MASTER AGREEMENT

BETWEEN

TOWN OF WESTERLY, RHODE ISLAND

AND

WESTERLY LOCAL #503, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

JULY 1, 2016 TO JUNE 30, 2019

ORIGINAL DOCUMENT

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AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of October, 2016 by and between the TOWN OF WESTERLY, RHODE ISLAND, hereinafter referred to as the "TOWN", and WESTERLY LOCAL #503, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, hereinafter referred to as the "I.B.P.O.".

ARTICLE 1: DISCRIMINATION

Neither the Town nor the I.B.P.O. shall discriminate against any employee because of membership or non-membership in the I.B.P.O., race, color, sex, religion, age, disability, country of ancestral origin, political affiliation, or national origin in violation of any applicable statute, and any and all claims of discrimination shall be pursued under the provisions of the applicable statute, which shall be deemed to afford the claimant his/her or its exclusive remedy, notwithstanding any of the provisions of this Agreement.

ARTICLE II: RECOGNITION

The Town hereby recognizes the I.B.P.O. as the sole and exclusive bargaining representative for, and this Agreement shall apply to, all full-time, permanently appointed employees holding the rank of Detective Sergeant, Sergeant, Detective, Corporal or Patrolman, excluding the Chief of Police, Captain, Lieutenants and all other employees. If during the life of this Agreement a new rank is established, it shall be considered part of the bargaining unit if such rank is equivalent or below that of Sergeant. Whenever used in this Agreement, the terms "member" and "employee" shall have the same meaning which is all active members of the bargaining unit.

ARTICLE III: UNION SECURITY

Section 1- Membership

All employees in the bargaining unit on the effective date of this Agreement who have been employed in such unit for at least thirty (30) days, as of that date shall be required, as a condition of continued employment, either to (1) become members of the Union, or (2) pay to the I.B.P.O. a service charge in a lawful amount. All new employees and all those who complete thirty (30) days of employment in the bargaining unit subsequent to the effective date of this Agreement shall be subject to the foregoing condition after they completed thirty (30) days of employment in the bargaining unit.

Section 2 - Dues

The Town shall deduct from the pay of each employee covered by this Agreement all required I.B.P.O. dues and/or service charges, provided that at the time of such deduction there was in the possession of the Town a current, lawful, written authorization for such deduction, executed by the employee, in a form agreed upon by the parties, and provided further that a majority of the employees in the unit have given such authorization. The I.B.P.O. shall, by its Treasurer, certify in writing the amount of membership dues and service charges referred to above, to the Town Manager and all such dues and/or service charges deducted hereunder shall be remitted by the Town to the Treasurer of the

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I.B.P.O. on a monthly basis. The I.B.P.O. agrees to, and hereby does, indemnify the Town against any award, judgment, loss or expense arising out of any claims made against the Town by an employee because of such deduction from his/her wages or because of any other provisions of this Article. The I.B.P.O. agrees that it shall give at least thirty (30) days' notice to the Town if the I.B.P.O. desires to change the amount of dues and/or service fees to be deducted from the bargaining unit employees' paychecks.

Section 3 - Failure to Pay Dues

An employee who shall tender (1) the periodic dues uniformly required as a condition of acquiring or retaining I.B.P.O. membership, or (2) the service charge referred to above shall be deemed to have satisfied the condition of employment established in Section 1 of this Article. In the event the I.B.P.O. shall seek the discharge of a member of the bargaining unit for failure to comply with said condition, the I.B.P.O. shall inform the Town in writing of the state of facts on which the request for discharge is based and, if upon investigation, which must be completed within five (5) working days, the Town finds such facts are correct, and the employee, upon notice in writing from the Town, fails within seven (7) days to comply with said condition of continued employment, that is, the payment of dues or the service charge referred to herein, the Town shall discharge the employee.

ARTICLE IV: MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed to limit the Town through its legitimately designated agents in the exercise of its powers and customary functions relative to the effective and efficient operation of the Police Department. The Town shall also have the right to suspend and/or discharge employees, subject to the provisions of R.I.G.L. 42-28.6 which shall be deemed to afford suspended and/or discharged employees an exclusive remedy, notwithstanding any of the provisions of this Agreement. No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of the Town's lawful authority or obligations.

Additionally, except to the extent there is contained in this Agreement expressed and specific provisions to the contrary, all authority, power, rights, jurisdiction and responsibilities for the efficient and effective management and direction of the officers and others employed by the Police Department are vested, retained and reserved exclusively to the Town. Further, all rights that are ordinarily vested in and exercised by employers, except such as are specifically relinquished herein, are reserved and remain vested in the Town. These rights include but are not limited to: (a) directing the work of police officers; (b) determining the mission of the Police Department and its personnel, methods, means and procedures necessary to most efficiently fulfill that mission; (c) disciplining officers consistent with the Law Enforcement Officers' Bill of Rights; and (d) determining the methods, means, processes and personnel by which public safety and law enforcement functions are to be conducted. Nothing in this Agreement shall be deemed to limit the rights of the Town under its Home Rule Charter or State Statute, except as authorized by R.I.G.L. Title 28, Chapter 9.2 to include midterm bargaining.

ARTICLE V: STRIKE PROHIBITION

Neither the I.B.P.O. nor any employees covered by this Agreement shall engage in, induce or

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encourage any strike, slowdown, or sick-out (meaning collective absenteeism for alleged illness), picketing, work stoppage, or withholding of services of any kind, for any reason, during the term of this Agreement, nor shall the I.B.P.O. or any employee or employees give assistance in any form to any concerted activity directed against the Town. The I.B.P.O. agrees that neither it nor any of its officers or agents will call, institute, nor shall they direct or condone assistance by any of the employees they represent with respect to any concerted activity against the Town. In the event of such unauthorized activity by employees, the I.B.P.O. shall immediately direct the employees involved to cease and desist and shall further publicly declare that such individuals are subject to appropriate disciplinary action by the Town.

ARTICLE VI: STABILITY OF AGREEMENT

Section 1

Neither party shall be under an obligation to negotiate with the other party for any modification or addition to this Agreement which is to be effective during the term thereof; if however, the parties do agree to modify the Agreement, the modification must be in writing and signed by the parties in order to be enforceable.

Section 2

The Town shall be under no obligation to discuss with the I.B.P.O. any modification or addition to this Agreement which is to be effective during the term hereof.

Section 3

If any provision of this Agreement is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement shall not be affected thereby.

ARTICLE VII: SENIORITY

A. The seniority of a member of the bargaining unit shall be determined by the length of time said member has been a member of the Department. In the event that more than one member was appointed on the same day, then the seniority of said members shall be determined by their results on the departmental entrance examination.

B. The employees of the Police Department shall also have seniority rights in grade and said seniority shall prevail with regard to transfers to shifts, beats, posts, days off and holidays. During an employee's probationary year, the Chief of Police, at his discretion, may transfer a probationary officer from shift to shift for training purposes.

C. Within thirty (30) days after the execution of this Agreement, the Town shall furnish the Union and the Police Department a copy of the proposed seniority list and the Union and/or the Police Department will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Police

Headquarters for the benefit of all officers.

D. After awarding a bid, the transfer of personnel must be made in twenty (20) working days. The acceptance of a bid will require the officer to remain in position for ninety (90) calendar days.

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

1) Failure to report to work on or before the second working day after recall;

2) Voluntary quit;

3) Discharge (after a Bill of Rights hearing, if requested);

4) Absence from work for more than eighteen (18) months for any reason other than military service or on-the-job injury unless an extended period is otherwise approved by the Town

5) Unauthorized failure to report to work at the conclusion of a leave of absence.

ARTICLE VIII: WORK TIME AND LEAVE TIME

Section 1.A. - Workweek

1. The regular workweek for employees covered by this Agreement shall consist of four (4) consecutive days on and two (2) consecutive days off.

2. The regular workweek for Detectives, Day Shift Sergeants, and School Resource Officers shall consist of five (5) consecutive days on and two (2) consecutive days off. Detectives are assigned a shift; however, flex-time will be authorized by the Detective Sergeant or Chief of Police.

3. There will be a permanent position of day shift Sergeant within the Westerly Police Department. This position will be offered to eligible Sergeants on a seniority basis. The Chief of Police will have the sole discretion to determine the days off and what duties the Day Shift Sergeant will have.

4. For those positions that the collective bargaining agreement allows for flexed hours, those hours will not be flexed in blocks of less than four (4) consecutive hours of work. In the event a dispute arises as to the necessity of flexing hours, it shall be resolved through the grievance procedure.

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a. There is hereby established the rank of Corporal. There shall be three (3) corporals selected from three (3) senior patrol officers who agree to serve as corporals provided that no employee with less than five years' seniority shall be eligible to serve as a Corporal. Any person declining

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to so serve shall not be eligible thereafter to so serve until a later vacancy shall exist. Such service shall be strictly voluntary. Corporals shall maintain their step level plus an additional salary increment of one thousand five hundred dollars ($1,500.00) annually which shall be included as part of the salary base for all purposes. Thereafter one (1) Corporal shall be assigned per shift.

b. One (1) corporal shall be assigned to each of the three (3) shifts, namely 8:00a.m. to 4:00p.m., 4:00p.m. to midnight and midnight to 8:00a.m., provided that no employee with less than five years' seniority shall be eligible to serve as a Corporal. Such assignment shall be by seniority. A roster of seniority shall be maintained as to corporals and it shall be utilized wherever seniority is applicable such as assignments, etc.

c. Corporals shall perform the regular duties of a patrol officer but shall also serve as a shift supervisor in those instances when a higher ranking shift supervisor or shift commander is not available on a particular shift.

Nothing herein is intended to diminish or affect the manpower customarily available on any shift as it presently exists or impose any additional workload on any patrol officer.

6. The regular hourly rate shall continue to be calculated by the following formulas: Using the annual base salary from Appendix A (this formula shall stay in effect as long as there is a 4-2 work schedule). For employees subject to a 4-2 workweek, the annual salary divided by 1946.46 =hourly rate. For employees subject to a 5-2 workweek, the annual salary divided by 2080.00 = hourly rate.

7. Officers who are assigned to any drug unit outside the Department, State, national or international agency having an independent law enforcement authority or basis of jurisdiction shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency (e.g. hours of work, assignments, dress code). All other benefits shall continue to be governed by the terms of this agreement.

8. There is hereby established the rank of Sergeant. The Town and the Union agree there shall be a minimum of six (6) Sergeants.

Section 1.B. - Shifts

1. For employees covered by this Agreement, except Detectives, a shift shall be comprised of eight (8) consecutive hours of work, provided an employee shall be required to report to work ten (10) minutes before the start of his/her scheduled shift for the preparation for duty, and may be required to work additional time beyond eight (8) hours to complete certain tasks pertaining to incidents that have taken place during his/her scheduled shift, and such additional time shall be considered part of such shift and not overtime unless more than thirty (30) minutes is required, in which event, the employee will be entitled to a minimum of one (1) hour's overtime compensation, as hereinafter provided.

2. A shift for Detectives shall be comprised of eight (8) consecutive hours of work.

3. The work shifts for members of the Police Department shall cover a continuous twenty-four (24)

hour period from 0800 hours to 1600 hours, 1600 hours to 2400 hours and 2400 hours to 0800 hours. At his discretion, the Chief of Police may create an overlapping shift. Hours for said shift are to be determined by the Chief of Police.

Section 1.C. - Administrative Assignments

The Town in accordance with the procedures referenced in this paragraph, shall have the right to make administrative assignments on a temporary basis to non-permanent bargaining unit positions. For purposes of this Section, temporary assignment shall mean an assignment of no less than one (1) year and no more than three (3) years. Administrative assignments will not be open to daily bidding. For purposes of this Section, non-permanent positions refer to any position, regardless of rank, either currently existing or created in the future, other than the following positions: patrol officer, corporal, sergeant, detective and detective sergeant. Corporals who accept an Administrative Assignment will lose the rank of corporal.

Administrative assignments will be made by the Chief of Police in accordance with the administrative assignment selection procedure, attached hereto as Appendix C, and a posting for each position as developed by the Chief of Police, or his designee. Any posting developed by the Chief of Police will include, at a minimum, the process for obtaining selection to the position, qualifications for the position, any special criteria associated with the position, those officers eligible to participate in the selection process, hours to be worked, shift to be worked and how any available overtime will be distributed.

Administrative assignments, other than canines, will not be counted towards the Chiefs manpower assignments on patrol. Administrative assignments will not be subject to the officer's restrictions on vacation, incentive time and compensatory time usage applicable to patrol shifts.

The same administrative assignment may not be held for consecutive terms by the same officer, provided there are no other interested officers for the administrative assignment, the Chief of Police chooses to continue the administrative assignment, and the Chief of Police determines that the same officer is best suited for the continued assignment. Once the administrative assignment has concluded, the officer will not be allowed to re-bid for the same assignment, unless the above qualifications are met or with the approval of the Chief of Police. Officers shall not hold the same administrative assignment for more than two (2) consecutive assignments.

Any officer who is promoted during the course of an administrative assignment must immediately relinquish the administrative assignment upon being promoted to his/her new rank.

The continuation of an officer in an administrative assignment, or the transfer or removal of an officer from an administrative assignment, will be based on the officer's performance in the administrative assignment, said performance to be determined by the Chief of Police, or his designee. The transfer or removal of an officer from an administrative assignment due to a determination by the Chief of Police, or his designee, that the officer is not meeting the established performance standards, will be subject to the officer's right to grieve such action under Article XI of the collective bargaining agreement. For the purposes of this section, the following shall be deemed administrative assignments.

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a. Community Police Officer- The Town and the Union agree to recognize the position of Community Police Officer. This position is not to be considered a permanent position within the Department and/or collective bargaining agreement. There will be a flexible shift allowed for the Community Police Officer, which will be separate from the other three shifts. The Community Police Officer will not be part of the Chiefs patrol manpower requirement. However, there will be no manpower requirement on the shift worked by the Community Police Officer. The Chief of Police will dictate the parameters of the Community Police Officer's shift, including but not limited to, the hours and staffing of said shift and the number of community policing positions. The taking of vacation, compensatory or incentive time by the Community Police Officer will not affect the taking of vacation, compensatory or incentive time by officers on other shifts.

b. Canine Officer - The Town and the Union agree to recognize the position of Canine Officer. The Town shall maintain at least two (2) Canine positions at all times, who shall work separate shifts based upon seniority. Canine assignments shall last for a minimum of five (5) years at the discretion of the Chief. Canine Officers will receive an additional hour of compensation each day of the week for the purpose of caring and feeding of the dog. The rate of pay for the additional hour shall be the officer's regular hourly rate of pay. Any officer assigned to the Canine Unit after August 19, 2011 shall receive an additional forty-five (45) minutes of compensation each day of the week for the purpose of caring and feeding of the dog. The rate of pay for the additional forty-five (45) minutes shall be the officer's regular hourly rate of pay.

c. School Resource Officer- The Town and the Union agree and recognize the position of School Resource Officer (SRO). The Town shall maintain at least one (1) SRO at all times. The SROs will work a 5-2 schedule Monday through Friday, 8:00a.m. to 4:00 p.m. There will be a flexible shift allowed for SROS, which will be separate from the other three shifts. The SRO will not be part of the manpower requirements on other shifts; however, there will be no manpower requirements on the shift worked by the SROs. SROs shall be provided a take home vehicle. During the summer the SROs will be allowed to flex the time of their regular shift; however, flex time must be authorized by the Chief of Police. The Chief of Police will dictate the parameters of the SRO's shift, including, but not limited to the hours and staffing of said shift. In the event a dispute arises as to the necessity of flexing the SRO's hours, it shall be resolved through the grievance procedure. The taking of vacation time, compensatory time or incentive time by the SROs will not affect the taking of vacation time, compensatory time or incentive time by officers of any shift. At the end of their term, SROs may re-apply for additional terms as SRO.

d. Investigator - The Town and the Union agree to recognize the position of Investigator. The Investigator shall be assigned to the Detective Division. The Investigator shall be provided a take home vehicle.

Section 1.D. - Schedules

The normal work schedule of all employees covered by this Agreement shall be posted at least three (3) weeks in advance.

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Section 1.E. – Special Assignments

The Chief of Police may from time to time create the position of a special assignment. Said assignment shall not be considered a promotion and shall be non-permanent, temporary and voluntary. The Chief of Police shall post the opportunity for said special assignments no less than seven (7) days in advance. Said posting shall include but is not limited to: hours and days of work, details of assignment, required training, length of assignment, qualifications, performance measures and responsibilities.

Officers assigned to a special assignment will work a consecutive eight (8) hour shift. The hours of said shift will be pre-determined and included in the posted offering of said assignment. These shifts may be outside of the shifts as defined in the CBA Article VIII Section 1. B.

Special assignments shall be limited to no more than twelve (12) weeks in duration. Officers assigned to a special assignment shall not be part of the Departments manpower requirements. The continuation of an officer in a special assignment will be based upon the officer's performance. Said performance shall be determined by the Chief of Police or his/her designee. Officers shall receive no additional compensation for special assignment with the exception of that compensation normally entitled under CBA Article VIII Section 2.

Special assignments will not be subject to the daily bidding process of past and/beats. If a Corporal is assigned to a special assignment, this shall not be considered a vacancy of the Corporals position or of the normally assigned work shift as required under CBA Article VIII Section 1. A. 5.b.

This section of the contract shall not apply those assignments of officers as defined under CBA Article VIII Section 1.A. 7.

The selection of an officer to a special assignment shall be determined by the following procedure:

a) A committee consisting of the Chief of Police or his/her designee, the patrol division commander, IBPO President or his/her designee and IBPO representative will be formed.
b) The committee shall determine which officer shall be assigned based upon qualifications, nature of the assignment, past performance. The assignment will be based on the best interest of the Department and the officer.
c) In the event that an assignment cannot be made by the committee, the Town Manager will assign the officer or withdraw the offer of assignment.

Section 2 - Overtime

All work performed by employees in excess of their scheduled shifts and/or workweek as defined above, shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate. At the employee's option, to the extent permitted by the Fair Labor Standards Act, he/she shall be entitled to compensatory time in lieu of overtime pay to which he/she is entitled in accordance with the foregoing, provided that the scheduling of such compensatory time shall be at the discretion of the Chief of Police, provided further, that all approved requests for compensatory time shall be granted

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unless cancelled with at least seven (7) days' notice. In the event that such scheduling is not satisfactory to the employee, the overtime pay to which he/she is entitled shall be paid. All overtime worked will be on a seniority basis determined by the length of time said member has been a member of the Department.

Any employee who is required to report to work for other than his/her assigned shift, shall be guaranteed a minimum of four (4) hours work to be paid for at the rate of one and one-half (1-1/2) times his/her regular rate of pay, which work shall be considered overtime under this Agreement. Officers who are held over from their prior shift to work shall be paid at the rate of one and one-half (l-1/2) times his/her regular rate for work beyond his/her regular shift hours, but no minimum guarantee of hours shall apply to the hours worked beyond the officer's regular shift schedule. At the employee's option, to the extent permitted by the Fair Labor Standards Act, he/she shall be entitled to compensatory time in lieu of overtime pay to which he/she is entitled in accordance with the foregoing, provided that the scheduling of such compensatory time shall be at the discretion of the Chief of Police, and in the event that such scheduling is not satisfactory to the employee, the overtime pay to which he/she is entitled shall be paid. Compensatory time granted under this Section shall be equal to one and one-half (1-1/2) times the number of hours of overtime for which payment i s required hereunder. All overtime compensation shall be paid on the payday for the pay period in which the overtime hours are worked.

Section 3 - Court Time

Any employee covered by this Agreement who is required outside their scheduled shift and/or workweek to appear as a witness incident to an arrest or who is subpoenaed to Court arising out of their employment duties, shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for a minimum of four (4) hours. The Town will provide the officer with a vehicle to travel to their court appearance. In the event no vehicle is available, then the employee shall receive a travel reimbursement for use of a personally owned vehicle in accordance with the allowances as set forth by the Internal Revenue Service.

Section 4 - Private Duty Details/Special Duty Detail Restrictions

Members of the bargaining unit shall have preference on a seniority basis, per Article VII of this Agreement, to fill all police work assigned through the Westerly Police Department.

Members of the bargaining unit shall not work directly for the organizers or producers of the following community events:

Memorial Day Parade
Columbus Day Parade
Veterans Day Parade
Santa Parade
Washington Trust Duck Race
Summer Pops
Mt. Carmel Parade

A weekly sign-up list shall be posted on which members of the bargaining unit shall indicate whether they wish to be offered such work during the week.

The term "Town special details" shall mean all assignments, which are paid for by the Town of Westerly from funds other than those allotted to the Westerly Police Department. The pay for details shall be $45.00 per hour.

The term "private details" shall mean all assignments, which are contracted for by private persons or firms. The pay for private duty details shall be $45.00 per hour plus a $4.00 per hour administration fee.

Off-duty patrol officers shall have the right-of-first-refusal on contracted jobs requiring traffic control as designated by the shift commander and/or the Chief of Police and shall be labeled, "Private Details."

The rate for private duty details in excess of eight (8) hours on Saturdays, Sundays and holidays, shall be one and one-half (1-1/2) the above specified rates.

Officers working any detail, except school department assignments, shall be paid for a minimum of four (4) hours.

The Town will be responsible for paying officers who work private duty details. Pay for private duty details will be in the next pay period following when the detail was worked. The Town may require written verification from officers for all time worked on private duty details.

The I.B.P.O., on its behalf and on behalf of every member of the bargaining unit, agrees to and hereby does hold the Town harmless, and indemnifies the Town against any judgment, loss or expense arising out of any claim made by a member of the bargaining unit against the Town under the Fair Labor Standards Act by virtue of the application of this Section.

Section 5 - Holidays

The following fourteen (14) days shall be paid holidays:

*New Year's Eve Day	#U.S. Independence Day
*New Year's Day	#Veteran's (Armistice) Day
* Lincoln's Birthday	# Labor Day
* Washington's Birthday	#Columbus Day
* Good Friday	#Thanksgiving
* Easter	# Christmas Eve Day
* Memorial Day	# Christmas Day

* (Holidays paid in June)
\# (Holidays paid in November)

Holidays occurring between July 1 and December 31 shall be paid in the first pay period in November and remaining holidays paid in the first pay period of June.

Any employee being prepaid for a holiday and then separating from employment prior to said holiday shall have unearned holiday pay deducted from their final paycheck. Any employee separating from employment will receive accrued holiday pay with their final paycheck. Accrued holiday pay shall be defined as eight (8) hours pay for each holiday listed above that has occurred since the last holiday pay was distributed and for which the employee has not yet received compensation.

Pension contributions shall be deducted from holiday pay for all employees covered by this agreement and holiday pay shall be included when calculating said employee monthly pension benefits at the time of their retirement.

Section 6- Vacations

All employees covered by this Agreement shall be entitled to a vacation leave with pay determined by the following:

A. Upon completion of one (1) year of continuous service and up to five (5) years of continuous service inclusive, employees shall be entitled to ten (10) days of paid vacation during each year;

B. Upon completion of five (5) years of continuous service and up to ten (10) years of continuous service inclusive, employees shall be entitled to fifteen (15) days paid vacation during each year;

C. Upon completion of ten (10) years of continuous service and up to fifteen (15) years of continuous service inclusive, employees shall be entitled to twenty (20) days paid vacation during each year;

D. Upon completion of fifteen (15) years of continuous service, employees shall be entitled to twenty-five (25) days paid vacation during each year.

Subject to the following provisions, vacations shall be scheduled at the discretion of the Chief of Police.

During the period of July l through June 30, two (2) members of the bargaining unit per shift shall be allowed on vacation. The determination of which officer is entitled to be on vacation will be governed by seniority. The scheduling of vacation shall be upon ninety (90) days' notice on the basis of seniority.

No more than two (2) officers per shift assigned to the Detective Division may use vacation leave.

Employees shall be allowed to take their allotted vacation by a single day, upon giving five (5) days' notice to the Chief of Police, with his/her approval.

No more than one (1) sergeant per shift shall be able to schedule vacation at any one time.

E. A member of the bargaining unit, while on vacation status, shall only be eligible to work posted overtime to fifty (50%) percent of their vacation schedule. Any overtime worked in excess of said

fifty (50%) percent shall be performed with the approval of the Chief of the Department.

F. Any member of the bargaining unit who is eligible for 25 days of vacation may elect to take five (5) days of their allotted vacation as pay upon thirty (30) days' notice. Upon approval of the Town Manager, a greater amount of vacation days may be used in this manner.

For vacation purposes only:

- A vacation year is July 1 through June 30 of each year.

- Vacation balances will not be carried forward year to year. All employees will be considered to have zero vacation hours each June 30.

- On July 1 of each year all employees will be credited with the appropriate vacation leave accrual. Additional accruals of five (5) days will be added upon the anniversary date of hire for employees marking their 6th, 11th, and 16th anniversaries.

- Vacation pay received in lieu of time off will not be considered part of the employee's annual base salary and is not subject to pension contributions.

- Where an officer is prevented from taking his/her vacation time due to being out IOD or due to a request by the Department, the officer shall be entitled to receive pay for all his/her vacation accrued and unused as of June 30. Said payment shall not be subject to pension contributions.

Section 7 - Sick Leave

A. Sick leave with pay shall be granted to all employees covered by this Agreement and shall accrue at the rate of one and one-quarter (1.25) days per month of employment, cumulative to two hundred (200) days. Sick leave with pay shall be allowed only for the following reasons:

1. Personal illness or physical incapacity of an employee not caused by performance of official duties to such an extent as to be rendered thereby unable to perform the duties of his/her position supported by a physician's certificate after three (3) consecutive days, upon request to the Chief of Police. An employee shall not be eligible to work overtime for a period of sixteen (16) hours after the use of sick leave.

2. Enforced quarantine of an employee when declared by an official health authority for a period of such quarantine only.

3. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee, provided not more than five (5) working day's sick leave shall be granted to any employee for this purpose during any one (1) fiscal year.

4. To meet medical or dental appointments that cannot, after diligent effort, be scheduled during other time off and which are of more than two (2) hours duration.

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B. Sick Leave Bank - Contributions to the Sick Leave Bank shall come from individual voluntary contributions by police officers. In addition, all unused sick leave days in excess of two hundred (200) days for any employee shall be credited to said bank.

Said bank may be charged for sick leave required in case of major illness or accident beyond the accumulated sick leave credited to the involved applicant and such charge shall commence only after the applicant's individually accumulated sick leave has been exhausted. The bank shall be administered by a Sick Leave Bank Committee consisting of two (2) officers appointed by the International Brotherhood of Police Officers and one (1) member appointed by the Town Manager. This Committee shall determine individual eligibility for the use of said bank, the amount of leave to be granted and a decision of the Committee shall require a majority vote.

Said Sick Leave Committee, in administering said bank, may use such data and criteria as it may deem to be necessary to enable it to make its decisions on an application for additional sick leave benefits, including, but not limited to:

1. Adequate medical evidence of major illness or accident submitted by the applicant;

2. Prior utilization of all eligible sick leave by the applicant;

3. Physical examination of the applicant at the Town's expense;

4. The number of available days in the bank, and other applications for grants therefrom.

C. Retirement Benefit- It is hereby granted and each member shall at the time of his/her retirement receive pay for their accumulated sick time in accordance with the following procedure: 0 days to 100 days, the employee shall receive pay for his/her actual accumulation up to a maximum of 50 days. 100 days to 200 days, the employee shall receive pay for 50% of their accumulated sick time up to a maximum of 100 days. Such pay will be at the officer's then current rate in effect at the time of said retirement. An employee will be able to accrue up to 200 days' sick time.

D. Sick Leave Incentive Benefit - Each employee covered by this Agreement shall be eligible to earn a maximum of five (5) incentive days off with pay during each fiscal year in accordance with the following:

One (1) incentive day off with pay shall be granted to an employee who is actively and fully employed and who uses no sick leave under this Section for any reason during any one of the following periods: July 1 through September 30; October I through December 31; January 1 through March 31; April through June 30. Active employment shall include paid vacation time, bereavement leave, an officer's injured on duty leave and an incentive leave under this section.

All incentive days shall be granted upon four (4) hours' notice in advance by the employee to the Chief of Police. Only one (1) officer per shift may utilize an incentive day each day. If any employee does not use said incentive day within one (1) year of earning said incentive day, he/she shall receive an additional day's pay in lieu of the incentive day off.

Incentive day entitlement shall be limited to one (1) patrol officer per shift.

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Section 8 - Bereavement Leave

Bereavement leave with pay of up to five (5) consecutive days shall be granted to all employees covered by this Agreement in the case of death of a spouse or child. Bereavement leave with pay of up to three (3) consecutive days shall be granted to all employees covered by this Agreement in the case of the death of a mother, father, brother, sister, mother-in-law or father-in-law. Such leave shall be taken within seven (7) days following the death. Bereavement leave of one (1) day with pay to attend the funeral shall be granted in the case of the death of a brother-in-law, sister-in-law, uncle, aunt, first cousin, grandparent or spouse's grandparent.

Section 9- Injury Leave

Employees covered by this Agreement who are incapacitated by an injury or illness suffered as a direct result of their duties for the Town shall receive benefits pursuant to the provisions of Section 45-19-1 of the General Laws of the State of Rhode Island until they are returned to active duty or until they are retired on a pension. The payment of all medical and hospital costs related to an on-the-job injury or illness will continue to be paid by the Town or by insurance coverage after the employee is retired on a pension. Any and all police officers returning to light duty shall return to light duty on a shift determined to be most advantageous to the Department by the Chief or his/her designee. Upon return to full duty, the officer shall return to his/her regular shift on the regular work schedule.

A. Medical Care for Injuries

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

1. Members who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist in the States of Rhode Island, Massachusetts, or Connecticut. If the employee is unable to make the choice, the choice shall be made, where practical, by the nearest relative.

2. All injuries and/or illnesses, regardless of nature, incurred in the line of duty, shall be reported to the Officer in Charge and records maintained as to date, time, nature of injury or illness, how received, and any treatment received.

3. When an employee has suffered an initial or service connected injury or illness, the employee shall be entitled to be examined by the physician of his/her choice as noted above. If the employee's physician determines that the employee is suffering from a work-related injury, the Town shall have the right to have the employee examined by a physician of its choosing. If the opinion of the employee's private physician is in conflict with the Town's physician as to whether or not the employee is suffering from a work related injury, then a third physician, mutually agreeable to the Town's physician and the employee's physician, shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, then the employee shall be required to be examined at Occupational Health and Safety Service of St. Joseph's Hospital. The results of the examination by Occupational Health and Safety Service of St. Joseph's Hospital shall be conclusive on the parties.

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4. When an employee has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him/her for the original injury at the Town's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death, or from any other circumstances, the employee shall have the right to engage a specialist of his/her own choice, duly licensed and qualified to practice medicine in the States of Rhode Island, Massachusetts, or Connecticut. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of the Article; provided, however, that the Town of Westerly shall have the right to have said employee examined by a physician selected by the Town as to whether or not said employee is actually suffering from a recurrence of the injury. If the opinion of the employee's private physician is in conflict with the Town's physician as to whether or not the employee's condition is a recurrence of the previous injury in the line of duty, then a third Physician, mutually agreeable to the Town's physician and the employee's physician, shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, then the employee shall be required to be examined at Occupational Health and Safety Service of St. Joseph's Hospital. The results of the examination at Occupational Health and Safety Service of St. Joseph's Hospital shall be conclusive on both parties.

5. It is agreed by and between the parties that a physician selected by the Town may examine an employee who reports an illness or injury.

B. Light Duty

An injured police officer who is determined to be unfit for his/her regular duties, whether or not due to a job-related injury, may be ordered to return to work to perform such duties as he/she is capable of performing and shall be required to work in a light duty status.

Capability to perform light duty shall be determined by the employee's physician and the Town's physician. If the opinion of the employee's private physician is in conflict with the Town's physician as to whether or not the employee is able to return to work in a light duty capacity, then a third physician, mutually agreeable to the Town's physician and the employee's physician, shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, then the employee shall be required to be examined at Occupational Health and Safety Service of St. Joseph's Hospital. The results of the examination by Occupational Health and Safety Service of St. Joseph's Hospital shall be conclusive on the parties. Upon receipt of written certification by the above process of the officer's ability to return to light duty, said police officer shall be returned to employment with any and all benefits and entitlements afforded to members of the bargaining unit, including any promotional opportunities.

Light duty is hereby defined as duties of a less physical or onerous nature which the police officer is able to perform and which are typically performed by members of the bargaining unit

and not by members of other bargaining units or other persons.

Examples of this may be:

1. Clerical or computer duties (data entry).

2. Dispatch duties (in order to aid the function).

3. Answering requests from public or taking complaints at Communications Center within the Police Department. There is to be the probability of no physical contact with any person or persons.

4. Aiding administrative or Detective Bureau in processing and filing of materials and BCI work. (This shall include Photography and fingerprinting evidence if the injured party has training or is provided proper training in this work.

5. Any other work as authorized by the employee's physician and approved by the Town Manager.

An officer shall promptly, upon first receiving such information, inform the Chief of Police of his/her availability for "Light Duty" status by submitting a certification signed by the physician(s) authorizing the officer's return to work and stating the nature of the injury and the type of light duty the police officer is able to perform. The Chief of Police shall promptly notify the Town Manager, and providing the within criteria are met, the police officer shall be permitted to return to light duty work at such light duty work as the police officer is able to perform. Any and all police officers returning to light duty shall return to light duty on a shift determined to be most advantageous to the Department by the Chief or his/her designee. Upon return to full duty, the officer shall return to his/her regular shift on the regular work schedule. Any and all police officers, with the approval of the physician authorizing the officer's return, shall be eligible for overtime provided, however, they shall not be eligible for any overtime assignment which includes the likelihood of a physical confrontation in the performance of duties. Any and all police officers returning to light duty shall be permitted to wear their uniform and equipment. The maximum amount of time a police officer can remain on light duty or be out of work for medical reasons is eighteen (18) months within any thirty-six (36) month period. If a bargaining unit member exceeds the aforementioned parameters, he/she will be retired from the Westerly Police Department. The Town shall have the right to require employees to submit periodically or occasionally to physical, mental or other examinations to determine fitness for light duty.

It is expressly understood and agreed by the I.B.P.O. and the Town that in every instance of this section, where the police officer's physician renders an opinion, the Town reserves the right to send the police officer to a Town-appointed physician. If the opinion of the police officer's physician is in conflict with the Town's physician, then a third physician, mutually agreeable to the employee's and Town's physicians, shall examine said employee and the opinion of the third independent physician shall be conclusive on both parties.

In the event that the employee's and Town's physician cannot agree on a third physician to examine said employee, the employee shall be required to be examined by a physician at Occupational Health and Safety Service of St. Joseph's Hospital.

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Whenever an injury or sickness for which benefits are paid either under this Article of the Collective Bargaining Agreement, or under the provisions of R.I.G.L. 45-19- l et seq. are caused under circumstances creating a legal liability in some other person or entity other than the Town of Westerly to pay damages in respect thereof, the Town shall be subrogated to the rights of the member of the bargaining unit to recover damages from said third party to the extent of its payments made hereunder subject to the concept of comparative negligence and to the extent authorized by R.I.G.L. 45-19-1.1.

Section 10 - Extended Leave Without Pay

It is agreed that upon written application to the Town Manager, an employee may be granted extended leave, without pay, not to exceed one (1) year within any seven (7) year period, for reasons of child care, serious illness of a member of the family, educational improvement, or other good reason. Approval of such leave shall be at the discretion of the Town Manager, subject to insurance coverage continuation (COBRA) laws. Employees are not eligible to accrue vacation, sick, incentive leave time or to be paid holiday pay or clothing allowance or any other benefits under this Agreement, including, but not limited to, accrual of years of service for pension purposes.

Section 11 - Union Business

In meetings between the Town and the I.B.P.O. scheduled for arbitration, negotiations, or to discuss a grievance, not more than three (3) representatives of the I.B.P.O. shall be relieved from all regular duties without loss of pay for such time as may be required to permit their attendance at such meetings.

Section 12 -Mutual Switches

Members of the bargaining unit shall be permitted to take leave with pay on a scheduled workday by making a mutual switch with another bargaining unit member. Requests for switches must be submitted in writing to the Administrator in charge of scheduling. Members shall be allowed two (2) mutual switches per pay period. The mutual switch must be completed within two weeks of the original switch between the two officers.

ARTICLE IX: WAGES AND BENEFITS

Section 1- Wages

A. The basic wage rate to be paid under this Agreement shall be in accordance with "Appendix A" annexed hereto and made a part hereof.

The member wage rates will increase by:

- 2.5% effective and retroactive to July 1, 2016
- 3.5% effective July 1, 2017
- 3.5% effective July 1, 2018

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B. Shift Differential:

In addition to the above salary increases, any officer working between the hours of 4:00p.m. and 12:00 midnight shall receive an additional .25 cents per hour. Any officer working between the hours of 12:00 a.m. and 8:00a.m. shall receive an additional .35 cents per hour.

Section 2 - Pensions

A member of the I.B.P.O. selected by the I.B.P.O. Executive Board shall serve on the Pension Board.

A member of the bargaining unit may retire after twenty (20) years of service. The contribution to the Police Pension Plan by the members of the bargaining unit shall be twelve (12%) percent of salary as described in Appendix A. Officers who are allowed to work past twenty-five (25) years of service shall continue to contribute to the pension plan and shall receive the pension benefits as stated in Appendix B.

For members hired after July 1, 2010, a member of the bargaining unit may retire after twenty-five (25) years of service. The contribution to the Police Pension Plan by the members of the bargaining unit hired after July 1, 2010 shall be twelve (12%) percent of salary as described in Appendix A. Officers who are allowed to work past twenty-five (25) years of service shall continue to contribute to the pension plan and shall receive the pension benefits as stated in Appendix B.

For members hired after July 1, 2013, a member of the bargaining unit may retire after twenty-five (25) years of service and attained the age of 52. The contribution to the Police Pension Plan by the members of the bargaining unit hired after July 1, 2013 shall be twelve (12%) percent of salary as described in Appendix A. Officers who are allowed to work past twenty-five (25) years of service and age 52 shall continue to contribute to the pension plan and shall receive the pension benefits as stated in Appendix B.

The Town shall, pursuant to the United States Internal Revenue Code, 26 U.S.C. Section 414(h)(2), pick up the contributions payable by the member of the bargaining unit, which contributions so picked up shall be treated as employer contributions in determining tax treatment under the Code.

Section 3 -Health Insurance

The Town shall make available health insurance coverage for active employees and their dependents who meet the conditions for coverage established by the insurer for the health insurance coverage plan(s) in effect as of the effective date of this Agreement (summaries of medical and dental plan coverage options in effect as of the date of this Agreement and detailed benefit booklets for each plan are available upon request from the Human Resources Office).

Under the same conditions, the Town will pay the premiums required for coverage under the Delta Dental Plan of Rhode Island, Level I through Level IV, Family with Dependent Rider, $2,000.00 annual maximum.

Nothing contained herein shall prevent the Town from obtaining health insurance from other

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sources, provided that the benefits are equal or superior to those currently provided.

Effective January 1, 2017, the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in such insurance program. The Town shall provide health insurance coverage for all bargaining unit members exclusively through a High Deductible/Health Savings Account plan ("HSA plan") as set forth in Appendix B. In addition, the following terms apply:

The Town will fund one hundred percent (100%) of the applicable HSA deductible amount for each year of this agreement. The full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15 each year.

Effective 2018-2019 contract year, one-half of the Town's contribution toward the deductible will be deposited into the HSA accounts on or before July 15 and the remaining one-half will be deposited in the HSA accounts on or before January 15. The parties acknowledge that the Town's HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for actively-employed bargaining unit members.

For Year 1 and Year 2 of this Agreement, members shall pay an annual premium of $1,700 (one thousand seven hundred dollars) for Single Plans and $3,600 (three thousand six hundred dollars) for Family Plans, and shall be deducted on a bi-weekly basis in conjunction with the Town's payroll periods. Effective July 1, 2018, all members shall pay an annual premium of 20% (twenty percent).

Any member who is not enrolled in the Wellness Program shall have a twenty-two and a one-half percent (22.5%) premium.

Waiver of Health Insurance Coverage - Employees who choose not to participate in the health insurance plan(s) offered by the Town will not be able to elect coverage through the health insurance plan(s) until the next annual enrollment period (July of each year and, in addition, shall be eligible to receive a Health Insurance Benefit Cash Option described herein.

Health Insurance Benefit Cash Option- For those employees who choose not to participate in the health insurance plan (health and dental), the Town will pay to the employee $5,000 of the annual cost of the health insurance plans, calculated using the fully mature working rates and/or premiums provided by the insurer for the appropriate plans.

Continuation Coverage- A temporary extension of health insurance coverage (called "Continuation Coverage,) is available to covered employees and covered family members at group rates when coverage under the plan would otherwise end due to certain qualifying events.

No employee shall be eligible for health care benefits or buy back if he/she is eligible for coverage under a Westerly Town or Schools plan except that they may opt for coverage under this Agreement if, and only if, the employee and his/her spouse waive their rights to coverage under the spouse's plans. The employee shall, during the annual open enrollment period, notify the Town of the couple's option to be covered under either the plan described in this Agreement or his/her spouse's plan. The failure to notify the Town of an option shall constitute a waiver of coverage under this Agreement.

Flexible Spending Plan - For all members who take part in the Flexible Spending Plan the Town

agrees to match dollar for dollar the officer contribution of $250.00. Contributions can be used towards dependent care and other qualifying expenses. If a member is taking part in the Town-provided health insurance, more specifically, the HDHP/HSA, contributions cannot be used towards medical expenses.

Section 4 -Life Insurance

The Town shall provide group term life insurance coverage in the amount of fifty thousand ($50,000.00) dollars to all active members. Members may purchase additional life insurance, up to one hundred thousand ($100,000) dollars, at the member's expense. All eligible members will receive a detailed benefit booklet describing the life insurance benefit.

Section 5 -Death in Line of Duty

In the event that a member of the bargaining unit is killed in the line of duty, their heirs shall receive whatever benefits said members would have been entitled to as though they had been members of the bargaining unit for twenty (20) years. In addition, the Town agrees to defray all funeral and burial expenses for said members up to a maximum of eight thousand ($8,000.00) dollars.

Section 6 - Clothing Allowance

Each employee covered by this Agreement shall receive a uniform clothing allowance, in lieu of the Town providing uniform clothing and uniform cleaning, in the amount of one thousand five hundred ($1,500) dollars per year for each employee on the closest pay period before September 1. The uniforms of members of the bargaining unit shall clearly indicate their distinct and separate status as permanently appointed officers. In the event that any employee shall leave the employ of the Police Department prior to the expiration of the fiscal year, said employee shall repay the proportionate share of the clothing allowance advanced. Subject to the discretion of the Chief of Police, the Town shall replace and/or repair clothing and other personal property normally worn by employees in their regular duties when the same shall be destroyed or damaged as a direct result of performing said employee's duties. The Chief shall inform the police officer of the decision within ten (10) days of the submission of a claim for damages.

Section 7 -Termination Benefits

A. All employees are entitled to receive the following benefits upon termination of employment:

- Balance of Accrued Vacation Leave Time
- Balance of Accrued Sick Leave Time (maximum benefit, 100 days)
- Balance of Accrued Compensatory Leave Time
- Balance of Sick Leave Incentive Days earned
- Balance of Holiday Pay earned
- Severance Pay, if any, earned at retirement date

No termination benefits are subject to pension contributions. See individual sections referencing each type of benefit above for a complete explanation of benefits to be paid upon termination of employment.

Any holiday pay for holidays that have not occurred at the time of the employee's retirement for which the employee received advanced holiday pay will be deducted from the employee's termination

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benefits.

Any payments made to the employee for clothing allowance will be reimbursed to the Town on a pro-rated basis if the employee leaves the employ of the Town. The Town will deduct this amount from the employee's termination benefits.

B. Any member of the bargaining unit hired prior to July 1, 1993 and who thereafter retires with at least twenty (20) years of service shall receive those health benefits which are in place at the time of his/her retirement. A member of the bargaining unit hired on or after July 1, 1993 shall be eligible to receive health benefits upon his/her retirement, only to the extent set forth in Section 7(D) below.

Each retiree who is eligible for medical insurance coverage under this Section 7 shall provide to the Town on or before July 1 of each year proof that he/she is not eligible for Medicare/Medicaid coverage, Plan 65 coverage or medical insurance coverage under any plan whether offered by another employer, through a spouse's coverage or otherwise, in a form satisfactory to the Town as a condition of continued eligibility for coverage under the Town's Plan. The Town will notify retirees annually of this obligation. Failure to provide proof, as indicated above and after the Town has notified the retiree of their obligation, will result in the loss of medical insurance coverage until the next enrollment period. Said member who becomes eligible for such coverage (i.e. Medicare/Medicaid, Plan 65 or coverage under another plan offered by another employer or through a spouse's coverage) as identified hereinabove shall not reject, deny or forgo such coverage if made available to him/her. Should the member be required to make any monthly contributions to said medical coverage in excess of any dollar contribution he/she would be required to make for Town coverage, he/she shall be entitled to reimbursement on a quarterly basis from the Town for such excess contribution. Should a retired member subsequent to retirement lose said alternate coverage then the Town will pick up the full cost of the coverage under this section.

The widow and/or dependents of a deceased retiree shall continue to receive those medical benefits that the retiree was receiving for such time as they are eligible to receive benefits by reason of their status as a widow/dependent.

The Town may at its election offer said retirees any improved coverage at no additional cost to the retiree.

C. Employees hired prior to July 1, 1993, shall, upon retirement, contribute the same percentage of the cost of medical coverage as they contribute at the time of retirement (10%) as a condition of receipt of health insurance coverage.

D. Employees hired on or after July 1, 1993 and retiring after at least 20 years of active service as a Westerly police officer will be eligible to receive Town-provided medical insurance for the retiring member only (single plan). The retired member will pay seventeen and one-half (17.5%) percent of the cost of health care coverage at the fully mature working rate or monthly premium cost. If the retired member wishes to purchase additional insurance, the Town will reimburse the retired member up to $6,000 per year ($500 per month) until the employee reaches age 65. After the retired member reaches the age of 65, the Town will be under no obligation to provide medical insurance coverage.

Section 8 - Severance Pay Provision

The Town will provide Severance Pay for all officers who retire from the Westerly Police Department with (25) years of service or more. Any officer who qualifies under this Section shall receive severance pay, upon such termination, in an amount equal to one and one-half (1-1/2) days per year of service upon their retirement or termination from said department.

Section 9- Weaponry

The Town shall furnish police personnel with modern and proper weaponry, which shall be selected at the discretion of the Chief.

Shotguns or patrol rifles will be made available for each officer per regularly-scheduled shift.

Section 10 - Family and Medical Leave

It is the policy of the Town to provide eligible employees with leaves of absence in accordance with the provisions of the federal Family and Medical Act of 1993 and the Rhode Island Parental and Family Medical Leave Act.

Eligibility

Employees who have worked for the Town for at least 12 months and who have worked at least 1,250 hours in the preceding 12 months, are entitled to up to 13 weeks of unpaid leave in any 12-month period.

Grounds for Leave

If eligible, you are entitled to a leave under the FMLA for any of the following reasons:

1. Because of the birth of your child and in order to care for your newborn child. Leave taken under this subsection must conclude within twelve (12) months of the child's birth. Leave to care for a new-born child may begin prior to the birth of the child if an employee's pregnancy prevents her from working or if the condition of an employee's spouse rises to the level of a serious health condition prior to the child's birth.

2. Because of the placement with you of a child, age seventeen or younger, for adoption or foster care, or of an individual, age eighteen or older, who is incapable of self-care because of a mental or physical disability. Leave taken under this subsection must conclude within twelve (12) months of the actual placement of the individual. Leave taken in connection with the placement of an individual for adoption or foster care may begin prior to actual placement of the individual with the parents if absence from work is required in order for the placement to proceed.

3. In order to care for your spouse, child, parent, if such person has a serious health condition. (State law, but not the FMLA, allows for leave in the

event your mother-in-law or father-in-law bas a serious health condition.)

4. Because your own serious health condition prevents you from performing the essential functions of your position. Under the terms of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that requires either:

a. Inpatient care in a hospital, hospice, or residential medical care facility; or
b. Continuing treatment by a healthcare provider.

Duration

The maximum duration of an unpaid leave of absence under this policy will be thirteen (13) weeks during any twelve-month period. The Town uses a "rolling" leave year to calculate your leave entitlement. In other words, the Town determines the amount of your leave entitlement at any given time by looking at how much leave you have taken in the previous twelve (12) months. You are entitled to thirteen (13) weeks minus the amount of leave taken in the previous twelve (12) months. If you have not taken any leave in the previous twelve (12) months, you are entitled to the full thirteen (13) weeks of leave.

Reduced Work Schedule or Intermittent Leave

In the case of your own serious health condition or that of your spouse, child, parent, or parent-in-law, under state l aw, you may be permitted to take an unpaid leave on an intermittent basis rather than all temporarily to an available alternative position with equivalent pay and benefits for which you are qualified and where the temporary position better accommodates recurring periods of leave than your regular position. Intermittent or reduced leave schedules are subject to the Town's approval unless medically necessary. The maximum total accumulation of leave that may be taken intermittently or by working a reduced schedule is thirteen (13) weeks during any leave year.

Unpaid Leave

Leave taken under this policy is normally unpaid. Employees will be required to use accrued vacation or sick days first and take the remainder of the thirteen weeks as unpaid leave.

Work Related Injury/Illness and Disability

If you are injured or become ill in the course of your employment with the Town, and your condition constitutes a serious health condition under the terms of this policy, your time lost from work will be counted against your leave entitlement under this policy.

Entitlement to Paid Benefits

The Town will continue to provide existing health insurance coverage for the duration of any leave taken under this policy. However, you will be expected to pay any portion of the coverage for medical and dental benefits that you normally pay. If you do not return at the end of a leave granted under this policy, then you must reimburse the Town for the cost to the Town of

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continuing your medical and dental coverage during the leave, unless your failure to return is due to the continuation of a serious health condition or other circumstances beyond your control.

Procedure, Notice and Information Required

1. If you desire a leave of absence under this policy, you must request leave from the Town Manager, in writing, at least 30 days in advance of the start of the leave when the need for such leave is reasonably foreseeable (as in the case of a birth, placement or adoption of an individual, or a planned medical treatment for a serious health condition). Forms for requesting leave may be obtained from the Human Resource Coordinator. If the need for leave is not foreseeable, you must provide such notice as soon as practicable. Normally, in the event that an unforeseeable need for leave arises, you will be expected to give notice within two working days of learning of the need for leave. Failure to provide timely notice may result in a delay in delay or denial of leave.

2. In addition to timely notice, the Town will require the following information when you apply for a leave of absence under this policy:

(a) When your own illness is involved, a statement of the date on which the serious health condition commenced, the probable duration of the condition, and a statement that you cannot perform the essential functions of your position.

(b) In the case of leave for the birth, adoption or foster placement of an individual, information related to the birth or placement, including the anticipated due date or the age of the individual to be placed for adoption or foster care, and the probable duration of the leave.

(c) In the case of leave to care for your spouse, child, parent, mother-in-law or father-in- law, a statement that you are needed to provide such care and an estimate of the amount of time you will be needed for that purpose.

(d) Where intermittent leave or a reduced leave schedule is sought for planned medical treatment, the date on which such treatment is expected to be given and the duration of such treatment.

(e) Where intermittent leave or a reduced leave schedule is sought because of your own serious health condition, a statement of the medical necessity for the intermittent leave or reduced leave schedule, and the expected duration of such leave.

(f) Where intermittent leave or a reduced leave schedule is sought to care for your spouse, child or parent, a statement that such leave is necessary to care for the family member or will assist in his/her recovery, and the expected duration of such leave.

All information related to a serious health condition must be certified by your health care provider, or by the health care provider of your family member, whichever is appropriate. If the Town has reason to doubt the validity of the certification, the Town may require, at its expense, that you obtain the opinion of a second health care provider designated or approved by the Town. Where the original and second opinions differ, the

Town may require, at its expense, that you obtain the opinion of a third health care provider designated or approved jointly by you and the Town, whose opinion shall be final.

The Human Resource Director will provide forms to be signed by the employee and his/her health care provider in order to meet these certification requirements. You will have fifteen (15) days to return completed forms.

3. If you are granted a leave under this policy, you will be required to update information relating to a serious health condition on a reasonable basis.

4. Failure to provide the Town with requested information may result in delay or denial of leave.

5. Within two (2) business days of receipt of information sufficient to allow it to decide whether a requested leave qualifies under this Policy, the Town will notify the employee that:

(a) The leave is or is not granted.

(b) The leave is or is not designated as leave under the Federal Family and Medical Leave Act and the Rhode Island Parental and Family Medical Leave Act.
(c) Vacation days or sick days will or will not be used for all or part of the leave. Notice may be given to you orally or in writing. If notice is given orally, then the Town will follow-up with written confirmation of the notice at the next payday, or the second payday if the next payday comes less than one week after the oral notice. If written notice is given to you by mail, the notice will be effective when mailed.

Other Requirements

In the case of either your own planned medical treatment or that of your family member, you must make a reasonable effort to schedule the medical treatment so as not to unduly disrupt the Town's operations.

Reinstatement Rights

1. If your leave under this policy does not exceed thirteen (13) weeks, most employees will be restored to the same position held prior to commencement of the leave, or to an equivalent position, with equivalent pay, seniority, status, benefits, and other terms and conditions of employment, unless no such position is available for reasons unrelated to your taking of leave under this Policy.

2. Where necessary, you may request in writing an extension of the leave. If you do not return to work at the conclusion of an approved leave under this policy and have not requested in writing and been granted a leave extension, you will be considered to have voluntarily resigned from the Town. It is your responsibility to notify the Town Manager if an extension of the leave is necessary. All extensions must be approved by the Town Manager before they become effective.

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3. Before you return to work from your leave for your own serious health condition, you must provide the Town with a "Fitness for Duty" report from your doctor.

ARTICLE X: HEALTH AND SAFETY

Section 1 -Immunization

Subject to approval of the doctor designated by the Town Manager, the Town shall pay all expenses for inoculation or immunization shots for any employee covered by this Agreement, and members of his/her family residing in his/her household, when such becomes necessary as a result of said employee's exposure to a contagious disease when said employee has been exposed to said disease while engaged in the performance of his/her duties.

Section 2

If the Town will pay for or provide an adequately supplied exercise facility maintained in good working order or membership at YMCA, the Town may adopt standards for fitness to be uniformly applied to all members of the bargaining unit, subject only to adjustments necessary so as to avoid unlawful disparate impact on members of protected groups. Employees will be required to demonstrate that they meet such standards of fitness at least annually. Any employee who is found not to meet a standard of fitness will be given an amount of time that is reasonable under all of the circumstances in which to meet the standard. In the event that the parties cannot agree upon a period of time that is reasonable, the employee shall promptly undergo an examination at Occupational Health and Safety Service of St. Joseph's Hospital and the decision of Occupational Health and Safety Service of St. Joseph's Hospital shall be final and binding on the parties as to what period of time is reasonable. If the employee has not met the standard within such a reasonable time, he/she may be laid off, without pay or benefits under this Agreement, including, but not limited to, accrual of service for pension purposes. The employee shall be eligible for recall for a period of one year following layoff provided he/she meets the Town's standards of fitness.

ARTICLE XI: GRIEVANCES

Section 1 - Purpose

The purpose of this Article is to provide and establish a procedure for the processing and resolution of grievances arising under this Agreement. The term "grievance" shall mean any difference arising between the Town and the I.B.P.O. or any employee with respect to the interpretation or application of this Agreement and/or any allegation of the I.B.P.O. that any of the provisions of this Agreement have been violated or been applied in an arbitrary and capricious manner. The term "grievance" shall not include any claim of improper discharge or any suspension of more than two (2) days.

Section 2 - Procedure

All grievances shall be processed as follows:

Step 1 -A grievance shall be submitted by an individual or the I.B.P.O. to the Chief of Police within fifteen (15) calendar days from the date on which the aggrieved employee- or the I.B.P.O. knew or

should have known of the action or event giving rise to such grievance. The grievance shall be a summary of the facts upon which it is based and shall specify the provision or provisions of the Agreement alleged to have been violated or claimed to be in dispute. Thereafter, the Chief of Police shall schedule a meeting for discussion of the grievance, which may be attended by the grievant and a representative of the I.B.P.O. Such meeting shall be held in five (5) working days after receipt of the grievance by the Chief of Police. Within five (5) working days following the completion of the meeting, the Chief of Police shall issue a written decision. In the event the Chief of Police does not issue his/her decision in the required time period, or if the grievant does not agree with the decision of the Chief of Police, the grievance may be submitted to Step 2. The Step 2 grievance must be submitted within ten (10) calendar days of the date of the issuance of the Chief of Police's decision or the date upon which the decision was supposed to be issued by the Chief of Police.

Step 2- If the grievance is not resolved in Step 1, or if the Chief of Police does not render a decision within the time period set forth herein, the grievance may, within ten (10) calendar days subsequent to the date on which the Chief of Police or his/her designee issues a decision, be presented to the Town Manager, together with any pertinent correspondence and documents. The Town Manager shall schedule a meeting for discussion of the grievance with grievant and representatives of I.B.P.O., which shall be conducted within ten (10) calendar days following receipt of the grievance by the Town Manager. The Town Manager shall issue a decision in writing not more than ten (10) calendar days following the conclusion of the meeting. If the Town Manager does not issue a decision within this period of time, the grievance may be submitted to arbitration by the I.B.P.O. under Step 3.

Step 3 - If the grievance is not resolved at Step 2, or if the Town Manager's decision is not issued within the time period set forth in Step 2, the I.B.P.O. may refer the matter to arbitration under the voluntary labor tribunal rules of the American Arbitration Association, which shall administer the arbitration proceeding. No grievance may be submitted to arbitration later than fourteen (14) calendar days following the issuance of a decision by the Town Manager, or, if no decision was issued, thirty calendar days following the date on which the decision was due. The decision and award of the arbitrator shall be final and binding upon the parties. However, the arbitrator shall have no authority to add to, detract from, modify, or disregard any of the provisions of this Agreement. The expense of such arbitration shall be borne equally by the parties, but each party shall be responsible for the costs incurred by them in the presentation of their cases in arbitration. The time limits set forth in this Article are mandatory and the failure of grievant or his/her representative to comply therewith shall mean that the grievance no longer exists.

Section 3- General

No employee shall be formally reprimanded without just cause. Except as otherwise mutually agreed, an arbitrator selected according to the foregoing procedures shall bear and decide one grievance and one grievance only.

ARTICLE XII: MISCELLANEOUS

Section 1 - Record of Disciplinary Action

The personnel file of a member of the bargaining unit which is kept by the Police Department shall be purged of the records of any disciplinary action up to and including a suspension of five (5) work days after a period of four (4) years from the date of disciplinary action, provided the employee has not

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engaged in any other actions warranting discipline during said period. In any event, such records shall be purged upon the member completing a four (4) year period without any further disciplinary record, or upon retirement.

Section 2 -Legal Assistance & Indemnification

Any member of the bargaining unit who is sued in any civil proceedings as a result of actions performed by said member of the bargaining unit in the performance of their duties shall be entitled to the benefits of Section 2-71 of the Ordinances of the Town of Westerly.

Section 3 -Complaint Against Police Officers

While it is understood that formal complaints against police officers are an administration function, all officers covered by this Agreement shall be made aware of the com plaint within forty-eight (48) hours of its receipt. All police officers shall cooperate fully with such investigatory process by answering inquiries, giving statements, etc., provided, however, that the constitutional rights of said officer shall not be abridged.

Section 4 -Promotions

All promotions within the Police Department shall be made in accordance with the procedures established by the Town Charter of the Town of Westerly and the Ordinances of said Town. Alleged violations of said procedures shall be subject to the Grievance Procedure. Temporary assignments (defined as other than permanent assignments) shall be made from the appropriate promotional list. This provision shall not apply to assignments for one (1) tour of duty or less.

Whenever a promotional vacancy is filled within the Department thereby creating a vacancy in the corporal position, the subsequently created corporal vacancy will be put up to bid by seniority to any eligible members of the bargaining unit.

The Town of Westerly ordinance regarding promotion does not refer to the Detective-Sergeant examination, therefore, the Town and the Union agree that officers who have served two (2) years as a Detective in the Detective Division of the Westerly Police Department and have served five (5) years on the force shall be eligible to take the Detective Sergeant exam.

Section 5 - Patrol Badges

Any member of the bargaining unit promoted to a Detective shall turn in their patrol badge, which shall be then utilized within the Patrol Division. Any member of the bargaining unit promoted to superior rank shall turn in their badge to the appropriate division.

Section 6- Bargaining Unit Work

Only members of the bargaining unit and higher ranking personnel shall represent and/or conduct themselves as permanently appointed police officers. Non-bargaining unit members may be authorized use of Department equipment by the Chief or his designee after bargaining unit members have been assigned Department equipment for use on their scheduled tour of duty.

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Section 7- Vacancies

Where a budgeted position has been posted and the internal process is complete, said position shall be filled within thirty (30) days thereafter. The starting date for new recruits will be subject to availability of space in the next Police Academy. New hires are not subject to the thirty (30) day vacancy clause. The Union shall be entitled to select one member of the Entrance Level Patrolman Oral Examination panel.

Section 8 - Retirees

With respect to members hired prior to July 1, 1993 and applying for and being granted a job-related disability pension, it is hereby agreed that:

A. The retired employee member shall continue to receive health care benefits as a retired police officer to the full extent as would other retired police officers pursuant to the collective bargaining agreement between the Town and the Union, subject to a retired member's obligations to accept health care offered through new employment, a spouse's employment, Medicare, Medicaid or Plan 65 as more specifically set forth in Article IX, Section 7B.

B. The retired employee member shall be entitled to cost of living adjustments of three percent (3%) non-compounded in his/her pension.

Section 9 - Bicycle Patrol

The Town may establish a bicycle patrol, hours of operation to be designated by the Chief of Police or his designee. Bicycle Patrols will be filled on a 4-hour minimum overtime basis or when adequate patrol staffing levels allow, patrol officers may be offered the assignment. Bicycle Patrols will be assigned only to certified bicycle officers. The Overtime shall be posted in advance in order that all certified bicycle patrol officers have the opportunity to sign up for the Bicycle Patrol Unit. Bicycle Patrols will consist of two members. The selection committee that selects officers for schools shall select officers to attend Police Mountain Bike School. Community Police Officers will not be required to patrol in teams. They may patrol as a team or as a single unit as part of their community policing function. The Bicycle Patrol Unit will be responsible for the purchase of their uniforms. Uniforms will be established by the Chief of Police.

Section 10 - K-9 Officers

The following are established guidelines for all K-9 officers of the bargaining unit:

1. The K-9 officer will be allowed to take home his canine police cruiser.

2. Sixteen (16) hours of canine training per month with a trainer/master trainer of the North American Police Work Dog Association. Canine officer will be taken off the schedule for the day of training, or be given the day off.

3. An additional eight (8) hours training per month will be completed during regular scheduled work hours.

4. One (1) week of training per year with a master trainer as well as N.A.P.W.D.A certification (National Certification) each year will be provided for court records.

5. The Town of Westerly agrees to provide at its expense all food and veterinarian services for the canines.

Section 11 - Detective Vehicles

Detectives will be allowed to take home his/her assigned department vehicle.

Section 12- Community Service Officers

The Town of Westerly, at its discretion, may create the position of Community Service Officer(s) to augment daily patrol of bargaining unit members. Community Service Officers will not be member of the bargaining unit. The CSO will be a part-time position staffed by individuals appointed by the Chief of Police during the summer season (May-September). The position of Community Service Officers may become a full-time position designed to provide assistance to patrol officers. This decision will be made based on the Town's assessment of the success of the position.

CSOs will be trained by and work under the supervision of a patrol watch commander. CSO duties will be to enforce parking ordinance in the downtown and Watch Hill business districts. In addition, CSOs will be trained to be watchful for public nuisances, i.e. loitering, in-line skating, skateboarding, trespassing and acts of vandalism and will be required to summon an officer when one of these acts is witnessed or a violation occurs. The Community Service Officer will be dressed in distinctive non-police attire.

Section 13 - Field Training Officers

Compensation for Field Training Officers for the period they are assigned to train a newly hired Patrol Officer will be at a rate of one (1) hour of compensatory time per eight (8) hour shift.

Section 14 - Training Assignments and BCI School

A. BCI School

When choosing a candidate to attend the BCI School, the following procedure shall be used:

The top three (3) scorers from the latest active detective test will be interviewed by the Chief of Police, the Detective Sergeant, and a member of the IBPO Local 503 selected by Local 503. The above mentioned committee, upon completion of the interviews will select the individual to attend the BCI School.

B. Training Schools, Seminars, and In-House Training Instructors

When choosing a candidate to attend any training school, seminar, or in house training instructors, the following procedure shall be used:

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1. A committee consisting of the Chief of Police or his/her designee, Administrative Training Officer, IBPO President, and IBPO Union Representative will be formed.

2. The purpose of the committee shall be to determine who will receive training and/or attend learning institutions other than BCI School.

3. Training sessions, school, and other educational opportunities will be posted, as they become available, by the Administrative Training Officer. Eligible officers will provide a letter of interest to the Administrative Training Officer. The committee will then meet to determine which officer(s) will attend said training or school. The choice will be based on the best interest of the Department and the officer. Factors to be considered, but not limited to, are seniority, time in rank, and the nature of the training. In the event that a choice cannot be made by the committee, the Town Manager will render the determining vote after interviewing the final two candidates.

Section 15 -Training Academy Costs

The parties understand that new police officers are required by the Town to execute an agreement in form satisfactory to the Town requiring that they pay in full to the Town all costs incurred by the Town in association with their attendance at the Municipal Police Academy in the event that they voluntarily leave employment with the Town within one year of graduation from the Academy, that they repay three-quarters of all such sums if they voluntarily leave the employ of the Town more than one year but less than two years after graduation from the Academy, that they repay one-half of all such sums in the event they voluntarily leave the employ of the Town more than two years but less than three years after graduation from the Academy, that they repay one-quarter of all such sums in the event that they voluntarily leave the employment of the Town more than three years but less than four years after graduation from the Academy. Included within the amounts to be repaid, but in no way limiting the same, shall be salary paid to the officer while attending the Academy, the cost of books, tuition, uniform, other school materials and the costs incurred by the Town in collecting such sums from such voluntarily terminating employees. (In the event that the law of Rhode Island is established, by statute or by final administrative ruling or final judicial holding, that it is unlawful for a community to recoup salary pursuant to a contract of this kind in Rhode Island, the parties agree that salary will then not be included in the computation of costs hereunder.) The parties agree that such individual agreements shall be binding upon the employee and the Town during and after the employee's probationary period.

Section 16- Psychological Fitness for Duty Procedure

The I.B.P.O. and the Town agree that circumstances may arise so that an officer's psychological fitness for duty may, in certain circumstances, threaten the public safety, the safety of the officer, or other members of the Department. In those circumstances the I.B.P.O. and the Town agree to the following protocol.

1. Relief from Duty

When in the opinion of an OIC an officer's conduct could reasonably threaten the safety of that officer, or other Department employees, the OIC or other senior officers shall generate a memorandum to the Chief of Police defining the OIC's concerns. The Chief of Police may relieve the officer of duty pending further evaluation. All pay and benefits will be continued if the officer is relieved from duty. When appropriate the

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industrial in nature.

5. Disposition.

It is the intent of the Westerly Police Department to rehabilitate an officer and achieve a return to full duty status.

Once received by the Chief of Police, the report of the examining professional shall be sealed and secured in the officer's medical file, separate from the officer's personnel file.

Upon receipt of the findings and/or recommendations of the physician or psychologist, the Chief of Police may:

- Return the officer to full duty.
- Place the officer on temporary light or modified duty.
- Remove the officer from any duties pending treatment and re-evaluation.
- Conditionally allow full or modified duty on receipt of treatment.
- Institute or resume disciplinary proceedings as appropriate.

Section 17 - Retirement Health Savings Plan

Retirement Health Savings Account Plan Summary

VantageCare Retirement Health Savings Plan:

This plan is the ICMA Retirement Corporation's employer-sponsored health benefit savings vehicle that allows employees to accumulate assets tax free to pay for medical expenses (e.g. health insurance, co-pays, prescription expenses, etc.) at retirement.

The criterion for retirement is outlined in Appendix B of the IBPO Contract effective July 1, 2013 to June 30, 2016 as follows:

Hired < 7/1/2010 with 20 years of service
Hired > 7/1/2010 with 25 years of service
Hired > 7/1/2013 with 25 years of service and attained the age of 52

Each member will have access to the funds for investment/management of the account. Contributions are invested in the Vantagepoint Mutual Funds including the Milestone Funds, Model Portfolio Funds and Low-cost Index Funds. The Town of Westerly will provide each participant with enrollment material when they are eligible to participate. Contribution for each member is based on their age and timing for the contribution is based on years of service. The assets will be available to the participant upon retirement to offset the cost of medical expenses. Upon your death, your account balance is transferred to an account to pay medical expenses for your surviving spouse and/or dependents tax free.

The plan will be funded annually, based on eligibility, by the Town of Westerly for those members

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Department may negotiate reasonable accommodations to reassign the employee to light duty for public safety or the efficient operation of the Department. Any accessible or Department issued weapon or other Department property may be seized.

2. Evaluation Order

If the Chief of Police determines after evaluation of all the facts that a Fitness for Duty Examination (FFDE) is warranted it is to be scheduled without unnecessary delay. The Chief of Police shall provide the employee with a written directive to report for the evaluation. The directive shall include the following:

- Brief description of the reason/s for the FFDE.
- Date, time and place where the FFDE is to be conducted.
- Name of the physician or psychologist conducting the FFDE.

3. Criteria of Evaluator.

- Be a licensed or certified psychologist or psychiatrist with experience in the diagnosis and treatment of mental and emotional disorders.
- Possess training and background in psychologist test interpretation and law enforcement psychological assessment techniques.
- Have a familiarity with literature in police psychology and the essential job functions of a peace officer.
- Be prepared by training and experience to qualify as an expert for any proceeding that may arise from the FFDE.

4. Fitness for Duty Examination and Report.

Prior to the examination, the officer will be provided copies of any and all written memoranda provided by the Department to the examining professional. No other communication with the evaluating professional is authorized.

The Department is not entitled to any more psychological information of an officer than is necessary to determine the presence or absence of job-related personality traits, characteristics, disorders, propensities, or conditions that would reasonably interfere with the performance of essential job functions. Officers shall not be required to release any medical records to the Chief of Police or agent of the Town of Westerly. Officers shall be required to release only to the evaluating professional those medical records necessary to establish the fitness for duty status. Release of medical records by an officer shall conform with the Health Insurance Portability and Accountability Act (HIPPA). The evaluator should consider neither less nor more than that which is necessary to answer the referral question. The limited written results of the FFDE will be provided to the Chief of Police as a confidential personnel record. The report and information received by the Chief of Police shall be limited to:

- A conclusion regarding the determination of fitness for duty.
- A description of the functional limitations of the employee.
- Whether the condition that leads to the functional limitations is industrial or non-

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of the Westerly Police Department hired after July 1, 1995 and who do not have a subsequent contract with the Town of Westerly. See breakdown of distribution of monies (see Appendix F).

Section 18 - Honor Guard

The Chief of Police may appoint as many as six (6) members of the Department to serve on the Honor Guard.

Said assignment shall be voluntary and not be considered a promotion.

The Chief of Police shall post the opportunity for said assignment no less than seven (7) days in advance. Said posting shall include (but is not limited to): hours and days of work, details of assignment, required training, length of assignment, qualifications, performance measures and responsibilities.

The Department shall equip the members of the Honor Guard with uniforms as determined by the Chief of Police. Said uniforms are property of the Department and shall be cleaned and maintained by the officer to whom it assigned.

The Chief of Police shall determine the annual training requirements of the Honor Guard.

The continuation of an officer as a member of the Honor Guard shall be determined by the Department Policy 250.14.

Attendance to the Memorial Day, Veterans Day, and Columbus Day parades are considered mandatory and subject to order in. The Chief of Police shall determine the number of officers to be assigned to each event.

Officers performing duties outside of their regularly-scheduled shift as part of the Honor Guard shall receive compensation or compensatory time, at the discretion of the Chief of Police, at a-rate of time and one-half (1 1/2), with a four-hour minimum.

ARTICLE XIII: LIAISON COMMITTEE

There is hereby created a Joint Liaison Committee consisting of six (6) members, three (3) of whom shall be selected by the Town of Westerly and three (3) of whom shall be selected by the Westerly Local #503, International Brotherhood of Police Officers' Executive Board and who shall be active members of the Westerly Police Department. Said Joint Liaison Committee shall meet monthly and as such additional times as determined by the Committee. The purpose of the Joint Liaison Committee and its functions shall be to discuss and address these matters affecting the morale, well- being, efficiency and operation of the Westerly Police Department.

ARTICLE XIV: DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2016 to June 30, 2019, and shall further remain in full force and effect until modified in writing. It shall automatically be renewed thereafter from year to year, unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to June 30, 2019.In the event of such notice to modify being given, negotiations shall begin no later than ten (10) days pursuant to said notice.

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IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals on the day and date first above written.

TOWN OF WESTERLY

By_____

WESTERLY LOCAL #503
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

By_____

ORIGINAL DOCUMENT

APPENDIX A: WAGE CHART

2016/2017 Contract - 2.5% Effective July 1, 2016								
	Hours Worked	Salary	Average Biweekly Hours	Biweekly Salary	Daily Hours Worked	Daily Rate of Pay	Hourly Rate	Overtime Rate
Detective Sergeant	2080	$95,441.12	80	$3,670.81	8	$367.08	$45.8852	$68.83
Day Shift Sergeant	2080	$89,583.84	80	$3,445.53	8	$344.55	$43.0692	$64.60
Detective	2080	$87,981.21	80	$3,383.89	8	$338.39	$42.2987	$63.45
Detective	1946.46	$82,581.82	74.86	$3,176.22	8	$339.41	$42.4267	$63.64
Sergeant	1946.46	$82,187.00	74.86	$3,161.04	8	$337.79	$42.2238	$63.34
Corporal	1946.46	$77,300.65	74.86	$2,973.10	8	$317.71	$39.7135	$59.57
Patrolman 5	1946.46	$75,763.15	74.86	$2,913.97	8	$311.39	$38.9236	$58.39
Patrolman 4	1946.46	$67,181.63	74.86	$2,583.91	8	$276.12	$34.5148	$51.77
Patrol 3	1946.46	$60,473.89	74.86	$2,325.92	8	$248.55	$31.0687	$46.60
Patrol 2	1946.46	$54,424.06	74.86	$2,093.23	8	$223.68	$27.9605	$41.94
Patrol 1	1946.46	$44,368.28	74.86	$1,706.47	8	$182.35	$22.7943	$34.19
2017-2018 Contract 3.5% Effective July 1, 2017								
	Hours Worked	Salary	Average Biweekly Hours	Biweekly Salary	Daily Hours Worked	Daily Rate of Pay	Hourly Rate	Overtime Rate
Detective Sergeant	2080	$98,781.56	80	$3,799.29	8	$379.93	$47.4911	$71.24
Day Shift Sergeant	2080	$92,719.28	80	$3,566.13	8	$356.61	$44.5766	$66.86
Detective	2080	$91,060.56	80	$3,502.33	8	$350.23	$43.7791	$65.67
Detective	1946.46	$85,472.18	74.86	$3,287.39	8	$351.29	$43.9116	$65.87
Sergeant	1946.46	$85,063.55	74.86	$3,271.67	8	$349.61	$43.7017	$65.55
Corporal	1946.46	$80,006.17	74.86	$3,077.16	8	$328.83	$41.1034	$61.66
Patrolman 5	1946.46	$78,414.86	74.86	$3,015.96	8	$322.29	$40.2859	$60.43
Patrolman 4	1946.46	$69,532.98	74.86	$2,674.35	8	$285.78	$35.7228	$53.58
Patrol 3	1946.46	$62,590.48	74.86	$2,407.33	8	$257.25	$32.1561	$48.23
Patrol 2	1946.46	$56,328.90	74.86	$2,166.50	8	$231.51	$28.9392	$43.41
Patrol 1	1946.46	$45,921.17	74.86	$1,766.20	8	$188.74	$23.5921	$35.39
2017-2018 Contract 3.5% Effective July 1, 2018								
	Hours Worked	Salary	Average Biweekly Hours	Biweekly Salary	Daily Hours Worked	Daily Rate of Pay	Hourly Rate	Overtime Rate
Detective Sergeant	2080	$102,238.92	80	$3,932.27	8	$393.23	$49.1533	$73.73
Day Shift Sergeant	2080	$95,964.45	80	$3,690.94	8	$369.09	$46.1368	$69.21
Detective	2080	$94,247.68	80	$3,624.91	8	$362.49	$45.3114	$67.97
Detective	1946.46	$88,463.71	74.86	$3,402.45	8	$363.59	$45.4485	$68.17
Sergeant	1946.46	$88,040.77	74.86	$3,386.18	8	$361.85	$45.2312	$67.85
Corporal	1946.46	$82,806.39	74.86	$3,184.86	8	$340.34	$42.5420	$63.81
Patrolman 5	1946.46	$81,159.38	74.86	$3,121.51	8	$333.57	$41.6959	$62.54
Patrolman 4	1946.46	$71,966.64	74.86	$2,767.95	8	$295.78	$36.9731	$55.46
Patrol 3	1946.46	$64,781.15	74.86	$2,491.58	8	$266.25	$33.2815	$49.92
Patrol 2	1946.46	$58,300.41	74.86	$2,242.32	8	$239.62	$29.9520	$44.93
Patrol 1	1946.46	$47,528.41	74.86	$1,828.02	8	$195.34	$24.4179	$36.63

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APPENDIX B: PENSION PLAN SPECIFICATIONS

ELIGIBILITY:	All permanent policemen.
NORMAL RETIREMENT:	A policeman may retire upon the completion of 20 years of service. For those members hired after July 1, 2010, they may retire upon completion of 25 years of service.
NORMAL RETIREMENT BENEFIT:	A pension equal to 50% of Annual Pay at retirement with 20 years of service. Officers who continue to work past 20 years of service may earn an additional 2% for each year of service up to a maximum pension benefit of 60% of annual pay for retirement with 25 years of service. Officers who continue to work past 25 years of service shall earn an additional 1% for each year of service up to a maximum pension of 65% of annual pay for retirement with 30 years of service. For those members hired after July 1, 2010, a pension equal to 50% of Annual Pay at retirement with 25 years of service. Officers who continue to work past 25 years of service shall earn an additional 3% for each year of service up to a maximum pension benefit of 65% of annual pay for retirement with 30 years of service. "Annual Pay at Retirement" shall mean a sum equal to the average monthly base salary received by the individual retiree for the twelve (12) months immediately preceding his/her retirement date, multiplied by twelve (12). For those members hired after July 1, 2013, they may retire upon completion of 25 years of service and attained the age of 52.
NORMAL FORM OF BENEFIT:	The normal form of benefit is a joint and 67.5% Survivor Annuity.

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DEATH BENEFIT (before vesting): Return of member's contribution.

DISABILTY BENEFIT:

Non-Occupational Causes
a pension computed as follows:

Years of	Percent of Final Annual Pay
10 or less	10%
10 – 15	18%
15 – 20	27%

Occupational Causes
A monthly income equal to 50% of compensation at the time of disability.

VESTING:

Less than 10 years of service – a refund of employee contributions with interest.

After 10 years of service but less than 20 years, non-disability early retirement – a deferred monthly income equal to accrued benefit commencing at age 55.

CONTRIBUTIONS:

Twelve (12%) percent of annual pay as set forth in Appendix A for all officers of the Department during each year the officer works.

ESCALATOR CLAUSE:

Any policeman retiring shall be entitled to a three percent (3%) escalator not compounded.

All members hired after July 1, 2010 shall be entitled to a three percent (3%) escalatory not compounded after 5 years on pension or age 52, whichever comes first.

All members hired after July 1, 2013, shall be entitled to a two percent (2%) escalator not compounded commencing at the start of Pension.

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APPENDIX C: ADMINISTRATIVE ASSIGNMENT SELECTION PROCEDURE

I. Policy

To provide opportunities for diversified experience for the largest number of employees possible, based upon ability and merit.

II. Purpose

To establish a procedure for the selection of officers to fill the Administrative assigned positions.

III. Procedure

A. Notification and Filing Procedure

1. When a vacancy arises in any administrative assignment, a memorandum will be posted announcing such vacancy and the final testing date.

2. Each person interested in applying for a vacant administrative assignment must submit a memorandum of interest to the office of the Chief of Police.

B. Selection

1. The selection process may consist of several different types of examinations depending upon the particular assignment. Each administrative assignment position in the Department will be listed on a separate Process and Qualification (P & Q) sheet. Across from each type of examination is listed the percentage of that process that figures into the total score. An examination that indicates "Pass/Fail" signifies that the examination must be passed to continue in the testing process.

2. The eligibility list for administrative assignment positions may remain in effect for one (1) year from the date the list is published.

3. In the event there is an insufficient number of qualified applicants for the posted vacancy, the P & Q requirements may be waived. Subsequently, all interested offices will be invited to apply for the vacancy.

APPENDIX D: HEALTH AND DENTAL PLAN SUMMARY

BENEFIT HIGHLIGHTS

Annual maximum: $2,000 per person, per calendar year

Maximum lifetime cap: unlimited

Maximum orthodontic lifetime cap $2,000

Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office.

Individual Deductible:	$0.00
Family Deductible:	$0.00

A Indicates Prior Authorization Required
P Indicates Pre-Treatment Estimate is Recommended
D Indicates Deductible Applies

Procedure	Covered At	Waiting Period	Frequency/Limitations *
DIAGNOSTIC			
Oral exam	100%	None	Once per calendar year performed by a general dentist
Bitewing x-rays	100%	None	One set per calendar year
Complete x-ray series or panoramic film	100%	None	Once every 36 months
Single x-rays	100%	None	As required
PREVENTIVE			
Cleaning	100%	None	Twice per calendar year
Fluoride treatment	100%	None	For children under age 19 once per calendar year
Space maintainers	100%	None	Once every 60 months for lost deciduous (baby) teeth
RESTORATIVE			
Amalgam (silver) fillings	100%	None	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the

Procedure	Covered At	Waiting Period	Frequency/Limitations *
			dentist's charge.
Crowns over natural teeth, build ups, posts and cores	100%	None	Replacement limited to once every 60 months
Recementing crowns or bridges	100%	None	Once every 60 months
ENDODONTICS			
Root canal therapy on permanent teeth	100%	None	One procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
PERIODONTICS			
Root planing and scaling	50%	None	Once per quadrant every 24 months
Osseous (bone) surgery	50%	None	Once per quadrant every 36 months (bone grafts are not covered)
Gingivectomies	50%	None	Once per site every 36 months
Soft tissue grafts	50%	None	Once per site every 60 months
Crown lengthening	50%	None	Once per site every 60 months
Periodontal maintenance following active therapy	50%	None	Two per year
PROSTHODONTICS			
Bridges and crowns over implants	50%	None	Replacement limited to once every 60 months
Partial and complete dentures	50%	None	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	None	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	None	Once every 60 months
IMPLANT SERVICES			
Surgical placement of endosteal implant and abutment	50%	None	Once per tooth site per lifetime
EXTRACTIONS AND ORAL SURGERY			

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Procedure	Covered At	Waiting Period	Frequency/Limitations *
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	None	
ORTHODONTICS			
Elective braces and related services	50%	None	For dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.
OTHER SERVICES			
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	None	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	None	

Dependent children are covered under these benefits up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

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- ***Deductibles***

  You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

  - $1,500 per individual plan; $3,000 per family plan in network
  - $3,000 per individual plan; $6,000 per family plan out of network
  - The deductible has an aggregate calculation which means that all deductible amounts paid count toward the family deductible amount, one or all can meet it.

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

  The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).

  - $3,000 per individual plan; $6,000 per family plan in network
  - $6,000 per individual plan; $12,000 per family plan out of network
  - The out-of-pocket limit has a hybrid calculation which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket amount.

- ***Please note:***

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

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Preventive Care ▪ Adult preventive care ▪ Child preventive care ▪ Immunizations ▪ Preventive lab, X-ray, and imaging	$0 per visit	40% per visit after deductible
Primary Care Office Visits ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care	0% per visit after deductible	40% per visit after deductible
Specialist Office Visits ▪ Specialty care ▪ Chiropractic (limit 12 visits per year) ▪ Routine eye exam (limit 1 visit per year)	0% per visit after deductible	40% per visit after deductible
Outpatient Services ▪ Diagnostic lab, x-ray, and imaging ▪ Medical/surgical care ▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies	0% per visit after deductible	40% per visit after deductible
Inpatient Services ▪ Hospitalization ▪ Maternity ▪ Mental Health ▪ Chemical dependency ▪ Rehabilitation (limit 45 days per year)	0% per visit after deductible	40% per visit after deductible
Hospital Emergency Services	0% per visit after deductible	0% per visit after deductible
Urgent Care	0% per visit after deductible	0% per visit after deductible

- ***Beyond Benefits***
  Sign in to your member page on BCBSRI.com, and you will have useful plan and wellness information at your fingertips.

Access Your Benefits:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out of pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

Health Topics & Discounts:

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.

Need Help

Call Customer Service

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours:
Monday – Friday, 8:00 a.m. to 8:00 p.m., Saturday – Sunday, 8:00 a.m. to 12 p.m., Eastern Time

What's Covered	What You Pay	
Service	In-Network	Out-of-Network
Telemedicine Visits	0% per visit after deductible	Not Covered
Retail Based Clinic Visits	0% per visit after deductible	40% per visit after deductible
Ambulance ▪ Ground	0% per occurrence after deductible	0% per occurrence after deductible
▪ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	0% per service/device after deductible	40% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year) ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	0% per visit after deductible	40% per visit after deductible
Prescription Drugs	Tiered copays applicable once deductible is satisfied*	Not covered

*Refer to "Your Prescription Drug Coverage" Summary

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000.

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Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers **$1500** for an individual plan **/** **$3000** for a family plan. For Out-of-Network providers **$3000** for an individual plan **/** **$6000** for a family plan. Doesn't apply to preventive services.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	Yes. For In Network providers **$3000** for an individual plan **/** **$6000** for a family plan. For Out-of-Network providers **$6000** for an individual plan **/** **$12000** for a family plan.	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of– pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes, this plan uses in-network providers. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 3 for how this plan pays different kinds of **providers**.

Do I need a referral to see a specialist?	No. You don't need referral to see a specialist.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 8. See your policy or plan document for additional information about

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Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Charge after deductible	40% coinsurance after deductible	None
	Specialist visit	No Charge after deductible	40% coinsurance after deductible	
	Other practitioner office visit	No Charge after deductible	40% coinsurance after deductible	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge	40% coinsurance after deductible	For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Physician/surgeon fees	No Charge after deductible	40% coinsurance after deductible	None
If you need immediate medical attention	Emergency room services	No Charge after deductible	No Charge after deductible	None
	Emergency medical transportation	No Charge after deductible	No Charge after deductible	None
	Urgent care	No Charge after deductible	No Charge after deductible	None

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If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge after deductible	40% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge after deductible	40% coinsurance after deductible	None
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	No Charge after deductible/office visit No Charge after deductible for outpatient services	40% coinsurance after deductible/office visit 40% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Mental/Behavioral health inpatient services	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	No Charge after deductible/office visit No Charge after deductible for outpatient services	40% coinsurance after deductible/office visit 40% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network	Limitations & Exceptions
	Substance use disorder inpatient services	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended
If you are pregnant	Prenatal and postnatal care	No Charge after deductible	40% coinsurance after deductible	None
	Delivery and all inpatient services	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended
	Home health care	No Charge after deductible	40% coinsurance after deductible	None

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If you need help recovering or have other special health needs	Rehabilitation services	No Charge after deductible	40% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Physical and Occupational Therapy is limited to 30 visits (combined for in and out of network). Speech Therapy is limited to 30 visits; Preauthorization is recommended for all visits
	Habilitative services	No Charge after deductible	40% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Physical and Occupational Therapy is limited to 30 visits (combined for in and out of network). Speech Therapy is limited to 30 visits; Preauthorization is recommended for all visits
	Skilled nursing care	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended for certain services.
	Hospice service	No Charge after deductible	40% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If your child needs dental or eye care	Eye exam	No Charge after deductible	40% coinsurance after deductible	Limited to one routine eye exam per year.

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	Glasses	Not Covered	Not Covered	None
	Dental check-up	Not Covered	Not Covered	None

Your Prescription Drug Coverage

The BCBSRI formulary (drug list) covers a wide range of commonly prescribed medications. The chart below shows how the drugs are divided into four "tiers." The tier copayments will go into effect **AFTER** you have met your deductible.

		Copayment per 30-day supply	Mail Order 90-day Supply
Tier 1	▪ Low-cost generics	**$7**	**$17.50**
Tier 2	▪ Higher-cost generics and preferred brand name drugs	**$25**	**$62.50**
Tier 3	▪ Highest cost generics and non-preferred brand name drugs	**$40**	**$100**
Tier 4	▪ Specialty drugs	**$65**	**N/A**

You can find the BCBSRI formulary by signing on to your BCBSRI.com member home page and following these steps:

1. Click "Pharmacy" in the navigation bar on the left.
2. Click "Premier" at the bottom of the page.
3. Click the "Manage Pharmacy Plan" link under the Drug Coverage section of the page.

You may also call Customer Service at 401-274-3500 or 1-800-564-0888

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APPENDIX E: MEMORANDUM OF AGREEMENT

Town of Westerly
Rhode Island

JOSEPH T. TURO, ESQ.
Town Manager

Town Hall
45 Broad Street
Westerly, RI 02891
tel (401) 348-2530
fax (401) 348-0340
jturo@westerly.org

September 14, 2007

By Hand:
Sergeant Shawn Lacey
IBPO
Westerly Police Station
Airport Rd.
Westerly, RI 02801

Re: Town of Westerly & Westerly Local 503, IBPO
Collective Bargaining Agreement Commencing 7/1/07 and Ending 6/30/10

Dear Sergeant Lacey:

Effective as of October 1, 2007, it is mutually agreed that, on an experimental basis, the Westerly Police Department will permit all vacations to be scheduled by single days, with no preference or precedence for employees opting for full-week vacations. This experiment will be continued until June 30, 2010. Thereafter it may be discontinued at anytime unless both parties agree, in writing, executed by the Union President and the Town Manager, to continue giving vacation by single days.

Very truly yours,

Joseph T. Turo
Town Manager

AGREED AS TO FORM AND SUBSTANCE:

LOCAL 503, IBPO

By: President IBPO

Date: 9/14/2007

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APPENDIX F: RETIREMENT HEALTH SAVINGS SCHEDULE

	YOS	AGE	2016	2017	2018	2019	2020	2021	2022
Mathew Hayden	9	45	$13,558.81						
Dana Gervasini	9	39	$8,403.34						
Paul Gingerella	9	32	$4,808.99						
Kristen Kyhos	9	38	$7,759.32						
Shawn Rathgaber	8	31		$4,808.99					
Brian Ruzzo	7	31			$5,208.14				
Howard Mills	6	36				$8,403.34			
Ryan Page	6	32				$6,108.56			
Terence Malaghan	6	30				$5,208.14			
David Toscano	6	33				$6,615.57			
Greg Barna	5	30					$5,640.41		
Marshall Johnson	4	32						$7,759.32	
Bruce Celico	4	26						$4,440.44	
Brian Bruno	3	33							$8,403.34
Nicholas Mouradjian	3	27							$5,208.14
Mathew John	3	26							$4,808.99
Jedidiah Giguere	3	27							$5,208.14
Amanda Rinn	3	28							$5,640.41

	YOS	AGE	2023	2024
Jonathan Leddy	2	25	$4,808.99	
Travis Nichols	2	30	$7,164.66	
Alison Ruisi	1	24		$4,808.99