

**NEGOTIATIONS BETWEEN THE TOWN OF TIVERTON AND IBPO, LOCAL 406
FOR A COLLECTIVE BARGAINING AGREEMENT COMMENCING JULY 1, 2018**

TENTATIVE AGREEMENT

Except as specified below, and subject to ratification by the Town Council, the Town of Tiverton proposes to retain the terms set forth in the collective bargaining agreement between the parties for the period of July 1, 2015 through June 30, 2018 in their entirety.

AGREEMENT

Amend by replacing “2015” with “2018”.

ARTICLE I

Section 4. Bargaining Unit Assessment

Amend to read: “International Brotherhood of Police Officers, Local #406, being the exclusive bargaining agent for all permanent police officers of the Town of Tiverton, shall have the right to assess all permanent police officers who are members of IBPO, Local #406 a sum equal to the monthly dues and any and all assessments for legal fees for services performed by the bargaining unit, but this shall not obligate the Town to make a deduction for any officer who objects to same.”

ARTICLE II

Section 1. Management Rights

Amend by adding the following paragraph:

“Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergency situations to protect the public interest even if such action is contrary to the express terms of this Agreement.”

ARTICLE IV

Section 1. Vacancies in Patrolman’s Ranks

Amend the second paragraph to incorporate MOA:

- 1 - Chief of Police
- 1 - Uniformed Captain
- 1 - Detective Lieutenant
- ~~1 - Staff Lieutenant~~
- 1 – Planning and Training Sergeant
- 1 – Detective Sergeant
- 1 - Detective
- 3 - Uniformed Lieutenants
- 3 - Uniformed Sergeants
- ~~15~~14 - Uniformed Patrol Officers
- 1 - School Resource Officer

Section 1.1. School Resource Officer

Amend fourth sentence of second paragraph to read: “The SRO will count towards minimum staffing during school vacations, summer break, and any other day in which school is in not in session.”

Amend third paragraph to read: “During school vacations and summer break and other days when school is not in session the SRO will work an administrative schedule (five day week Monday-Friday) from 0800 to 1600 Hours. During vacations and summer break and other days when school is not in session the SRO will be responsible for duties at the discretion of the Chief.”

Section 3. Promotions

Amend subparagraph (a) by deleting second paragraph.

Amend subparagraph (b) to read: “For promotion to Lieutenant a candidate must hold the rank of Sergeant as of the date of the promotional examination.”

Amend subparagraph (c) to read: “For promotion to Captain a candidate must hold the rank of Lieutenant as of the date of the promotional examination.”

Section 4. Test and Other Qualifications for Promotion

Amend first sentence of section to read: “All bargaining unit promotions within the Tiverton Police Department shall be subject to the following:”

Amend subparagraph (b) by making the existing paragraph (b)(1), and by adding a new paragraph (b)(2), that reads: “The promotional process for the positions of Sergeant, Lieutenant, and Captain will take place every two (2) years on a date in the month of October whether there is a position vacant or not. This will create and keep an active list of candidates for promotion. The list will be in effect for two (2) years from the date the promotional list is certified by the Chief of Police.”

Delete (c) and replace with:

“(c)(1) Written Examination: All candidates for all positions must obtain a passing score of seventy (70) on any given promotional examination.”

“(c)(2) Upon receiving a passing score, the candidate will move to a review panel composed of at least three (3) uninterested, current supervisors of the Tiverton Police Department, not to include the Chief. Each member of the review panel will rate each candidate. The maximum number of points that each panel member can give to a candidate will be based on the number of candidates in the process. For example, if four officers test for the position of sergeant, then a panel member can give each candidate up to four points. The discussion by panel members shall include, but not be limited to, the candidate’s attendance, work ethic, activity, and ability to perform the position for which he/she is testing. “

“(c)(3) The top three (3) candidates selected by the review panel will be forwarded to the Chief of Police. The Chief will have the ability to select from those top (3) candidates. All promotions shall be subject to approval by the Town Administrator.”

Delete paragraph (d) and subparagraphs (d)(1) through (d)(6) and replace with a new paragraph (d) that reads: “Promotion examinations shall consist of a written examination and a review panel, as described above.”

Delete paragraphs (e); (g); (g)(1); (i); (j); and (k).

Amend paragraph (h) to read: “Written examination questions shall be identical for all police officers taking the examination.”

Amend paragraph (l) by deleting second and third sentences.

ARTICLE V

Section 2. Details to Other Departments Prohibited

Amend to read: “The Town of Tiverton agrees that members of the Police Department whose duties are defined in Article V, Section 1, shall not be detailed to other departments of the Town, except as otherwise provided for by this Agreement (e.g., SRO assigned to School Department).”

ARTICLE VI

Amend Section 2 (Per Memorandum of Agreement):

“SECTION 2. PLANNING AND TRAINING SERGEANT STAFF LIEUTENANT:
There will be a permanent position for a Uniformed Sergeant Lieutenant. No other members of the Tiverton Police Department will be scheduled for this position. This Sergeant Lieutenant position will consist of the following basic job description:

Supervise & operate:

- (1) Training Division.
- (2) Records Division.
- (3) Inspectional Services Division.

Responsibilities:

- (1) To create and maintain an in-service training program for all members of the department.
- (2) Assist in conducting the process of recruitment and selection of department personnel.
- (3) Assist and monitor the process of purchasing and

licensing of firearms and the dissemination of public records.

- (4) Maintain records and conduct inspections and inventory of all department owned vehicles and equipment to ensure efficiency and effectiveness.
- (5) Assist with and maintain files in support of the process towards achieving and maintaining department accreditation.
- (6) other, such duties as designated by the Chief.

Hours: (1) Five (5) day week - Monday through Friday with floating hours at the discretion of the Chief of Police.”

Amend Section 2(a) to read:

“There will be a special shift created for a Uniformed Captain. No other members of the Tiverton Police Department will be scheduled for this shift. This shift is being created for a Uniformed Captain to have duties, responsibilities, and hours set by the Chief of Police in his or her sole discretion. If the position of Captain is not filled, this shift will be abolished. The position will consist of a job description to be created by the Chief of Police.”

Section 3. Shift Posting

Revise paragraph (a) to read:

“All shifts, beats and posts must be posted on the bulletin board at the police headquarters for a minimum of (7) days prior to their becoming effective.

(a) All extra shift details shall be posted on the bulletin board at Police Headquarters for a period of approximately thirty (30) days in advance of commencement of all shifts.

All police officers may bid for these extra shifts on the basis of seniority. Extra shifts that are not voluntarily filled within five (5) days prior to the commencement of said shift(s) will be assigned on an involuntary basis.

Involuntary assignments shall start with the most junior police officer. The three most junior officers shall be required to carry Department issued cell-phones ~~beepers~~. In the event of an order back the most junior officer will be notified via call or text message ~~beeped~~ and given 15 minutes to call Police Headquarters. If in 15 minutes no return call is made by the officer, the second most junior officer shall be notified via call or text message ~~beeped~~, and adhere to the above. This section shall apply to the third most junior officer. Officers that are notified ~~beeped~~ and fail to call Police Headquarters back could be subject to disciplinary action by the Town, Union and or both. No officer shall remove/bump an officer(s) who has been involuntarily assigned, unless having the assigned officer(s) consent.

Department Cellular Phones: Officers assigned department cell phones will be responsible to monitor and maintain same. Officers will only be compensated during the time of an order back, and only when such order back time is actually worked by said officer. Officers shall not be compensated for any other reason. The officer will be responsible to make arrangements with another officer to hold their department cell phone in the event said officer knows he or she will be unavailable for a call back. The O.I.C of the shift shall be informed of any change/swap and the same will be documented by an Interdepartmental memorandum. Once an officer has been ordered back, he or she shall turn their assigned cell phone ~~beeper~~ over to the O.I.C. of the shift. The O.I.C. will assign the department cell phone to the next most junior officer not carrying a department cell phone. At the start of every month the department cell phones shall be assigned to the three most junior officers.

Officers can only be involuntarily assigned once during the calendar month, unless all officers in the uniform division were assigned during that calendar month. Officers

exempt from order back are as follows: Officers on sick leave, family leave act, bereavement leave, vacation, or other approved leave as determined by the Chief of Police.

Officers working extra shift(s) assignments either voluntarily or involuntarily shall be paid at the rate of time and one half their regular hourly wage.

Notwithstanding the above, should the Chief be unable to fill shift vacancies as described hereinabove in this Section, or should an officer previously assigned to a shift, either voluntarily or involuntarily, call out of work for said shift, the Chief will be able to order to work, at his discretion and without regard to the requirements of paragraphs (a) and/or (b) above, any available officer or holdover for duty any available officer regardless of said officer's rank. Such action by the Chief under this paragraph shall not be subject to the grievance procedure (Article XIV) of the contract."

In addition, the parties will execute a side letter in effect for the duration of the contract, which will state: "The Town, through the Chief and the Town Administrator, and the Union agree to meet at least quarterly to discuss the distribution of overtime and proposed changes to the Department's overtime callback system. If such meetings result in proposed changes to the collective bargaining agreement, the parties agree to present the proposed changes to the Town Council and the Union membership for ratification."

Section 7. Uniforms

Delete final paragraph and chart and add the following New Section:

"The parties agree that probationary police officers, within ninety days of appointment as such, shall be required by the Town to execute an agreement in a form satisfactory to the Town requiring that they repay all costs incurred by the Town, other than salary and health benefits, related to their attendance at the Rhode Island Municipal Police Training Academy in the event

that they voluntarily leave employment with the Town within a specific time period after graduation from the Academy according to the following schedule:

Repayment	Time period after graduation
Pay in full all costs incurred	Within two (2) years of graduation
Repay three-quarters (3/4) of costs	Between two (2) and three (3) years
Repay one-half (1/2) of costs.	Between three (3) and four (4) years
Repay one-quarter (1/4) of costs	Between four (4) and five (5) years.

Included within the amounts to be repaid shall be the cost of books, tuition (if any is paid), uniforms, other school materials and costs incurred by the Town in collecting such sums from such voluntarily terminating employees. This Section shall not apply to a police officer who separates from the Department for a job outside the field of law enforcement and does not return to the field of law enforcement for at least five (5) years after the date of separation from the Department. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period and enforceable through the grievance and arbitration mechanism of this Agreement or a court of competent jurisdiction. The parties further agree that the agreement referenced in this section shall authorize the Town to deduct any such amounts from his/her final paycheck upon separation."

Section 10. Paid Holidays

Amend (a) as follows:

"Holiday pay shall be eight (8) hours of pay in addition to the officers' weekly salary and shall be paid to each officer over and above the weekly salary whether he/she works the holiday or not. ~~Each Officer has the option to take compensatory time, in lieu of pay for each holiday. The officer who wants to receive eight (8) hours compensatory time, in lieu of eight (8) hours~~

~~pay, must submit notification on writing to the Office of Chief, fourteen (14) days prior to the holiday. The Officer may receive compensatory time in lieu of pay for each holiday whether he/she works the holiday or not.~~

If an officer works the holiday, he/she shall be compensated for an additional one-half (1/2) day. ~~Each Officer has the option to take compensation time in lieu of pay for each holiday. The Officer may choose to receive four (4) hours compensatory time.~~ In addition to the above, if an officer works after 4:00 p.m. on December 24th, he/she will be compensated at one and one-half (1 1/2) times over his/her normal rate of pay.”

ARTICLE VII

Section 1. Vacations

Add new subparagraph (g) that reads: “All officers hired on or after July 1, 2018 will receive their vacation allotment on January 1st of each year. All officers hired prior to July 1, 2018 will receive their vacation allotment on July 1st of each year.”

ARTICLE IX

Section 1. Injuries and Illness

In second to last paragraph, replace “bind” with “and” in the following sentence: “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 a third physician agreed to by the Union and ~~bind~~ the Town shall examine the member and the physician’s findings shall prevail.”

Section 2. Blue Cross and Blue Shield

Delete and renumber subsequent sections.

Section 2.1. Divorce Decrees

Amend as follows: “The Town agrees to honor any divorce decree regarding healthcare benefits; provided, however, this Section does not obligate the Town to provide a police officer, or his/her spouse, with any benefit that is not otherwise provided through this Agreement.”

Section 3. Blue Cross/Blue Shield Health Savings Account

Rename Section: “Health Insurance for Active and Retired Employees”

Subsection (A) (Health Insurance for Active Employees)

Delete and replace with the following: “Effective July 1, 2018 and for the life of the contract, the health care plan for all active members of the department shall be a High Deductible Health Plan with a Health Savings Account (hereinafter referred to as “HSA”) with a calendar year deductible of \$4,000 for family coverage and \$2,000 for individual coverage. The Town shall provide an HSA health care plan, which shall have a benefit level, service level, and network level, no less than the level described in Exhibit A attached to this CBA.

Within thirty (30) days of the commencement of the calendar year deductible, the Town agrees to advance the monetary amounts of the said deductibles (\$4,000 family or \$2,000 individual) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of the health care plan (HSA).

Members of the department through payroll deductions shall pay the following amount of the above-cited deductibles advanced to the members back to the Town:

FY2019: The member shall repay \$2,500 (family) / \$1,250 (individual)

FY2020: The member shall repay \$3,000 (family) / \$1,500 (individual)

FY2021: The member shall repay \$4,000 (family) / \$2,000 (individual)

The Town's advance shall be repaid by the employee in accordance with the foregoing schedule in approximately equal installments in each pay period during the fiscal year via pre-tax deduction. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the unpaid portion of the Town's advance (as of the date of separation) in-full, which the Town may deduct from such employee's final paycheck. As a condition of receiving this advancement of funds, each employee shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation. For all new hires, the Town shall advance to the new hire the full amount of the deductible (\$4,000 family or \$2,000 individual, as appropriate), and the new hire shall agree to repay the Town for one-half of such advanced deductible (\$4,000 family or \$2,000 individual, as appropriate) upon separation of employment, and the new hire shall not be required to repay such advanced funds during that first year of employment (unless they separate prior to the end of their first year). As a condition of receiving this advancement of funds, each new hire shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation."

Add a new Subsection (B) labeled "Health Insurance for Retirees" that reads:

"(1) For all police officers hired by the Town of Tiverton prior to July 1, 2018, who retire on or after July 1, 2018 with at least 20-years of continuous service to the Town of Tiverton Police Department, the Town shall provide a High Deductible Health Plan with a HSA with a calendar year deductible of \$4,000 for family coverage and \$2,000 for individual coverage until such retiree reaches age 65 or Medicare eligibility, whichever occurs first. The retiree shall be responsible for paying the full calendar year deductible. Within thirty (30) days after the commencement of the retiree's first full calendar year of post-employment health care, the Town

will make an annual payment of \$2,000 to each retiree enrolled in a family plan or \$1,000 to each retiree enrolled in an individual plan for a maximum of ten (10) years in retirement, or until such time as the retiree reaches age 65 or Medicare eligibility, whichever occurs sooner. Upon the retiree reaching Medicare eligibility, the retiree shall be provided with supplemental Plan 65 coverage and Medicare Part B coverage.

If an employee provides the Chief of Police with a written, irrevocable offer of retirement at least six (6) months prior to his/her retirement date, the Town will advance one-half of the monetary amount of the employee's first full calendar year retirement deductible (\$2,000 family or \$1,000 individual) into the employee's Health Savings Account prior to the employee's scheduled retirement date, and such contribution shall be in lieu of (and not in addition to) the retiree's first \$2,000 / \$1,000 payment referenced in the immediately preceding paragraph above. For such retirees, the Town will not make the \$2,000 / \$1,000 payments referenced in the immediately preceding paragraph during the officer's first full calendar year of retirement; such payments will commence in the retiree's second full calendar year of retirement."

“(B)(2) For all police officers hired by the Town of Tiverton on or after July 1, 2018, who retire with at least 25-years of continuous service to the Town of Tiverton Police Department, the Town shall provide the retiree with a choice of the following for post-employment health care benefits: either (1) a High Deductible Health Plan with a HSA, individual coverage only, with a calendar year deductible of \$2,000, until the retiree reaches age 65 or Medicare eligibility, whichever occurs sooner, or (2) a High Deductible Health Plan with a HSA, family coverage, with a calendar year deductible of \$4,000, for a maximum of 5 consecutive years after retirement, or until such retiree reaches age 65 or Medicare eligibility,

whichever occurs sooner. For either choice, the retiree shall be responsible for paying the full calendar year deductible with no advancement or payment of deductible funds by the Town.”

Section 2.2. Front Loading of HSA Payments

Delete.

Section 3. Student Rider [Renummer Sections]

Replace reference to Blue Cross / Blue Shields with generic health care reference and renumber sections because there are currently two Section 3's.

Section 4. Vision Care Rider

Replace reference to Blue Cross / Blue Shields with generic health care reference.

ARTICLE X

Section 1. Other Compensatory Time

Attach terms of Compensatory Time MOA to this Agreement.

Amend to incorporate terms of MOA: “Officers of the Tiverton Police Department shall be able to convert overtime hours worked to “other” compensatory time. For purposes of this section only, “overtime hours worked” shall refer to hours in excess of nonstatutory (non-FLSA) time, but not beyond forty (40) hours per work week. Other compensatory time received by an officer in lieu of overtime compensation will be at a rate of one and one-half hours of compensatory time for each hour of overtime worked. Once the conversion is made, the town shall not be responsible to make any monetary payment for the overtime worked. Other compensatory time must be used prior to any officer’s retirement, resignation, and or termination, as the town shall not be liable for reimbursements. At no time will an officer be allowed to accumulate more than two hundred and forty (240) hours of other compensatory time (i.e. one hundred and sixty (160) hours of overtime worked). Other compensatory time usage,

when requested ~~shall~~ ~~shall~~ be granted by the Chief of Police within a reasonable period of the receipt of the request as long as the granting of the request does not cause any or create overtime (either non- FLSA or FLSA time) considerations for the department; provided, however, the Chief of Police shall not be required to grant any such request more than thirty (30) days prior to the date of requested usage. Approval of the use of other compensatory time will not be reversed except in the case of a departmental emergency. Application of the terms of this section is intended to be consistent with 29 CFR 553.28 and shall not be considered to be a violation of Article VI, Section 1, "Hours", Article VI, Section. 5, "Overtime" or provisions of the federal Fair Labor Standards Act."

Section 2. Voluntary Vin Check Duty

Amend to read: "A ~~six (6)~~ four (4) hour overtime shift shall be posted every week for VIN checks, excluding holidays. The duty will be assigned by seniority. This shift will be on a voluntary basis, and if no Officer volunteers for the shift, it will go unfilled. The shift will continue to be posted each week, even if it goes unfilled. The Officer assigned to this shift will be compensated with overtime or compensatory time, in concurrence consistent with Article X, Section 1. The Officer will receive four (4) hours of overtime or ~~eight (8)~~ six (6) hours compensatory time for this shift. In the event of severe weather or emergency circumstances the Officer will revert to normal patrol duties, at the normal overtime rate of pay. In the event that this shift is unfilled, an on-duty Officer will be assigned to do VIN checks."

ARTICLE XI

Section 1. Salaries

Amend to add positions reflected in staffing MOA.

Amend top step patrol and above to reflect the following pay increases:

FY2019: 2% effective July 1, 2018

FY2020: 3% effective July 1, 2019

FY2021: 2% effective July 1, 2020; 2% effective January 1, 2021

Section 2. Other Post Employment Benefits

~~Delete, commencing on the first payroll after the ratification of this agreement by the Union and the Town Council. [Proposal withdrawn]~~

Section 3. Compensation for Rank

Add new subparagraph (e) that reads: “Notwithstanding any provision of this Agreement to the contrary, any officer transferred to the detective division on or after September 30, 2018 will be compensated at three and one-half percent (3.5%) above the rate of pay for personnel at the 1st class patrolman.”

Section 4. Private Employment Detailed by the Department

Amend (h) to read: “The Town ~~union~~ shall maintain scheduling of all details. The Town will be responsible for billing all person(s), vendors, and/or companies for any and all detail work performed by police officers. ~~Scheduling for private details and roadwork shall be performed and maintained by the Union on non-Town of Tiverton time.~~ The Town is responsible for transferring compensation to police officers having worked details. The Town shall transfer compensation to officers within twenty-one (21) days from when the detail(s) work was performed. The Town will be charged with the responsibility to make sure that any person/vendor company with a history of delinquent detail payments to the Town will be required, before hiring a detail, to place money with the Town at least equal to the detail payment. Where notified in advance by the Union, the Town agrees that it will seek pre-payment of details from the person/vendor/company identified by the Union. No member will be

compensated monetarily by the Town or Union for error in rotation. ~~A complaint will be filed with the union and if the officer has been violated his or her~~ If there is an error in rotation, the aggrieved officer's slip will move to the top of the rotation list, and issued the next available detail. The detail officer in charge will be responsible to submit weekly detail assignment slips to the Treasurer's Office. The list will include the officer(s) name, hours worked, name of person or company worked for and the address.

~~In the event that the town does not receive payment within 180 days from when the company who hired the Detail Officer is billed, the Union shall reimburse the Town for the detail pay."~~

Amend (j) to read: "The Chief shall assign an officer to President of I.B.P.O. Local #406 ~~and his/her designee shall~~ be in charge of scheduling details. All details to be scheduled for a week or longer, shall be billed an administrative fee of two (2) additional hours in the same manner as outlined in (a) of the above section, said hours to be paid to the detail officer in charge; provided, however, this sentence shall not apply to any casino related detail."

Section 7 – Accreditation Incentive [NEW]

Add the following language: "Upon the Chief of Police's submission of an application for accreditation of the Tiverton Police Department with RIPAC, or an equivalent state or nationally recognized law enforcement accreditation agency, the Town will provide each officer employed at the time of such application with a one-time payment of \$500 in FY2019. Thereafter, the Town and the bargaining unit members will work in good faith and use their best efforts to obtain and maintain such accreditation for the Department. In exchange for this commitment, the Town will provide each member of the bargaining unit with an additional payment of \$500 on July 1, 2019, and July 1, 2020; provided, however, if, through no intentional

act of the Town, the Tiverton Police Department's application for accreditation is denied by the accreditation agency or the Town loses accreditation, then the Town shall not be obligated to make any remaining payments set forth in this Section. The parties agree that the accreditation payment provided herein shall not be pensionable."

ARTICLE XII

Section 1. Probationary Patrolman

Amend initial paragraph to read: "All initial appointments as Police Officers shall be made for a probationary period; the conditions of which shall be determined ~~determiner~~; by the rules and regulations of the Tiverton Police Department."

ARTICLE XIII

Section 1. 20 Years Retirement Plan & Section 2. 25 Years Retirement Plan

Amend (f) to read: "Effective July 1, 2018, the yearly benefit paid to employees who become totally and permanently disabled from any cause after the completion of ten (10) ~~seven~~ (~~7~~) years of service shall be equal to fifty (50%) percent of the final compensation. If the disability is due to occupational caused, regardless of age or length of service, the member will be entitled to sixty-six and two thirds (66 2/3%) percent of his final earnings including all retirement benefits."

Amend (h) to read: "Commencing July 1, 2018~~1988~~, all regular, police officers who have retired after July 1, 2018 on a total and permanent disability shall receive an annual increase in his or her pension payment, non-compounded ~~annually~~, at the rate of one (1%) ~~three (3%)~~ percent per annum.

At the employer's request, the disability retiree shall undergo an annual physical examination by a physician, chosen by the Town and at the Town's expense. In the event that it

is determined that the disabled retiree is no longer totally and permanently disabled, then during the years that the retiree is not totally and permanently disabled the aforesaid one (1%) ~~three (3%)~~ percent annual increase shall be suspended, provided, however, the retiree shall have the right to grieve any adverse decision under the grievance procedure set forth in this agreement.”

The foregoing changes to (f) and (h) herein are expressly contingent upon the Town taking all necessary steps to make the disability pension a tax-exempt benefit for eligible retirees, and such changes to (f) and (h) shall not take effect until the date the disability pension becomes a tax free benefit. The parties agree to memorialize this agreement in a MOA to be executed contemporaneously with the collective bargaining agreement.

ARTICLE XIX

Section 3. Repayment of Education Expenses [New]

“The Town and the Union hereby agree that any employee receiving reimbursement for eligible educational expenses pursuant to R.I. Gen. Laws Section 42-28.1-1, as amended, shall be required to pay to the Town an amount equivalent to such reimbursement, or percentage thereof, in the event that the employee voluntarily leaves employment with the Town (other than for retirement) within a specific time period after receiving such reimbursement according to the following schedule:

<u>Repayment</u>	<u>Time Period after Receipt of Reimbursement</u>
100%	Within 2 Years
75%	Between 2 and 3 Years
50%	Between 3 and 4 Years
25%	Between 4 and 5 years

The Union and Town agree that employees receiving such reimbursement shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon voluntary separation for other than retirement. The parties agree that such individual authorizations shall be binding upon the employee and enforceable through the grievance and arbitration mechanism of this Agreement or a court of competent jurisdiction.”

ARTICLE XX

Section 3. Detective Division

Amend to read:

“Effective upon ratification of this agreement by both parties the Detective Division shall consist of at least one (1) Detective Lieutenant, at least one (1) Detective Sergeant, and at least one (1) Detective. The Detective (transferred into the Detective Division prior to September 30, 2018) and the Detective Sergeant will be compensated at the Sergeant rate of pay while working within the Detective Division. It is understood that receiving the Sergeant rate of pay while in the Division does not constitute Sergeant status. Any Detective transferred into the Detective Division on or after September 30, 2018 will be compensated at three and one-half percent (3.5%) above the rate of pay for personnel at the 1st class patrolman. The Detective position shall be filled for not less than three months. The Chief of Police will select an officer of the Department with at least one-year of service. All transfers into and out of the Detective Division are at the discretion of the Chief of Police. At the discretion of the Chief of Police, additional Detective positions as outlined above may be created.

Officers assigned to the Detective Division will not be subject to orderback for any uniform patrol shifts or functions, except for emergency situations (as determined by the Chief of Police). Officers assigned to the Detective Division will also be removed from the seniority

rotation for any uniformed overtime. If no uniformed patrol officer takes the overtime shift, it will then be offered to Officers assigned to the Detective Division in order of seniority within the Division prior to a uniformed patrol officer being ordered back. Notwithstanding the foregoing, Officers assigned to the Detective Division will still hold their seniority within the Police Department for the purpose of working any Twin River Casino Details.”

ARTICLE XXIV

Section 1. Health and Wellness

Delete obsolete language.

ARTICLE XXV

Section 1. Union Security

Delete and renumber sections.

Section 2. Checkoff

Amend first paragraph to read: “The Town agrees to deduct from the wages of members ~~and nonmembers~~ of the I.B.P.O. any dues or assessments ~~dues, assessments, or service charges~~ for such payroll periods as it is authorized in writing to deduct by the individuals covered by this Agreement.”

Section 3. Penalty for Failure to Comply with Union Security

Delete and renumber section.

ARTICLE XXVI

Section 1. Term of Agreement

Amend dates to reflect a three-year agreement commencing July 1, 2018.

Miscellaneous

The parties agree to execute a Memorandum of Agreement in connection with this Agreement, through which the parties agree to meet prior to January 1, 2019 to discuss the Chief of Police's proposed reorganization of the Police Department to include the creation of a non-bargaining unit Deputy Chief position commencing on or around July 1, 2019; provided, however, that such discussions are not subject to binding interest arbitration pursuant to the Municipal Police Arbitration Act, or otherwise.

The foregoing tentative agreement shall have no binding force or effect unless and until final ratification by both the Town Council and the members of the bargaining unit.

Town of Tiverton

IBPO Local #406

Date

Date

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