

AGREEMENT

Between

IBPO LOCAL #555

and the

TOWN OF BARRINGTON

*July 1, 2022 thru June 30, 2025*

**TOWN OF BARRINGTON AND IBPO LOCAL #555<sup>5</sup>**  
**COLLECTIVE BARGAINING AGREEMENT**

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**AGREEMENT**

Pursuant to the provisions of Title 28 of the General Laws of the State of Rhode Island, as amended, entitled, "Labor and Labor Relations, as amended, and providing for the settlement of disputes between municipal employees (except policemen, firemen and certified public school teachers) and municipal employers," this Agreement is made and entered into this 20<sup>th</sup> day of May 2019, by and between the Town of Barrington, RI, acting through its Town Manager, herein referred to as the "Town, " and Local #555 International Brotherhood of Police Officers, herein referred to as the "Union. "

## ARTICLE I

### Section 1. RECOGNITION

The Town hereby recognizes and acknowledges that Local #555 International Brotherhood of Police Officers is the exclusive bargaining agent for all non-police employees, employed as regular fulltime personnel of the Police Department for the purpose of collective bargaining and entering into agreement relative to wages and rates of pay, hours and other items and conditions of employment.

## ARTICLE II

### Section 1. UNION MEMBERSHIP

All non-police employees employed as regular full-time personnel by the Police Department of the Town of Barrington shall have the option to voluntarily join the Union or refrain from so joining.

### Section 2. UNION DUES

The Town agrees to deduct union dues upon receipt of authorization cards expressly indicating voluntary consent from members of Local #555 covered by this Agreement. Such authorization cards are to be submitted not less than thirty (30) days prior to their effective date and such dues shall be deducted from the first payroll of the month. The Town shall forward to the Comptroller of IBPO, 285 Dorchester Avenue, Boston, MA, such dues deductions by the fifteenth (15th) day of the month following the month of deduction.

## ARTICLE III

### Section 1. MANAGEMENT RIGHTS

It is agreed by the parties hereto that the Town of Barrington shall retain the exclusive right to direct, supervise, hire, promote, discharge, suspend, discipline, transfer, assign, schedule, and retain employees, relieve employees from duties because of lack of funds; to determine methods, processes, means, job classifications, and personnel by which operations are to be conducted pursuant to the Town's Home Rule Charter and any and all other applicable rules, regulations, ordinances or laws governing employees of the Town of Barrington.

### Section 2. SEVERABILITY CLAUSE In the event any provision or part of this agreement is found to be invalid or unenforceable by statute or law, only that particular provision or part so found, and not the entire agreement, will be inoperative.

## ARTICLE IV

### Section 1. SENIORITY

The non-police employees of the Police Department shall have seniority rights in grade based upon length of employment and said seniority, insofar as practical, shall prevail with regard to holidays, vacations and transfers to permanent shift vacancies.

### Section 2. SENIORITY DETERMINATION

The seniority of a non-police employee of the Police Department covered by this Agreement shall be determined by the length of time in grade said employee has been employed as a full-time employee covered by this Agreement. In the event that more than one employee was appointed on the same day, the senior employee shall be the individual who by application date for employment first filed same for employment with the Town of Barrington.

Upon successful completion of the probation period, an employee's seniority shall revert back to the date of hire.

### Section 3. SENIORITY LIST

A permanent up-to-date seniority list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit and information of all non-police employees, and all future seniority questions shall be resolved in accordance therewith.

### Section 4. SENIORITY

Seniority will take place if other duties are required that is not in the normal description of the IBPO member's job. Example: Transport a vehicle to a repair shop. If these duties shall occur while two IBPO members are for duty, the senior member shall have preference. Example: Dispatcher will handle the transportation detail then the Records Clerk shall handle dispatch.

## ARTICLE V

### Section 1. VACANCIES - APPOINTMENT AUTHORITY

All vacancies for non-police employees in the Police Department shall be filled by appointment by the Town Manager in accordance with the Home Rule Charter of the Town of Barrington and in accordance with the intent of the Personnel Rules and Regulations of the Town of Barrington.

### Section 2. FILLING TEMPORARY VACANCIES

In the event no union members are available or reject any overtime opportunity, such overtime may be offered to a non-union part-time dispatcher. In the event that these opportunities are rejected by union members and non-union part-time dispatchers, the on-duty dispatcher shall be ordered to remain on duty four (4) hours over and the oncoming dispatcher for the following shift

shall be ordered to report four (4) hours earlier. Such orders shall be issued by the OIC or Acting OIC.

If the on-duty dispatcher cannot be ordered and the Records Clerk and/or the ACO are on duty, he/she shall be ordered to work the first four (4) hours of the vacant shift. If the remaining four (4) hours of the dispatch shift is still vacant after the dispatch overtime box and order back procedure has been completed, then the Police overtime box shall be used to fill the remaining four (4) hours.

If the oncoming dispatcher cannot be reached for such order within thirty (30) minutes, the O.I.C. shall attempt to fill this vacant 4-hour shift with a police officer utilizing the police overtime box.

The OIC, at his/her discretion, will use an on-duty police officer to fill a dispatcher vacancy if staffing levels allow and no apparent emergency exists.

An emergency in this situation can be defined as any situation such as, but not limited to, one that requires multiple police officers to remain on scene, i.e. fatal accidents, homicides, crimes against persons, domestic assaults, DWI's or any disasters that could necessitate the presence of multiple police officers to maintain order.

If an officer is not available to fill the vacant 4-hour shift, the dispatcher must remain on duty for part or all of the remaining 4-hour shift.

If the overtime opportunity occurs for the overnight shift (0000 [12:00 AM] to 0800 [8:00 AM]), the split shift dispatcher cannot be ordered to stay if the split shift dispatcher is scheduled to work the following day shift. The split shift dispatcher, however, has the option to work the entire overnight shift (0000 [12:00 AM] to 0800 [8:00 AM]) as their regular shift at straight pay and the overtime will then be filled for the day shift (0800 [8:00 AM] to 1600 [4:00 PM]).

No union member will be allowed or required to work more than sixteen (16) hours in any twenty-four (24) hour period. This allows for a minimum of eight (8) hours of required off-duty time in between shifts.

It shall be the responsibility of management, including the shift officer-in-charge, to fill vacancies that occur.

## ARTICLE VI

### Section 1. STRIKES PROHIBITED

In accordance with the provisions of the General Laws of Rhode Island, Section 28-9.4-16 and in consideration of the rights of employees covered by this Agreement to a resolution of disputed questions under the grievance procedures herein set forth, Local #555 for itself and for all employees covered by this Agreement hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slow-down or strike and that if any work stoppage, slow-down or strike shall take place, it will immediately notify such employee or employees so engaged in such unauthorized activities, to cease and desist and publicly declare that such work stoppage, slow-down or strike is illegal and unauthorized. Failure on the part of any

employee to immediately respond to said notice shall be grounds for discharge from his/her employment.

## ARTICLE VII

### Section 1. GRIEVANCE PROCEDURE

For the purposes of resolving alleged grievances of non-police employees of the Police Department arising from the application or interpretation of this Agreement, the following grievance procedure shall be followed.

1. When an employee covered by this Agreement is of the opinion that he/she has a grievance, he/she shall, in writing within forty-eight (48) hours of the occurrence of being aggrieved, bring it to the attention of the Union Steward.
2. The Union Steward will present the grievance to the Union President if he feels that the grievance is justified. The President shall arrange a meeting within three (3) days thereof with the Chief of Police and present the grievance in writing.
3. The Chief of Police, after investigation of the alleged grievance, shall deliver his favorable or unfavorable decision in writing, back to said representative within three (3) working days of said meeting. If the decision of the Chief of Police is unfavorable, the grievance may then be submitted by the Union President in writing to the Town Manager, who shall meet with the Union President or his representative within ten (10) working days from the date of receipt of said grievance. Following this meeting, and within five (5) days from the date thereof, the Town Manager shall deliver his decision in writing to the Union President or his representatives, either in person or by mail.
4. Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator agreed upon by the parties. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its procedure. The fees and expense of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.
5. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator shall be made public and shall be binding upon the municipal employees in such appropriate bargaining unit and their representative and the municipal employer on all matters not involving the expenditure of money.

## ARTICLE VIII

### Section 1. WORK CYCLE

The basic work week for all non-police dispatcher personnel in the Police Department shall be a basic four (4) days on and two (2) days off schedule with eight (8) hour workdays including 1/2 hour for a meal break while on call during an eight (8) hour shift, for an average thirty-seven and one-half (37 1/2) hour work week.

The Animal Control Officer (ACO) shall work an eight (8) hour daily rotating four (4) days on and two (2) days off schedule, which includes one-half hour (1/2) for lunch between the hours of 6:00 (6:00 A.M.) and 2000 (8:00 P.M.).

The Police Clerk shall work an eight (8) hour daily schedule Monday through Friday from 0730 (7:30 A.M.) to 1530 (3 :30 P.M.) for a total of forty (40) hours per week, which includes one half (1/2) hour for lunch. Variations shall be determined by the Chief of Police as dictated by the circumstances at hand insofar as the Police Clerk and the Animal Control Officer's daily schedule of hours are concerned.

## Section 2. SHIFT BIDS

A. Seniority will take place for all union jobs when a permanent vacancy occurs. Shift bids shall take place in June of each year and shall be assigned to their respective shifts by July 1. Employees interested in becoming the Animal Control Officer must have demonstrated experience and training relating to the duties and responsibilities associated with the position. Dispatcher' s day off group shall remain the same unless shift changes are mutually agreed.

(Agreement 10/26/09)

### **Shift Schedules shall be as follows:**

1 Day Shift Dispatcher — Four (4) consecutive days (0800 [8:00 A.M.] to 1600 [4:00 P.M.])

1 Split Shift Dispatcher — Two (2) consecutive days (0800 [8:00 A.M.] to 1600 [4:00 P.M.]) and two (2) consecutive nights (1600 [4:00 P.M.] to 2400 [12:00 A.M.]) in either order.

1 Evening Shift Dispatcher — Four (4) consecutive nights (1600 [4:00 P.M.] to 2400 12:00AM)

1 Overnight Shift Dispatcher — Four (4) consecutive nights (0000 [12 :00 A.M.] to 0800 [8:00AM])

**A fifth dispatcher shall be added to the department for the duration of this contract. The shift schedule will be decided by the Chief of Police.**

Part-Time Dispatcher Shall be offered the two (2) regularly vacant overnight shifts first (0000 [12:00 A.M.] to 0800 [8:00 A.M.]). If no part-time dispatchers are available or reject these overnight shifts, the overtime will then be offered to union members by utilizing the dispatcher overtime box.

If there is a permanent vacancy in the Animal Control Officer position, the language contained in Subsection A will apply if the union member is qualified to fill the Animal Control Officer position. The Town will provide training for all interested members of the bargaining unit in order for them to be qualified to fill the Animal Control position. It will be the responsibility of the union members to avail themselves of this training. In the event that no member of the bargaining unit is qualified to fill the Animal Control Officer vacancy, the Town may hire from outside the bargaining unit.

## Section 3. OVERTIME.

All overtime worked in any normal work week as scheduled shall be compensated for in the form of time off or compensated for at the rate of one and one-half (1 1/2) times at the election of the employee. Compensatory time shall be taken within one hundred twenty (120) days after the date it was earned unless specific approval to extend this period of time is granted by the Chief of Police. In any one month no dispatcher shall utilize more than sixteen (16) hours of compensatory time off over weekends.

Overtime opportunities shall be offered to employees on a rotational basis. An overtime box consisting of the names of the full-time dispatchers shall be maintained by the department. When an overtime opportunity is available, it shall be offered to the employee whose name is first in the box. Accepting an overtime opportunity shall move the employee's name to the back of the box. If not reached for the overtime opportunity or if unable to comply with the emergency callback schedule contained in Article IX, the employee's position in the box shall not change. If no full-time dispatcher accepts or is available for the overtime, the opening may be offered to the department Records Clerk, Animal Control Officer and then to part-time employees.

Full-time employees accepting overtime are required to fulfill this obligation unless ill or at least forty-eight (48) hours advance notice of cancellation is given. If less than forty-eight (48) hours notice of cancellation is given, every effort will be made to fill the overtime opportunity following the procedure described above. If no full-time employee accepts the overtime and no part-time employee is available to fill the opening, the person who originally accepted the assignment must fill the work obligation or arrange for a mutual switch.

## ARTICLE IX

### Section 1. DISPATCH CALL BACKS

In the event that a dispatcher is needed because of a special or unusual circumstance or for any emergency, the call back box must be utilized when the vacancy is more than two hours. If the vacancy is two hours or less, the Dispatcher before or after the said vacancy will be called and it will be an extension of his or her shift. In the case of a shift extension, the dispatcher's card will not be moved in the box. Employees called back during emergencies shall be compensated for at least four (4) hours when the vacancy is more than two hours. Four-hour callback pay shall not apply when the return to work is an extension of the employee's normal work shift, unless the callback exceeds a person's shift by more than two (2) hours, in which case the four (4) hour minimum shall apply and their card will be moved in the box.

When receiving an emergency call back for service, dispatchers shall respond in accordance with the following schedule:

<u>Notice</u>	<u>Response time</u>
More than 24 hours	Two hours to return call
Less than 24 hours notice	One hour to return call
4 hours notice or less	Fifteen minutes to return call
Immediate need	Five minutes to return call

## Section 2. ANIMAL CONTROL CALL BACKS

When the Chief of Police or his designee determines that the Animal Control Officer is needed outside of the Animal Control Officer's regular hours, the Animal Control Officer will be called. If the Animal Control Officer denies or fails to respond within five (5) minutes, then the animal control call back box will be utilized. The animal control call will then be handled only by a union member who has been previously trained by the Animal Control Officer. Union members accepting this call back must have a response time within one (1) hour from the time the call back is offered to the time of arriving at the police station. The union member accepting this call back will then be on call for four (4) hours from the time of the original call, and must remain within fifteen (15) minutes response time to any location within the Town of Barrington.

Animal control call back opportunities shall be offered to employees on a rotational basis. An animal control call back box consisting of the names of all animal control trained union members other than the Animal Control Officer shall be maintained by the department. Only IBPO members who have been trained in the duties of the ACO and whose card is in ACO Call-Back box shall be called back to handle ACO duties. If the IBPO member does not wish to have his/her card in the ACO call back box, the card shall remain out of the ACO box for a six-month period.

When a call back is needed, it shall be offered to the employee whose name is first in the box. Accepting an overtime opportunity shall move the employee's name to the back of the box. If not reached for the overtime opportunity or if unable to comply with the animal control call back terms contained in Article IX, Section 2, the employee's position in the box shall not change. If no union member accepts or is unavailable for the overtime, it may then be offered to animal control trained part-time employees.

If an ACO callback has not been filled by the end of the IBPO member's shift, the trained IBPO member shall have the opportunity to take the ACO callback as an extension of his/her shift. He or she shall be compensated at the ACO overtime rate for actual hours worked.

If the IBPO member exceeds their extended shift by 2 hours, then a minimum of 4 hours of ACO overtime shall be paid to the IBPO member. The IBPO member accepting the callback shall then be on call for the full 4 hours.

In the case of a shift extension, the IBPO member's card will not be moved in the ACO callback box. This shift extension shall be based on seniority if two or more IBPO members are working at the same time.

In the event the Chief of Police or his designee determines that the ACO duties are needed in an emergency situation and the call back procedures as listed above have been exhausted, based on seniority, the trained duty IBPO member shall immediately respond to the call. Provided however that minimum staffing allows a duty officer to handle the desk. The IBPO member shall be compensated a minimum of 2 hours of CTO during such emergency situation in addition to their normal pay.

If the ACO emergency requires more than 2 hours of work, the dispatch call box will be utilized to fill dispatch duties.

## ARTICLE X

### Section 1. TIME OFF

Except for sick leave, requests for time off require a minimum of twenty-four (24) hours advance notice..

Requests for emergency time off (ie., less than twenty-four (24) hours advance notice) may be granted on a case-by-case basis. A written statement describing the emergency must accompany such requests.

The Office of the Chief of Police shall approve or disapprove each emergency request received between 0001 (12:01 A.M.) on Monday and 1630 (4:30 P.M.) on Friday. All Overtime shall be filled as soon as possible (up to twenty-one (21) days in advance) upon receipt of request. All requests must be in conformance with related department policies. Emergency requests outside the hours mentioned above shall be referred to the officer in charge of the shift at the time of the request.

It is the responsibility of the on-duty dispatcher to speak directly to the O.I.C. regarding requests for emergency time off. The O.I.C. shall be given sufficient time to properly fill the overtime opportunity.

No more than one dispatcher on any one twenty-four (24) hour shift shall be granted a day off unless approved by the Chief of Police.

### Section 2. TIME OFF FOR UNION BUSINESS

All employees covered by this Agreement who are duly elected officers of Local #555 International Brotherhood of Police Officers, not to exceed two (2), shall be allowed time off with pay for official union business when such business is reasonably required to be conducted during working hours.

## ARTICLE XI

### Section 1. REVIEW OF PERSONNEL FILE

Each employee of the Police Department covered by this Agreement shall have the privilege of a periodic review of his/her personnel file.

## ARTICLE XII

### Section 1. MEMBER MATERIALS

Each employee of the Police Department covered by this Agreement shall have access to a copy of this Agreement, a copy of all Town Ordinances concerning each, a copy of the Personnel Rules and Regulations of the Personnel Ordinance and a copy of the Personnel Classification and Pay Plan, with all amendments thereto. Additionally, it shall be the responsibility of the administration to provide each member covered by this Agreement with any and all amendments to the foregoing listed materials within thirty (30) days after their adoption by the Town Council.

## ARTICLE XIII

### Section 1. UNIFORMS

The Town shall furnish each employee with an initial issue of uniforms of a color, style and grade determined by the Chief of Police consisting of two (2) pairs of trousers and four (4) shirts or two (2) skirts. **For the duration of this contract, employees covered by this agreement with a minimum of 12 months of full-time employment will be eligible for a uniform maintenance allowance of \$1,000 payable in July.** The uniforms issued shall be returned to the department upon termination of employment. The Town shall replace all clothing/equipment torn or damaged in the line of duty.

## ARTICLE XIV

### Section 1. HOLIDAYS

The following shall be the paid holidays for all full-time employees of the Police Department covered by this Agreement.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Police Memorial Day	Day after Thanksgiving
Memorial Day	Victory Day
Independence Day	Columbus Day
	Christmas Day

Only the full-time IBPO employees who work a four day on and two day off schedule, shall be granted an additional one (1) days' pay for each of the aforementioned holidays.

Unless providing his/her own coverage, no dispatcher shall be allowed time off on the following holidays: New Year's Eve, Christmas Eve, Christmas Day, Independence Day, and Thanksgiving Day.

With the prior approval of the Chief or his designated representative the Animal Control Officer and/or Police Clerk, (i.e., those employees who are scheduled to work weekdays and take weekends off) may be granted permission to work on a designated holiday or over a weekend (Saturday or Sunday) of the week in which a holiday falls. Hours actually worked shall be compensated at the regular/normal rate of pay.

Additionally, it is agreed by the parties hereto that if a special holiday, in whole or in part, is declared by the Town Council, this said holiday shall be observed by the employees covered by this Agreement.

Any employee who is absent on leave without pay shall not be paid for any official holidays.

Holiday pay (paid in lieu of taking the holiday off) shall be computed by the following formula: Each day shall be valued at 1/5th of a normal week's pay. (Salary  $\div$  5  $\div$  52).

In addition to the above and at the completion of one full year of service, each full-time employee

shall annually be entitled to two (2) personal days off at his/her election. These days shall be credited to each employee on the annual anniversary date of his/her employment with the Town. To be credited with personal days as described in this article, an individual must be actively employed by the Town on his/her annual anniversary date. Forty-eight (48) hour advance notice shall be given to the Chief of Police to schedule use of these days. Unused personal days shall not be carried to a subsequent anniversary year.

## ARTICLE XV

### Section 1. PROBATION PERIOD

Every original appointment of non-police employees of the Police Department shall be for a probationary period of one year. A probationary period may be extended for a maximum of six (6) months at the request of the Police Chief. During the probationary period, an employee may be rejected by the appointing authority without the right to review of any kind.

## ARTICLE XVI

### Section 1. VACATIONS

Non-police employees of the Police Department covered by this Agreement shall, on the anniversary date of their employment with the Town, be entitled to an annual leave period as follows:

1. Upon completion of one (1) year of service, fourteen (14) working days.
2. Upon completion of **three (3) years** of continuous service, eighteen (18) working days.
3. Upon completion of ten (10) years of continuous service, twenty (20) working days.
4. Upon completion of fifteen (15) years of continuous service, twenty-two (22) working days.
5. Upon completion of twenty (20) years of continuous service, **twenty-five (25) working days**.

### Section 2. FIRST VACATION PICK

No annual leave shall be granted for a period exceeding eight (8) consecutive full working days, excluding normal days off. All annual leave shall be scheduled by the Chief of Police who shall give due consideration to the needs of the service and the ability of the remaining staff to perform the work of the department.

To be credited with vacation leave as specified in this Article, an individual must be actively employed by the Town on his/her anniversary date, i.e., the date on which the member was first employed by the Town. Actively employed shall mean that if an employee is on contract authorized leave on his/her anniversary date, the Town has no reason to believe and has been given no indication that the employee will not return to his/her previous full time work assignment at the conclusion of that leave. An employee who, for any reason, discontinues his/her employment with

the Town shall be entitled only to that vacation leave which was credited to him/her on their past anniversary date minus any vacation time used between their anniversary date and their date of separation from the Town.

Covered employees shall be permitted to accumulate a maximum of twenty-five (25) vacation days. Accumulated time in excess of twenty-five (25) vacation days shall be forfeited without compensation. .

It shall be the responsibility of management to fill vacancies that occur due to scheduled vacation leaves of absence.

## ARTICLE XVII

### Section 1. SALARY SCHEDULE

Employees covered by this Agreement shall be paid an annual salary based upon their individual class of employment in accordance with the following schedule:

#### **EFFECTIVE JULY 1, 2022 (3.0% increase)**

	A	B	C	D	E
Dispatcher and Clerk	42,307	44,088	45,970	47,915	49,864
ACO	46,417	48,370	50,445	52,587	54,729

#### **EFFECTIVE JULY 1, 2023 (3.0% increase)**

	A	B	C	D	E
Dispatcher	43,576	45,411	47,349	49,352	51,360
ACO	47,809	49,821	51,959	54,164	56,371

#### **EFFECTIVE JULY 1, 2024 (3.0% increase)**

	A	B	C	D	E
Dispatcher	44,884	46,773	48,769	50,833	52,901
ACO	49,244	51,316	53,517	55,789	58,062

1. Original appointments shall ordinarily be compensated at Step A of the salary schedule for the classification to which the appointment is made. The Town Manager may approve appointments at a rate above the minimum pay steps if circumstances, in his determination, so warrant.
2. Employees appointed at the minimum pay step of the salary schedule shall be granted pay increases in the following manner:

Step "A" — Entrance pay step

Step "B" — An automatic increase after completion of six months continuous fulltime service.

Step "C" — An automatic increase after completion of six months of continuous fulltime service on step B.

Step "D" An automatic increase after completion of six months of continuous fulltime service on step C.

Step "E" — An automatic increase after completion of six months of continuous fulltime service on step D.

Merit Increase — Employees who become eligible upon completion of the required length of employment shall be considered for merit increases, but it is within the discretion of the department head to recommend the denial or postponement of such increase for good cause.

3. Longevity Plan — Every regular permanent civilian member of the Police Department shall be entitled to longevity payments after he has served for a period of five years in said capacity including his/her probation time. Payment for longevity shall be in accordance with the following schedule.

Any member entitled to longevity payments shall be paid the same in one lump sum during the month of **July** in each entitlement year. Service years shall be calculated as of July 1 st of each year.

<u>Length of Service</u>	<u>Payment Percent of Salary</u>
5 years	6.0%
10 years	7.0%
15 years	8.0%

4. Shift Differential — Dispatcher personnel who work between the hours of **0000 (12:00 A.M.)** to **.0800 (8:00 A.M.)** shall receive an additional **fifty cents (\$.50)** per hour in wages than shown above.

Beginning July 1, 1990, shift differential pay shall be calculated so as to provide affected personnel with a standardized, bi-weekly payment. Incorporation of this provision into this agreement is with the understanding that such calculation is intended to result in equalized, bi-weekly payments and will not result in any additional cost to the Town.

5. Direct Deposit — The Town of Barrington requires all union members to direct deposit salary and other compensation to personal accounts at a financial institution of the employee's choice.
6. Twenty-Seven Pay Periods - As a remedy, a one-time additional four (4) days' vacation will be granted to each employee during the July 1, 2007 to June 30, 2008 fiscal year. It being understood that the 27 pay-period cycle will not be an issue now or in the future.
7. Accreditation Stipend- All members of the bargaining will receive a **\$200 stipend** for each year of this agreement for support and participation in the Police accreditation process. This stipend will be paid out during the beginning of August.

## ARTICLE XVIII

### Section 1. RETIREMENT & PENSIONS

All full-time non-police employees of the Police Department of the Town of Barrington shall become members of the Municipal Employees Retirement System of the State of Rhode Island as a condition of employment in accordance with the law. The contribution of the employees covered by this Agreement shall be as required by state law.

Members of the I.B.P.O. Local #555 (non-police employees), who retire after January 1, 2008, are eligible for the optional provision (COLA, plan C) a cost of living adjustment, under the Municipal Employees Retirement System as prescribed under the RI General Laws 45-21-52, Section 3, Plan C. Any Member of the I.B.P.O. Local #555 (non-police employees) who had retired prior to January 1, 2008, are not eligible for COLA.

## ARTICLE XIX

### Section 1. BEREAVEMENT LEAVE

**In the case of the death of a mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, each employee covered by this Agreement shall be entitled to a leave of absence with pay not to exceed three (3) days.**

**In the case of the death of a stepbrother, stepsister, brother-in-law, sister-in-law or grandparent, a leave of absence with pay shall be granted for one (1) day.**

**A one (1) day leave may be permitted at the discretion of the Chief of Police to allow an employee to attend the funeral of other relatives not provided above.**

## ARTICLE XX

## Section 1. MEDICAL INSURANCE/BLUE CROSS BLUE SHIELD

The Town of Barrington agrees to pay for 100% of the premium cost for each non-police employee of the Police Department for semi-private Blue Cross Plan 100, Blue Shield, Diagnostic Rider #2, Full Obstetrical and Major Medical \$100 Deductible. Present coverage includes standard Healthmate Coast to Coast.

## Section 2. DELTA DENTAL

The Town shall pay 100% of the cost of Delta Dental Level I, II, III and IV for each full-time non-police employee of the Police Department, individual or family plan when appropriate.

Option: Each employee could receive 50% of the annual premium in cash rather than coverage payable on December 14th of the prevailing fiscal year.

## Section 3. SCRIP RIDER

The Town shall pay 100% of the cost of the Scrip Rider for each full-time non-police employee of the Police Department Individual or Family Plan when appropriate.

## Section 4. MEDICAL/BLUE CROSS BLUE SHIELD UPON RETIREMENT

Effective July 1, 1989, employees who retire on or after July 1, 1989, shall, for the remainder of the year in which they retire and two (2) full years thereafter, continue to receive Blue Cross/Blue Shield coverage fully paid by the Town. If an employee receives such insurance under a policy held by a spouse, a new employer or is eligible for Medicare, the Town shall not be required to purchase said insurance for the retired employee.

Individuals hired July 1, 1995, or thereafter shall be eligible for retirement health insurance coverage under the stipulations contained in Section 5 only for the remainder of the fiscal year in which he/she retires. Dental insurance is excluded from this provision. Individuals hired on or after October 1, 2012, shall not be eligible for this coverage.

## Section 5. 80-20 MEDICAL INSURANCE CO-PAY

Effective July 1, 1993, those individuals hired July 1, 1993 or later will be required to pay 20% of the medical and dental insurance premium/working rate for those benefits provided in sections 1 through 4 of this Article. This provision will not affect those employees hired prior to July 1, 1993.

## Section 6. ALTERNATIVE COVERAGE - TOWN OPTION

The Town shall have the right at any time, after sixty (60) days' notice to the Union, to provide [similar/comparable/equivalent] coverage as substitute for any or all of the insurance coverages set forth in this Section 1 by self-insurance, national insurance, alternative carriers or otherwise.

## Section 1. OTHER BENEFITS

Extended Leave of Absence. Extended leave or emergency leave of absence shall only be granted on the recommendation of the Chief of Police with the approval of the Personnel Director. This rule of employment shall apply to all employees of the Police Department covered by this Agreement.

Any employee requesting an extended or emergency leave of absence shall designate a specified period of time which the leave of absence is to cover, and in the event, such leave of absence is requested that the employee's physician submit to the Personnel Director the nature of the disability and the time for which such leave of absence is requested.

Military Leave. Upon approval of the Personnel Director, any employee covered by this Agreement at the time he is called to active duty with the Armed Forces of the United States may be granted a leave of absence from his employment with the Town. Upon his being released from service with the Armed Forces, such employee shall be re-employed by the Town in the capacity in which he was employed at the time of departure, if such reemployment is approved by the Personnel Director and, further, that such employee is physically and mentally suited to perform the required duties, provided such employee makes an application to the Chief of Police for re-employment. Such application must be made within thirty (30) days following termination of service with the Armed Services.

No leave of absence shall be granted any employee who voluntarily leaves the employ of the Police Department for the purpose of becoming a member of the Armed Forces, except in time of national emergency..

All employees covered by this Agreement, who are members of the National Guard or any of the reserve components of the Armed Forces of the United States, shall be entitled to leaves of absence from their respective duties on all days during which they shall be engaged in field or coast defense training, on all days of parade or encampment when ordered or authorized by proper authority to duty with troops, field exercise or for instruction. All such employees shall receive regular pay during such absence less the compensation received for such service.

Sick Leave. All employees covered by this Agreement shall receive one and one-quarter (11/4) days a month or fifteen (15) days a year of sick leave, which they can accumulate from year to year to a maximum of one hundred twenty (120) days. Sick leave shall be for the purpose of permitting an employee to be relieved of his/her duties during actual illness and may not be used under any other circumstances except that five (5) days of accumulated sick leave may be used each year to attend to illnesses of family members.

Employees who use their sick leave without just cause as it is earned, or who fail to accumulate it, will be dismissed from the Town's service. The Chief of Police may require of an employee a signed statement from a licensed physician attesting to any illness of an employee in excess of three (3) days from which sick leave is used.

Family Leave An employee that qualifies for Family Medical Leave under the Family Medical Leave Act or the RI Parental and Family Leave Act may use up to 20 accrued sick days per calendar year for a qualifying Family Medical Leave. The event that qualifies for Family Medical Leave must be for a parent, spouse, or child/stepchild and be certified by

HR. It can only be used after exhausting all other options such as vacation, personal days and compensatory time.

**Disability or Injury Leave.** An employee who is injured while performing the duties of his position shall be covered by the Town's Workers' Compensation insurance coverage in accordance with the applicable General Laws of the State of Rhode Island.

**Purchase of Sick Leave Credits.** After an employee accumulates one hundred (100) days of sick leave credits, as posted on January 1st of each year, he shall be paid for any unused credits earned beyond the one hundred (100) days at the rate of fifty percent (50%) of their full value at straight time. Payment to be made in the month of January of each year. A full days pay shall be computed the same as holiday pay. An employee may accumulate sick leave credits to a maximum of one hundred twenty (120 ) days prior to commencing to sell back unused credits as proposed herein.

**Life Insurance.** The Town shall provide a group life insurance policy providing coverage for each eligible employee in the amount of ten thousand dollars (\$ 10,000).

**Police Matron Duties.** Female members of bargaining unit interested in performing police matron duties will be trained in said duties and when recalled to duty to assist will receive a minimum of four (4) hours overtime pay.

**Optional Duties:** At the discretion of the Chief or his designated representative and as circumstances warrant, optional duties including conservation, deputy animal/conservation, clerk or deputy harbormaster may be offered to the members of the bargaining unit.

In no instance shall this provision in any way limit or restrict the Town from utilizing outside personnel or contractors for these assignments.

If any member of the bargaining unit is found to be unsuitable or unable to perform any of these optional duties, the Chief of Police is not bound to offer such opportunities to that person.

**Indemnification.** In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Barrington Police Department, the Town of Barrington agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding.

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

If an IBPO member calls out sick twenty-four (24) hours before or twenty-four (24) hours after a dispatch scheduled overtime shift or calls out sick for their next regular schedule duty day, then the overtime earned shall be converted to straight time pay. If the member elects to take CTO, the CTO earned shall be converted to straight CTO. This provision shall

be consistent with FLSA regulations when determining overtime. One (1) amnesty day will be allowed per contract year for each member. This section shall be reviewed at the expiration date of this contract.

## ARTICLE XXII

### Section 1. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2022 through June 30, 2025, and thereafter unless either party hereto, at least one hundred twenty (120) days prior to the last day on which money can be appropriated by said Town, give written notice to the other party of its intentions to terminate or amend the Agreement.

IN WITNESS WHEREOF, the said Town of Barrington has caused this instrument to be executed by the Town Council President thereunto duly authorized by the Town Council of the Town of Barrington as of the day and year first above written, and the said Local #555 IBPO has caused this instrument to be signed by its President thereunto duly authorized as the day and year first above written.

TOWN OF BARRINGTON, RI

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Witness

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By: Philip Hervey, Town Manager

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Witness

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By: Michael Carroll, President,  
Town Council

INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL #555

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By: Kimberly Foote, President

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Witness