MEMORANDUM OF AGREEMENT

WHEREAS the International Brotherhood of Police Officers, Local 305 (hereinafter referred to as the "Union") and the Town of Jamestown (hereinafter referred to as the "Town") entered collective bargaining in March of 2013 concerning the upcoming termination of the previously approved collective bargaining agreement in force between the Parties concerning the various terms and conditions of employment of Union members (the "2013 Contract"); and,

WHEREAS the Town and the Union were unable to reach agreement on the terms and conditions of a new collective bargaining agreement between the Parties after the expiration of the 2013 Contract; and,

WHEREAS the Parties are desirous of resolving said impasse without resort to the grievance/arbitration procedures contained in the collective bargaining agreement and/or the General Laws and/or litigation. In furtherance thereof, the Town and the Union agree that the all terms and provisions of the 2013 Contract shall remain in full force and effect up to and including June 30, 2014,.with the exception, however, that the Town agrees to provide the Union members with a pay raise of 2.5 percent, effective as of July 1, 2013 through the period up to and including June 30, 2014; and

WHEREAS the Parties agree to meet intending to bargain in good faith no later than March, 2014 for the purpose to negotiate a new collective bargaining agreement between the Parties for the period beginning July 1, 2014, in accordance with and as permitted by the relevant provisions of law.

WHEREAS, the Parties agree that this agreement is entered in settlement of a dispute, with no party admitting liability and/or fault and that this settlement does not constitute a practice or admission of any sort or kind whatsoever

Signed on this, the 10 day of March, 2014.

International Brotherhood
of Police Officers, Local 305

Derek Carlino, President
(Duly Authorized)

Town of Jamestown

Christina Collins, Acting Town Administrator
(Duly Authorized)

Contractual Agreement Between

The Town of Jamestown, Rhode Island

&

International Brotherhood of Police Officers Local 305

July 1, 2010 through June 30, 2013

Table of Contents

Article I....2
- Section 1. Recognition....2
- Section 2. Agency Shop....2
- Section 3. Dues Deduction....3
- Section 4. Indemnification....3
- Section 5. Definitions....3

Article II....3
- Section 1. Rules and Regulations....3
- Section 2. Management Rights....3

Article III....4
- Section 1. Permanent Police Department....4
- Section 2. Duties....4
- Section 3. Detail to Other Departments Prohibited....4

Article IV....5
- Section 1. Seniority....5

Article V....6
- Section 1. Hours....6
- Section 2. Substitutions....7

Article VI....8
- Section 1. Vacancies....8
- Section 2. Temporary Service Out of Rank....8
- Section 3. Promotions in Rank....9
- Section 4. Promotion to Detective....11

Article VII....13
- Section 1. Overtime....13
- Section 2. Special Details....14
- Section 3. Definitions....16
- Section 4. Call Back Pay....16
- Section 5. Court Time and RITT Hearings....17
- Section 6. Travel Expenses....17

Article VIII....18

Section 1. Compensatory Time....18

Article IX....18

Section 1. Vacations....18
Section 2. Paid Holidays....19
Section 3. Time Off While Performing Union Duties....20
Section 4. Time Off....20

Article X....21

Section 1. Sick Leave....21
Section 2. Emergency Leave....24
Section 3. Retirement Account-Exhibit A....24
Section 4. Buy Back....24

Article XI....24

Section 1. Illness and Injuries....24
Section 2. Light Duty....26

Article XII....27

Section 1. Health Benefits....27
Section 2. Life Insurance....29
Section 3. False Arrest Insurance....29

Article XIII....29

Section 1. Salaries....29
Section 2. Longevity....30
Section 3. Uniforms....30

Article XIV....31

Section 1. Pension Plan....31
Section 2. Special Details for Retirees....34

Article XV....34
Section 1. Present Benefits....34

Article XVI....34

Section 1. Rules and Regulations....34
Section 2. Review of Personnel Files....34

Article XVII....35

Section 1. Grievances....35

Article XVIII....36

Section 1. Arbitration....36

Article XIX....36

Section 1. Police Cruisers....36
Section 2. Dead Animals....36

Article XX....36

Section 1. Savings and Separability....36
Section 2. Layoffs....37
Section 3. Titles....37
Section 4. Training and Academy Costs....37

Article XXI....38

Section 1. Duration of Agreement....38
Section 2. Successor Clause....38

AGREEMENT

Pursuant to the provisions of Chapter 54 of the public Laws of the state of Rhode Island, 1963, entitled "An Act" to Provide for settlements of Disputes Concerning Wages, Rates of Pay and Other Terms and conditions of Employment of Employees of Police Departments, this Agreement is made and entered into this ____ day of _____ 2010, between the Town of Jamestown and Local 305 International Brotherhood of Police Officers.

ARTICLE I

Section 1 - Recognition:

The Town hereby recognizes that the I.B.P.O as the sole and exclusive bargaining representative for all permanent, full-time, paid police officers from the rank of Patrol Officer up to and including the rank of Lieutenant of the Police Department, for the purpose of collective bargaining and entering into Agreements relative to wages, rates of pay and other terms and conditions of employment. The parties agree that any and all other employees of the Police Department shall not be included in the bargaining unit. Provided, however, the parties agree that the senior dispatcher occupying the dispatchers' position within the Police Department as of February 1, 1993 shall remain a part of the Police bargaining unit. The Town will not displace anyone from a permanent police position and replace him/her with a dispatcher. The parties agree that policies, practices and procedures with respect to dispatchers as they fit within the department, especially those concerning vacations, shall remain unchanged. The parties further agree to meet to discuss and to put into writing by September 1, 1993 such manner in which dispatchers fit within the department.

The words, "member", "members of the bargaining unit", "employee", "officer" "patrol officer", "personnel", and/or "police officer" (or plurals thereof) when used in this Agreement shall mean all the officers described in the preceding paragraph.

All references to an employee covered by this Agreement as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female officers.

Section 2 - Agency shop.

All members of the bargaining unit shall have the right to voluntarily join or refrain from joining the Union. All members of the bargaining unit who choose not to join the Union, however, and who are covered by the terms of this Agreement, shall be required to pay an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the members of the bargaining unit.

The aforesaid fees shall be payable on or before the first day of each month, and said sums shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these services fees, the members of the bargaining unit who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall be a condition of employment that all individuals covered by this Agreement shall, on the 30th day of this Agreement, or the first day of this month, whichever is later, pay lawful established initial and monthly service fees as shown above.

Section 3 - Dues Deduction.

The Town shall deduct Union dues and fees upon receipt of authorization from the members of the Union who sign deduction form cards to be supplied by the Union. The Town shall forward to the I.B.P.O, 159 Burgin Parkway, Quincy, MA 02169, the monies so deducted. In the same manner, the Town shall deduct the service fees of employees choosing not to join the Union, provided that the Union notifies the Town in writing of the percentage of dues and fees of Union members that is properly to be deducted on behalf of non-members.

Section 4 - Indemnification.

The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article.

Section 5 - Definitions.

Whenever used in this Agreement, the terms 'all Permanent Police Officers', 'employee' and 'member' shall have the same meaning: all full - time, permanent, paid police officers of the Town of Jamestown who are on the active payroll whether due to active service, vacation, or paid sick leave. Employees who are otherwise on leave of absence, retired, or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits, by express reference, in other sections of this Agreement or as may otherwise be provided for by law.

ARTICLE II

Section 1 - Rules and Regulations.

The Town of Jamestown shall retain the right to issue rules and regulations governing the internal conduct of the Police Department, as provided by law. Said rules and regulations to be drawn up by the Chief of Police and Town Administrator.

Section 2 - Management Rights.

Except as specifically relinquished by the express terms of this Agreement, all discretion and rights to manage, direct or supervise the operations of the Police Department and its employees are vested solely in the Town. And not withstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergency situations, such as natural disasters, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

ARTICLE III

Section 1 - Permanent Police Department.

It is hereby agreed upon by both parties that Chapter 73 of the Public Laws, passed at the 1958 January Session of the General Assembly and an Ordinance in effect at this time, both of which established a permanent police force in the Town of Jamestown, shall remain in effect, as they now read, regardless of any further change in the form of government in the Town of Jamestown. It is further agreed that said Chapter 73 of said Ordinance shall not be changed or revoked in any manner without the consent of the Chief of Police and a representative appointed by Local 305, International Brotherhood of Police Officers.

Section 2 - Duties.

The duties for members of this bargaining unit of the Jamestown Police Department shall be the prevention of crime and the enforcement of the State Laws and Town Ordinances, and the Departmental Rules and Regulations, and such other related duties as may be assigned by the Chief of Police or Town Administrator from time to time; but nothing shall be deemed to abrogate the power of the Town Council to vary the organizational structure of the Police Department.

Section 3 - Detail to other Departments Prohibited.

The town of Jamestown agrees that employees of the Jamestown Police Department whose duties are defined in Article III, Section 2, shall not be detailed to other departments of the Town except in emergency situations. The detail from one unit to another within the Police Department shall be the responsibility of the Chief of Police except to the extent expressly limited by specific terms of the seniority provisions of this Agreement.

It is expressly understood by both parties hereto that the maintenance and upkeep of police vehicles and the Headquarters Building, with the exception of removal of trash generated during the shift are not within the scope of police duties; and it is further understood that no police officer shall be ordered to perform such duties.

ARTICLE IV

Section 1 - Seniority.

The Permanent Police Officers shall have seniority rights and said seniority, insofar as practicable shall prevail with regards to the following:

(a) Shifts (but not Groups), holidays, vacations, overtime less than eight hours, extra duty of any nature; however, a senior officer may reject the right or benefit at his/her discretion without the need of any explanation on their part. Further, in the event that an employee shall reject the right or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.

(b) The order of seniority within the bargaining unit shall be determined from the date of appointment to his/her respective rank. Regarding any future appointments to the Police Department, seniority shall be determined, if more than one (1) is appointed at the same time, by the highest to lowest ranking at the Rhode Island Municipal Police Training Academy. Seniority in the ranks is applicable for the purposes of bidding for applicable positions within the ranks, vacation, compensatory time, and personal time. In addition to seniority within the ranks, each officer shall have overall seniority based upon his/her date of appointment to the Jamestown Police Department. This seniority shall be applicable to all regular overtime that is not rank-specific, overtime of less-than eight (8) hours, extra duty and details of any nature.

(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 lists and the Union and/or the Police Department will have thirty (30) days in which to make any changes or corrections in said list and signify their approval thereof. After 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 police officers and all future seniority questions shall be resolved in accordance therewith. The Union also agrees to furnish to the Town an up-to-date seniority list, a copy of which is also to be posted on said bulletin board.

(d) All training classes, schools and job responsibilities available to the Department and which will be funded by the Town shall be posted whenever practical at least one month prior to the beginning of the class. Interested officers may apply for the school or job responsibility. The Chief, Lieutenant and Training Officer will review all applications. It is the intention of the Department to provide training, education and new responsibilities in a way that will:

    (a) Increase the professionalism of all officers.
    (b) Fairly distribute these opportunities throughout the Department.

(A posted list will be maintained showing all schools, training, etc. and who attended.)

Employees will be selected to attend said course, schooling, etc. so as to insure the greatest potential benefit to the Department and the Town. The Chief shall make the final determination as to who shall attend. Once an employee has attended a school, training classes, etc., he/she will not be asked to attend the same school, training class, etc., except in circumstances where annual recertification is required or where the subsequent school or training class, etc. is an advanced course, for a period of five (5) years, unless all other officers have been asked to attend and they have refused.

A school is defined as an institution or place for instruction or education.

ARTICLE V

Section 1 - Hours.

(a) As of March 1, 1976, the regular work schedule for all members of the bargaining unit shall be six (6) day cycles of four (4) consecutive working days of eight (8) hours followed by two (2) consecutive days off. The work schedule shall cover a twenty-four (24) hour period as follows and will be continuous: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m.

(b) There shall be a fourth shift known as a split shift. The shift will be four (4) working days followed by two (2) days off, and will consist of working as follows: two (2) 11:00 p.m. to 7:00 a.m. shifts and two (2) 3:00 p.m. to 11:00 p.m. shifts followed by two (2) consecutive days off. This will be referred to as a permanent shift and filled in accordance to Section 1(a) and (b) permanent shifts.

(c) In the event the fourth shift is not filled, no member of the Police Department already assigned to a permanent shift will be forced to fill the shift.

(d) Effective March 1, 2007 there shall be a minimum of three (3) personnel of the Police Department on duty during all shifts throughout the year. Minimum staffing for the day shift shall become effective on September 1, 2007. No less than two (2) patrol officers will be assigned on patrol each shift. For the purposes of this minimum manning requirement, the Chief of Police, Detective(s), and the Patrol Commander cannot be included to fulfill this staffing requirement.

(e) All members of the bargaining unit of the Jamestown Police Department shall be prepared for duty at the beginning of their shift.

(f) No member of the bargaining unit shall work more than sixteen (16) hours in a twenty-four (24) hour period. Off duty employment shall not be considered as part of the sixteen (16) hours, however all employees understand that their principal employment responsibility is as a police officer with the Town of Jamestown and they will arrange their off-hour or second jobs accordingly.

(g) Interpretation.

The members' work schedule would normally consist of four (4) weeks of forty (40) hours and two (2) weeks of thirty-two (32) hours.

(h) Permanent Shifts.

All shift assignment shall be on a permanent basis and all Permanent Police Officers of the Jamestown Police Department shall have preference of shift assignments in accordance with seniority.

All members that are in mutual agreement may exchange shifts during the contract year, with the approval of the Chief of Police, said exchange shall be for no less than four (4) months.

The town may make temporary assignments from one shift to another to fill vacancies, for a period no less than four (4) months, however the assignment must be made consistent with the seniority provision of this contract. In either case shifts may only be exchanged with persons of equal rank. Under no circumstances shall shift exchanges exceed six (6) months.

It is understood that the Lieutenant's position, as second in command, is an Administrative position, and as such, the Lieutenant shall work an administrative schedule of working Monday through Friday with weekends off. To compensate for the administrative schedule, the Lieutenant shall work two (2) cycles of Monday through Friday followed by a third cycle of Monday through Thursday, with Friday, Saturday, and Sunday off. It is further understood that the Lieutenant shall not be counted as one of the three (3) personnel required to be on duty at all times. The Town agrees to create an additional Sergeant's position on the day shift. This new position shall become effective on September 1, 2007.

(i) Superior Officer.

General supervision over each of the three (3) shifts shall be the responsibility of a superior officer. He/she shall hold the rank of Lieutenant or Sergeant. A superior officer shall be responsible for the shift at all times. The lack of his/her physical presence does not relieve the superior of his/her general supervisory responsibilities. The superior officer of each shift shall be compensated at the rate of twenty-five cents ($.25) per hour to be included in his/her base pay, for a thirty-seven and one-third (37 1/3) hour work week.

(j) The detective's normal work week shall be Monday - Friday, 7:00 a.m. to 3:00 p.m., subject to the Chief's discretion.

Section 2 - Substitutions.

The right of employees to substitute working hours shall be permitted, provided however, that the permission to substitute shall be obtained from, and approved by the Chief, Lieutenant or

Sergeant before such substitution can take place and provided it does not result directly or indirectly in payment of overtime wages, out of rank pay or any other premium to any employee. There should be no limit on the number of substitutions taken by an employee and substitution of a partial shift will be allowed. The officer requesting the full or partial substitution must return the work for his replacement within two (2) weeks of the date of the initial substitution. Failure of the substituting officer to complete the substitution because he or she called in sick will result in that officer, who failed to make the substitution being charged sick time for the shifts he or she was to have worked.

Substitutions of two consecutive days will be allowed. These substitutions are limited to two requests per year per person. Substitutions will be charged to the individual officer making the substitution request.

(a.) Substitutions shall be made between officers of equal rank only.

ARTICLE VI

Section 1 - Vacancies.

Vacancies in the Jamestown Police Department will be filled by personnel who are recommended by the Chief of Police and appointed by the Town Administrator upon recommendation. Members of the bargaining unit shall give sixty (60) days prior to resignation or retirement. All vacancies will be filled within two hundred seventy (270) days of this notice of resignation or retirement.

For employees hired after February 28, 1996, failure to give sixty (60) days notice will result in the loss of one (1) day of vacation for each day less than sixty (60) days of notice that is provided, or in the event the Officer has not accumulated sixty (60) days vacation, then the Officer's accumulated sick leave will be reduced by two (2) days for every day of lack of notice.

Section 2 - Temporary Service Out of Rank.

Permanent Police Officers of the Jamestown Police Department who are required to assume the responsibilities of a higher rank shall be compensated for this service at the same rate of pay as the officer for whom they are filling in, providing such service is for a period of more than five (5) working days. Such rate of pay shall apply for all time spent at the higher rank.

Any officer assuming the responsibility of a higher rank shall be appointed to the position by the officer's position on the promotional list, and any officer selected to assume the higher rank shall have the option of refusing or accepting the assignment within three (3) days of the time when such position is to be filled.

Supervisors who will be, or have been, absent from duty for longer than thirty (30) days will be replaced on an acting basis.

Section 3 - Promotions in Rank.

(a) In order for an officer to be eligible for a promotion within the Jamestown Police Department, said officer shall meet the following requirements:

1. Promotion to Sergeant: Shall have been a permanent patrolman for three (3) years.

2. Promotion to Lieutenant: Shall at the time of the establishment of the Lieutenant's list be a permanently appointed sergeant and not have been reduced in rank for cause.

(b) The Town of Jamestown and Local 305 International Brotherhood of Police Officers agree that the Town Administrator shall conduct all promotional exams for the Police Department. The Town Administrator shall be responsible for the contents, grading and supervision for the written exam.

(c) The Chief of Police shall submit to the examiner within seven (7) days before the oral examination is given, his recommended points of each candidate.

The Chief of Police shall also submit to the examiner the candidates' seniority points which are determined by the number of years the officer has been a member of the Jamestown Police Department.

The examiner shall post at the police station five (5) days before the oral examination a candidate's seniority points and Chief's recommendation points.

(d) No less than fourteen (14) days prior to written examination, an oral examination shall be given. Said oral examination board shall consist of: three (3) police officers at the same rank or one rank above that which the promotional process is for. Said officers may not be members of the Jamestown Police Department. The three (3) officer panel shall consist of one officer chosen by the Union, one officer chosen by the Chief of Police, and one officer who is mutually agreed upon by both the Union and the Chief of Police. The results of the oral examination shall be posted at the Police Station seven (7) days before the written examination.

(e) The Town Administrator will compute the final grade in the following manner and certify the names of officers in accordance with their final grade to the Chief of Police and Town Administrator.

1. Points for the Chief of Police's recommendation will be apportioned so that out of the total possible score no more than ten (10) points may be attained.

2. Seniority credits shall be determined by each full year of service as a member of the Jamestown Police Department, two (2) points for each year with a maximum of twenty (20) points.

3. Points for the oral examination will be apportioned so that out of the total possible score

no more than twenty (20) points may be attained from the oral examination.

4. Points for the written examination will be apportioned so that out of the total possible score no more than thirty-five (35) points may be attained from the written examination. Two (2) months prior to the expiration of the promotional list, eligible candidates shall be given a reading list. The written examination questions shall be developed from relevant study materials including, but not limited to, Rhode Island General Laws, Jamestown Town Ordinances, Department policies, etc.

5. Candidates having college degrees shall be awarded educational points as follows: Candidates with a Master's degree or Juris Doctorate shall receive fifteen (15) points; Candidates with a Bachelor's degree shall receive twelve (12) points; Candidates with an Associate's degree shall receive ten (10) points.

6. A perfect score on the exams and a perfect recommendation from the Chief of Police and the maximum allowable education and seniority points would make a perfect score of one-hundred (100) points.

1.	Chief's recommendation	10 points
2.	Seniority (2 Points/year x 10 years)	20 points
3.	Oral exam	20 points
4.	Written exam	35 points
5.	Education	15 points

(Master's - 15; Bachelor's - 12; Associate's - 10)

PERFECT SCORE = 100 Points

Degrees shall be in disciplines covered by the Police Incentive Plan.

(f) The Town and the Union agree that candidates must complete all phases of the promotional examination process to be eligible for placement on any promotional eligibility list. A final overall score of 70% is required to be eligible for promotion. Any individuals whose overall score falls below 70% shall not be included on the promotional list. The Town of Jamestown agrees that the officers attaining the highest total score will be promoted to the grade for which the examination was given at the next regular Town Council meeting. The scores of all officers will be made available and posted at the Police Headquarters. Any vacancy or promotion in the Jamestown Police Department caused by death of an officer, retirement, resignation or promotion shall be filled within a period of one hundred twenty (120) days.

(g) The Town of Jamestown shall maintain an active promotional list based on the final scores attained as a result of the above-referenced promotional process which will be administered by the Town every twenty-four (24) months. The Chief will make his recommendations as set fourth in Section 3 (c) of this Article. Only seniority shall be

revised annually upon the officer's anniversary date.

Section 4 – Promotion to Detective

(a) In order for an officer to be eligible for a promotion within the Jamestown Police Department, said officer shall meet the following requirements:

1. Promotion to Detective: Shall have been a permanent patrolman for three (3) years.

(b) The Town of Jamestown and Local 305 International Brotherhood of Police Officers agree that the Town Administrator shall conduct all promotional exams for the Police Department. The Town Administrator shall be responsible for the contents, grading and supervision for the written exam.

(c) The Chief of Police shall conduct an interview with each promotion candidate no less than 7 and no more than 21 days prior to the oral board. After the Chief's interview he will award points to each candidate based on their training, experience, job performance, and discipline record. The Chief can award a maximum of 6 points to each candidate.

The Chief of Police shall also submit to the examiner the candidates' seniority points which are determined by the number of years the officer has been a member of the Jamestown Police Department.

The examiner shall post at the police station five (5) days before the oral examination a candidate's seniority points and Chief's interview points.

(f) Each candidate shall be awarded points by their direct supervisor. Supervisors shall award points based on the candidate's job performance, investigative skills, and their level or proactive police work. Each candidate can receive a maximum of four (4) points from their direct supervisor.

(g) No less than fourteen (14) days prior to written examination, an oral examination shall be given. Said oral examination board shall consist of: two (2) detectives and one (1) detective supervisor. Said officers may not be members of the Jamestown Police Department. The three (3) officer panel shall consist of one detective chosen by the Union, one detective chosen by the Chief of Police, and one detective supervisor who is mutually agreed upon by both the Union and the Chief of Police. The results of the oral examination shall be posted at the Police Station seven (7) days before the written examination.

(h) The Town Administrator will compute the final grade in the following manner and certify the names of officers in accordance with their final grade to the Chief of Police.

7. Points for the Chief of Police's interview will be apportioned so that out of the total possible score no more than six (6) points may be attained.

8. Seniority credits shall be determined by each full year of service as a member of the Jamestown Police Department, two (2) points for each year with a maximum of twenty (20) points.

9. Points for the oral examination will be apportioned so that out of the total possible score no more than twenty (20) points may be attained from the oral examination.

10. Points for the written examination will be apportioned so that out of the total possible score no more than thirty-five (35) points may be attained from the written examination. Two (2) months prior to the expiration of the promotional list, eligible candidates shall be given a reading list. The written examination questions shall be developed from relevant study materials including, but not limited to, Rhode Island General Laws, Jamestown Town Ordinances, Department policies, etc.

11. Candidates having college degrees shall be awarded educational points as follows: Candidates with a Master's degree or Juris Doctorate shall receive fifteen (15) points; Candidates with a Bachelor's degree shall receive twelve (12) points; Candidates with an Associate's degree shall receive ten (10) points.

12. A perfect score on the exams and a perfect recommendation from the Chief of Police and the maximum allowable education and seniority points would make a perfect score of one-hundred (100) points.

1.	Chief's Interview	6 points
2.	Supervisor Points	4 points
3.	Seniority (2 Point/year x 10 years)	20 points
4.	Oral exam	20 points
5.	Written exam	35 points
6.	Education	15 points

(Master's - 15; Bachelor's - 12; Associate's - 10)

PERFECT SCORE = 100 Points

Degrees shall be in disciplines covered by the Police Incentive Plan.

(h) The Town and the Union agree that candidates must complete all phases of the promotional examination process to be eligible for placement on any promotional eligibility list. A final overall score of 70% is required to be eligible for promotion. Any individuals whose overall score falls below 70% shall not be included on the promotional list. The Town of Jamestown agrees that the officers attaining the highest total score will be promoted to the grade for which the examination was given at the next regular Town Council meeting. The scores of all officers will be made available and posted at the Police Headquarters. Any vacancy or promotion in the Jamestown Police Department caused by

death of an officer, retirement, resignation or promotion shall be filled within a period of one hundred twenty (120) days.

(i) The Town of Jamestown shall maintain an active promotional list based final scores attained as a result of the above-referenced promotional process which will be administered by the Town every twenty-four (24) months. The Chief will make his recommendations as set fourth in Section 3 (c) of this Article. Only seniority shall be revised annually upon the officer's anniversary date.

(j) The Town agrees that any officer promoted to the position of Detective shall be sent to the Bureau of Criminal Identification School administered by the RI State Crime Lab within one (1) year of promotion. If the promoted officer has already attended this school prior to promotion they will not attend the same school again.

ARTICLE VII

Section 1 - Overtime.

(a) All hours worked in excess of the regular eight (8) hour day or any normal work schedule shall be compensated for at the rate of time and one-half. It shall be understood that a work schedule shall be considered to be an average of thirty-seven and one-third (37 1/3) hours. Any overtime worked in excess of fifteen (15) minutes shall be compensated for as one (1) full overtime hour, and any overtime thereafter, up to one (1) hour shall be compensated for as a full overtime hour. All overtime shall be assigned through the Jamestown Police Department on a rotating basis. If no one accepts available overtime, then the most junior employee available shall be ordered into work.

Police officers may be assigned to work Public Safety Clerk Dispatcher overtime when all Public Safety Clerk Dispatchers have been offered and refused the overtime and in those instances when there is no Public Safety Clerk Dispatcher available to work the overtime. Police officers will not be ordered to work Public Safety Clerk Dispatcher overtime if they have been offered and have refused the overtime and there is a Public Safety Clerk Dispatcher available to work the overtime.

Probationary Police Officers may be used to replace Permanent Police Officers only when the Chief of Police deems it acceptable and when all employees have refused the assignment.

(b) All overtime worked on the following holidays: New Year's, Thanksgiving and Christmas, shall be compensated for at the rate of double time and one-half (2 1/2) the employee's regular rate of pay. It is understood that the Christmas holiday will start at 3:00 p.m. on December 24th and end at 11:00 p.m., December 25th. New Years Day shall commence 3:00 p.m. December 31st and end at 11:00 p.m. on January 1st.

(c) The sole and exclusive remedy for misassignment of overtime or details shall be that the officer wrongfully denied overtime or details shall be afforded the next overtime

opportunity for which he/she is qualified. Under no circumstances shall back-pay be awarded for a misassignment of overtime or details. The only exception to the foregoing shall be if the Chief deliberately or in bad faith selects an employee out of rotation or ignores the overtime rotation.

(d) Whenever an officer calls in sick within twenty-four (24) hours before or after an overtime shift, the officer will be compensated only at the straight-time rate of pay for that overtime shift.

Section 2 - Special Details

(a) Parade and Other Details.

No member of the bargaining unit shall be compelled to parade or attend any other function without pay, but may parade and attend any other function on a voluntary basis without pay with the permission of the Chief.

1. Any such attendance at a parade or other function shall be considered part of the officer's sixteen (16) hours.

2. The selection of members to attend such parade or other function shall be at the sole discretion of the Chief of Police from among those members who belong to a unit or group for that purpose (e.g., members of the Honor Guard, bicycle unit, etc.).

(b) All Permanent Police Officers working a Town or Non-Town special detail shall receive the overtime rate of pay for the highest step within grade included in the bi-weekly pay.

For Town and Non-Town details, all hours worked in excess of eight (8) shall be paid at rate of time and one-half of the detail rate.

Any Non-Town detail worked in excess of 15 minutes in any hour shall be compensated as a full hour.

The Town agrees to notify the agency, corporation, or person requesting the detail of the provisions of this Section before assigning such detail.

Officers assigned by the Chief of Police to work a special detail, whether or not it is for the Town of Jamestown, will be paid the overtime rate of pay for the highest step within grade. Officers working a Non-Town special detail on the holidays as defined in Section 1 this Article, shall be paid at double time and one-half the officer's overtime rate of pay for the highest step within grade. All said details will have a four (4) hour minimum and all regular Permanent Police Officers will have first choice of the details on a seniority basis.

(c) For the purpose of this section, special detail shall be defined as any function outside the officer's normal work schedule in which an individual, corporation, person or

organization requests a Police officer or Officers for a specific function. The Chief may meet the requirements of all special details by assignment of off duty police officers or by assignment of special or probationary officers in accordance with seniority. Officers may not be ordered into non-Town details with less than forty-eight (48) hours notice, unless the Chief of Police deems that it is in the best interest of public safety, and if so, an officer may be ordered into the detail. If an officer has signed up for a detail, and then calls in sick for that detail, the Chief of Police may assign another officer to the detail.

(d) Non-Town Details.

It is expressly understood by the parties that hours worked on special (non-Town) details shall be counted in determining the number of hours worked. The opportunity to work special details shall be offered, by seniority, except in the case of emergency, and officers performing such work shall be required to wear the prescribed uniform.

(e) For the purpose of this section, the so-called 'Speeding and Drunk Driving Detail' shall be considered as regular overtime. When a senior officer volunteers for or is ordered into work the Speeding and Drunk Driving Detail, he/she shall work the detail.

(f) Whenever an officer signs up or is assigned a special Town Detail, he/she is required to work that detail and not regular duty, whereby the junior duty officer would be required to work the detail.

(g) When a special Town Detail is authorized as a result of funding received from State or Federal grants for the purpose of combating criminal violations, in which a pay rate level is established by the grant, the Town is not required to pay a higher rate unless the officer is ordered into the detail and if his or her rate of pay is greater than that which the grant provides, then in that event the town shall pay the difference between the two rates.

1. The Town agrees that when such details have a rate restriction, the rate restriction, will be included in the posting of the detail.

(h) All medical, hospital and insurance benefits shall remain in effect while working special details in accordance with 45-19-1 of the Rhode Island General Laws, 1956, as amended, and as defined in this Agreement between Local 305, IBPO and the Town of Jamestown during the current Agreement.

(i) The Chief of Police is authorized to detail police personnel and to require payment of an hourly amount in accordance with the contract between the Jamestown Police Department and the Town and which amount shall be due and payable upon receipt of the money from the contractor involved, whenever construction of, improvement of, or installation of any utility on a state highway within the Town shall in the opinion of the Chief of Police cause disruption of the normal flow of traffic and create a hazard to motorists. The Chief may, if he determines police personnel are necessary to regulate the traffic, after notifying the contractor involved, detail the number of police personnel that the Chief deems necessary to ensure the safety of motorists and the safety of employees

working upon the highway and the contractor shall be responsible for the cost of the detail. The Town of Jamestown shall not be responsible for providing the detail where the State or the contractor refuses to pay for said service.

Whenever a private contractor performs work on a state road or major town road causes traffic to change lanes or close the road, there shall be a detail officer who will be paid at the detail rate of pay to the extent it is not inconsistent with state law. Whenever the Town of Jamestown works on a state road or major town road causing a lane change or road closure, there shall be a detail officer, paid at the officer's overtime rate of pay. It is not the intent of the Union to cause a contractor or the Town to put a police officer on a detail of projects of short duration, such as filling potholes, repairing wires, etc.

Section 3 - Definitions.

(a) Non-Town Detail: A Non-Town Detail shall be defined as any function outside the Officer's normal work schedule in which an individual, corporation, person or organization requests and pays for or reimburses the Town of Jamestown for a Police Officer or Officers for a specific function.

(b) Town Detail: A Town detail shall be defined as any specific function or event in which the Town of Jamestown requires additional Police presence, covered by Police outside their normal scheduled work hours, and the Town of Jamestown is not being reimbursed by any individual, corporation, person or organization.

1. The Parties agree, however, that the Special Olympics' Penguin Plunge on New Year's Day shall continue to be treated as if it were a Non-Town Detail.

Section 4 - Call Back Pay:

All permanent members of the bargaining unit who are called back to duty at a time not contiguous to a shift shall be compensated for at least four (4) hours minimum. The pay for this time shall be at the overtime rate of pay. At the discretion of the Shift Commander, all employees called back to work under this Section shall be required to stay on duty only until the reason he/she was called back to work has been completed. The exception to this shall be as outlined in subsections (a) and (b) of this Section.

(a) All Police Officers of the Jamestown Police Department shall receive (1) additional days pay: (8) hours pay at his/her regular rate of pay while qualifying at the pistol range provided that the officer is not on duty at the time of qualification. If an officer fails to qualify for any reason, subsequent qualifying rounds will be scheduled on his/her own time at the convenience of the Range officer.

(b) Upon successful completion of Breath Testing training, the Police Officer has an ongoing obligation to remain certified. The Town will compensate all off duty Police Officers of the Jamestown Police Department four (4) hours minimum pay annually at their overtime rate of pay while certifying on the Breath Testing. If an officer fails to certify for any

reason, subsequent certification shall be scheduled on his/her own time. All Officers must remain certified on the Breath Testing.

(c) The Town of Jamestown agrees to send Supervisors for management training within one (1) year of promotion, unless it can be shown that the newly promoted supervisor has already attended that training. Attendance by all Supervisors is mandatory.

(d) Whenever a member of the bargaining unit is called back to duty for any reason, and an emergency develops within the Department that requires the officer's assistance for that emergency, beyond the time when he or she would have completed the task for which he or she had originally been called back to duty, the shift supervisor or the officer-in-charge on duty may require that the officer remain on duty until he or she is no longer needed to assist with the emergency. The Town recognizes that it is not the intent to hold an officer over past his or her original reason for call back duty unless there is an articulable, definable emergency. Emergency is defined as a sudden unforeseen occurrence or condition; exigency; pressing necessity.

Section 5 - Court Time and RITT Hearings.

Any time a member of the bargaining unit is required to attend court or RITT (Rhode Island Traffic Tribunal) hearing on his/her off-duty time, he/she shall be paid at the rate of time and one-half (1 1/2) his/her regular rate of pay, with a four (4) hour minimum.

For the purposes of Article V, Section 1(f), only actual Court time and travel time will be considered as part of the sixteen (16) hours. (Legitimate travel time: 1/2 hour to and from Newport, 1 hour to and from Cranston.)

When the Police Chief receives notification of a scheduled RITT hearing he will notify the officer involved of the hearing date and whether or not he intends to send the officer to the hearing. At that time the officer may discuss with the Chief his/her reasons for wanting to attend and the Chief will consider the officer's reasoning. If the Chief determines that the officer should attend, then the officer must attend.

If the Chief determines that the Department will not pursue the violation at the RITT hearing, then the matter is ended and the Chief's decision is not subject to the contract grievance procedure. The officer will receive four hours minimum overtime pay for attendance at RITT hearings.

At such time as the Town establishes a Municipal Court the Union and Town agree to re-open discussions on the logistics of sending officers to this court.

Section 6 - Travel Expenses.

All members of the Jamestown Police Department shall receive IRS rate per mile, or shall he allowed to gas their private vehicles at the Town gas pumps when said private vehicle is used for departmental business. Department business would include Police meetings, schools,

seminars, training classes, range, clothing purchase, etc. All officers traveling overnight to attend an event or school authorized by the Chief shall be reimbursed a per diem rate of $35.00 for meals and expenses not included in the program. The officer shall submit receipts for town accounting purposes. Lodging shall be booked and paid for by the Town.

ARTICLE VIII

Section 1 - Compensatory Time:

All employees may take compensatory time off instead of being paid for overtime hours worked. Compensatory time shall be received at the rate one and one-half (1 ½) for overtime worked. Compensatory time normally will be taken eight (8) hours at a time. Effective March 1, 2007 the Town agrees to allow employees to take compensatory time of less than eight (8) hours, but not more than four (4) hours, at a time, provided the partial shift compensatory time does not create overtime or violate any other terms of this Agreement. Compensatory time shall be requested thirty (30) days before the start of the shift requested, if the request is for three (3) days or more. Compensatory time for two (2) days or less may be taken with seven (7) days notice, submitted before the start of the shift. An officer cannot be bumped from his/her compensatory time if the request was submitted at least thirty (30) days in advance.

Compensatory time may be accumulated up to a maximum of ninety-six (96) hours. Only forty-eight (48) hours per fiscal year may cause overtime.

It is agreed that vacation and personal days shall have priority over compensatory time.

Upon death or retirement from the Police Department, the employee or his/her estate shall be allowed to sell back to the Town all unused compensatory time.

ARTICLE IX

Section 1 - Vacations.

Less than five (5) years	(14) working days
5 years but less than 10 years	(18) working days
10 years but less than 15 years	(23) working days
15 years but less than 21 years	(26) working days
21 years but less than 23 years	(27) working days
23 years and 24 years	(28) working days
25+ years	(30) working days

(a) Vacation may be taken at any time during the fiscal year at the discretion of the Chief of Police and said permission shall not be unreasonably withheld. All members shall be entitled to a full day's pay, eight (8) hours, at the regular hourly rate of pay, for each of his/her unused vacation days at the end of each fiscal year. All members shall be ineligible to be ordered into work on days off in conjunction with three (3) vacation days provided they do not request to be included in the overtime rotation during the vacation period.

Vacation days shall be requested at least thirty (30) days prior to the first vacation day requested and, if so requested, the officer shall not be bumped from his or her vacation; provided further, that if a vacation date(s) is open a request for that date(s) may be requested no less than fourteen (14) days in advance.

(b) Vacation Accumulation: Members of the Jamestown Police Department shall be allowed to carry all unused vacation days from one year to the next, with a maximum of no more than three (3) years accumulation.

(c) All employees shall have the option to sell all annual vacation days back to the Town or carry them over to the next fiscal year.

(d) Upon retirement, death, or resignation from the Police Department, the employee or his/her estate shall be allowed to sell back to the Town all unused vacation days.

(e) Vacation Usage: Out of six (6) members who can be off on vacation in the Patrol Division, only four (4) can be off on vacations of more than six (6) working days.

Section 2 - Paid Holidays:

(a) The following holidays shall be paid holidays for all employees of the Jamestown Police Department. Holiday pay shall be one-fourth (1/4) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether he/she works the holiday or not.

1. New Years Day
2. Martin Luther King Day
3. Washington's Birthday
4. Easter Sunday
5. Memorial Day
6. Independence Day
7. Victory (VJ) / Bay Day (August)
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Day

In addition to the above holidays, any 'Special Holiday' as declared by the President of the United States, shall be considered as a holiday for the purposes of this Section. Employees of the Jamestown Police Department shall receive holiday pay for the 'Special Holiday' as outlined above for regular holidays.

A 'Special Holiday' shall be considered a 'one-time holiday' and not one that is celebrated

on an annual basis.

Said employees shall have the option of taking the holiday off without extra pay, at the discretion of the Chief of Police.

(b) If an employee is required to work overtime on New Years Day, Thanksgiving or Christmas he/she shall receive double time one-half (2 1/2) plus holiday pay. For the purposes of this provision, Christmas Day shall commence 3:00 p.m. December 24th and end at 11:00 p.m. on December 25th. New Years Day shall commence 3:00 p.m. December 31st and end at 11:00 p.m. on January 1st.

(c) Personal Days:

There shall be five (5) paid personal days for each employee of the Jamestown Police Department. These personal days may be carried over to the next fiscal year with a two (2) year maximum accumulation which equals ten (10) days. All employees will be allowed to take their personal days off at their request. Three (3) personal days per year may be taken with a minimum of four (4) hours notice if a replacement is available. The term 'available' as used in the Agreement shall mean able to be reached by telephone and ready and able to report to work.

In addition to the above paid personal days, an employee of the Jamestown Police Department who does not use any sick leave for a period of three (3) consecutive months, shall receive one (1) paid personal day. The employee may accumulate a maximum of four (4) paid personal days per year in this manner. The three (3) months periods would start at the beginning of the fiscal year and run consecutively thereafter.

All personal days may be carried over to the next fiscal year with a two (2) year maximum accumulation.

Section 3 - Time Off While Performing Union Duties:

All employees covered by this Agreement who are officers of Local 305 shall be allowed time off for official Union business with the Town, with pay and without requirement to make up said time, if there is sufficient manpower available to cover for said employees as determined by the Chief of Police. The Town will not pay for any union business conducted outside the officer's scheduled shift.

Section 4 – Time Off

No more than two (2) officers per shift shall be allowed off at the same time. One (1) supervisor and one (1) patrol officer assigned to the same shift may be off at the same time, provided however that no more than three (3) supervisors may be off at the same time. The Chief of Police may restrict the number of supervisors off because of certain holidays or special events. In the event that a supervisor has not requested time off in accordance with Section 1 (a) – Vacations, then two (2) patrol officers assigned to that shift may be off at the same time. It is understood by the parties that the Chief of Police, Lieutenant, and Detective work administrative schedules and

are not included for the purposes of this section.

ARTICLE X

Section 1 - Sick Leave:

(a) All employees will be allowed eighteen (18) days of accumulation of sick leave per fiscal year, of which eight (8) days, may be used without a doctor's certificate and with no loss of pay. Of the remaining ten (10) days and any accumulation brought forward from past years, the employee will be required to present a doctor's certificate to the Chief of Police stating the date of the visit. If the employee fails to provide a signed statement by a physician licensed by the State to practice medicine, he/she will forfeit his/her pay for the sick time taken, not to exceed eight (8) hours pay. If he/she produces a doctor's certificate he/she will be paid for all sick leave days covered by the doctor's certificate.

Five (5) days of existing sick leave allocation may be used for 'family sick time.' 'Family sick time' is defined as absence for the purpose of attendance upon members of the employee's family (not necessarily within the household of the employee) whose illness requires the care of such employee. Any sick time used as 'family sick time' shall count towards the eight (8) days of sick leave allowed per fiscal year without the need to present a doctor's certificate, as set forth herein in the preceding paragraph. For the purpose of this section 'family sick time' is defined as that time used to care for a spouse, child, parent, or domestic partner.

Required doctor's certificates need not state the nature of officer's illness, but shall set forth the date of the visit to the doctor, provided further, however, all employees must notify the Police Chief in writing immediately of any injury or illness, physical or psychological, that may in any way impair the officers ability to function as a police officer as outlined in the Department's essential job function for a police officer, or any type of injury that may affect the officer's ability to function as a police officer. The Chief of Police may require:

1. The officer to undergo an Independent Medical Examination (IME) whenever he believes that an illness or injury may affect the officer's ability to function as a police officer at that time or in the future, regardless of whether or not the injury or illness was job related.

2. If an officer is ordered to undergo an IME, the officer shall release all requested medical records to the IME physician and to the Town of Jamestown, which will become part of the officer's permanent records.

3. Any time an officer is required to undergo an IME and the IME takes place on the officer's day off, he or she shall be paid at the four (4) hours contractual minimum call-back rate of pay.

4. Any time an officer is scheduled for an IME by the Town, and the IME takes place

after the officer has been cleared by his or her physician to return to work, and the IME physician concurs as to when the officer should have returned to duty, then no time shall be lost by the officer.

5. If the IME physician does not clear the officer to return to duty, the officer will remain on sick leave until such time as the IME physician determines that the officer can return to duty and perform the essential job functions.

6. An officer shall be reimbursed for any lost details and/or overtime opportunities lost as a result of being placed on sick leave by the Town after being cleared by his/her own physician and the IME physician subsequently concurs that the officer should have been cleared.

7. The formula for determining 'lost details and/or overtime opportunities lost' for the individual officer is:

   (a) The average number of details/overtime hours actually worked per week, calculated over the previous twelve (12) month calendar period, times the number of weeks, or fractions thereof, that the officer was ordered out on sick leave by the Town.

   (b) Once this average amount of time per week is determined, and agreed to by the Town and the Union, the officer shall receive detail/overtime pay at the rate set fourth in the contract.

(b) Anytime an employee or spouse gives birth to or adopts a new baby, he/she shall be allowed to use up to fifteen (15) consecutive work days as parental leave.

(c) Sick leave shall be on a cumulative basis and shall be allowed to accumulate from one fiscal period to another for all unused days with no maximum accumulation. All employees hired after March 1, 1993 shall be entitled to accumulate up to 165 days of sick leave.

(d) Any and all sick leave time accumulated up to the date of acceptance of this contract shall be credited to each officer and shall not be lost.

(e) Upon retirement or death of an employee, the employee or his/her estate shall be entitled to a cash payment amounting to one-half (1/2) of his/her accrued unused sick leave at his/her regular rate of pay.

(f) The Town will establish a retirement account, as heretofore, for each member of the bargaining unit. The funding will be voluntary, at the discretion of the employee, and will be based upon the following formula.

   (a) If the employee wishes, the Town will purchase a maximum of five (5) sick days in each fiscal year. The purchase cost will be the employee's base hourly rate

times eight (8) hours for each day purchased. The purchase will occur at the end of the fiscal year, and will be reflected in the employee's paycheck during the first pay check of the next fiscal year.

(b) The Town will invest this money in an account with Washington Trust with three different plans available to employees. The risk of these investments shall be borne solely by the employee. The Town and the Union will not be liable for any losses the plan or any individual employee may suffer. Upon a normal retirement, the employee will be eligible to collect sick pay principal plus interest thereon, in addition to that individual's personal investment, if any, and interest.

The Town shall issue to each participating employee an annual statement on February 1st of each year detailing the total sick days credited, which plan the employee is currently invested, the total amount of the employee's contribution into his/her plan, and the current estimated value of the employee's participation within his/her plan. Within thirty (30) days after the annual statement is received the employee shall have the right to reinvest their current plan value to another of the Washington Trust plans offered.

(c) The employee may add to this fund by investing his/her own money once per year on the same date as the annual sick leave sell back. If he/she leaves prior to normal retirement, he/she may withdraw only his/her own money, and interest, in the fund. He/she is not eligible to receive his/her 'sick time' payment.

(d) Upon death of an employee, his/her estate shall be entitled to collect the employee's sick pay principal plus interest thereon in addition to employee's personal investment, if any, and interest.

(e) The risk of all of these investments shall be borne solely by the employee. The Town and the Union will not be liable for any losses the plan or any individual employee may suffer.

(f) At the end of the fiscal year, employees having more then forty (40) days annual accumulated sick leave may request payment for those days in excess of forty (40) at a rate of one (1) day's pay for each three (3) days of accumulation. At the same time, employees will be offered an opportunity to deposit fifty (50%) per cent of their unused sick days for the year in a sick leave bank, to be established by the Town on or before June 1, 1993. Payment under this section will be reflected in the employee's paycheck during the first paycheck of the next fiscal year.

(g) Any time an officer is on sick leave for a non-job related injury and has used all of his/her sick leave, he or she shall use all accrued vacation time, compensatory time and personal days before being placed on sick leave without pay.

(h) As of July 1, 2010, the Town shall establish a "Sick Time Bank". At the beginning of each fiscal year the Town shall place a total of 4 sick days per member into the Sick Time Bank (2 from each member's original 20 days, and 2 matched by the Town). At the end of each fiscal year each member of the bargaining unit may deposit up to eight (8) days of unused sick time

into the Sick Time Bank. Once sick time is deposited into the Sick Leave Bank it loses all monetary value. If a member of the bargaining unit or a member of their immediate family becomes seriously ill and the member is in danger of running out of sick time they may withdraw sick time from the Sick Time Bank. Each member may withdraw a maximum of twenty (20) days at a time with a maximum of sixty (60) days of sick time per fiscal year. Once the member returns to work any unused sick time withdrawn from the Bank will be returned to the Bank. All requests for withdrawals from the Sick Time Bank must be approved by a Sick Leave Board consisting of the President and Vice President of Local 305 and the Town Administrator. No requests shall be granted for IOD related injuries or illnesses. It is understood that the purpose of the Sick Time Bank is to assist members and their families with serious and life-threatening illnesses.

Section 2 - Emergency Leave:

Employees shall be granted up to three (3) days off total, from the date of the death of a member of their immediate family until the date of the funeral or memorial service, where it is necessary in order to make arrangements and to attend the funereal or memorial service. Such employees shall suffer no loss of pay during this period. The term 'immediate family' shall mean for purposes of this provision: child, spouse, mother, father, mother-in-law, father-in-law, grandparents, sister or brother. In the event of a death of any other near-relative (first cousins or closer, but including brother or sister-in-laws) one (1) day off with pay will be granted in order to attend the funeral. In the event of the death of an individual other than those specified in this Section, permission to attend during duty status will be at the discretion of the Chief of Police.

Section 3 - Retirement Account. - Exhibit A:

The Town agrees to provide to each individual employee a statement of his/her retirement account annually.

Section 4 - Buy Back:

Any buy back of unused sick time as described in Article X Section 1 (f) and unused vacation as described in Article IX Section 1 (c), other than those arising from normal retirement, shall be paid in the first pay period of the next fiscal year at the accrued rate. Any buy back under this Section other than retirees will be pro rated at the tie of termination/departure from town employment.

ARTICLE XI

Section 1 - Illnesses and Injuries:

(a) Employees of the Police Department who are injured or who contract illness in the line of duty shall receive such benefits as provided by Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended.

(b) Medical care for injuries and illnesses for those injured or who contract illness in the line

of duty shall be as follows:

1. Employees injured or who contract illness in the line of duty whose condition requires admittance to a hospital shall have the right to select a hospital in the State of Rhode Island and physician from the staff of that hospital. The choice shall be made by the employee, or if his/her conditions prevents him/her from making his/her choice it shall be made by his/her nearest relative who may be available at the time.

2. In other cases which do not require hospitalization, the employee shall have the right to a specialist of his/her choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

3. In cases which are of a minor nature (minor lacerations, abrasion, contusions, etc) the judgment of the attending physician shall be followed regarding the necessity of calling a specialist.

4. When an employee has suffered a minor injury which does not require the care of a physician, in the line of duty and has been treated by a member of the rescue squad, the officer shall authorize release of the rescue squad report and all other reports of the injury and the treatment to the Chief of Police and they shall become a part of the record of the Department. Any subsequent worsening of the injury shall entitle the individual to the benefits of this Article.

5. When an employee has suffered a previous injury and an occasion arises when that injury reoccurs in any nature, the employee shall be entitled to immediate examination by 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 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 State of Rhode Island. 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 this Article, provided however, the Town of Jamestown shall have the right to have said employee examined by a physician selected by the Town to determine whether or not said employee is actually suffering from a recurrence of the injury. If there is a difference of opinion between the employee's physician and the Town's physician, then the two physicians shall pick a neutral physician who will examine the Permanent Police Officer or Clerk/Dispatcher and his/her decision shall be final and binding. The total cost paid for by the Town.

6. It is agreed by and between the parties that the Town may select a physician to examine an employee who reports an illness or original injury and also to determine whether or not an employee ill or injured, is ready to return to work.

7. It is agreed by and between the parties that the Town may assign 'light duty' status after suffering a job related or non-job related illness or injury. The Town may assign light duty if both the Town's physician and the employee's physician agree that returning to work on light duty will not further aggravate the illness or injury. Officers on light duty may leave the Station,

but cannot be ordered to do so.

Section 2 - Light Duty:

For any employee whose physical condition prevents him/her from performing his/her normal work assignments, the Employer agrees to make a reasonable effort to place him/her in work he/she can perform within the Police Department upon release from his or her physician and upon presentation of said release to the Chief and concurrence by the Employer's physician. Said assignment shall be as directed by the Chief.

The intent of this provision is to return to work as soon as is medically possible employees who are affected as set forth in the above paragraph. Further, the parties understand that 'limited duty' refers to duty other than normal outside patrol duties and that it is not the intent that said light duty is to be of a 'make work' nature.

An injured employee or an employee, who is temporarily disabled in any circumstance where the employee is not confined to their home and where the employee is determined capable of performing light duty assignments, may be required to work light duty status, providing the following conditions exist:

1. Capability to perform light duty shall be determined by the employee's physician and the Town's physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician, shall examine the subject employee and the opinion of the third physician shall be conclusive on the parties. The Town shall pay for the cost of the examination. However, the Town and/or the Union shall have the right to have said determination reviewed by a single arbitrator in accordance with the arbitration provision set forth in this agreement. The event a dispute arises as to whether the employee can perform light duty; the employee shall be allowed to remain out of work until such time as a final determination has been rendered.

2. Prior to reporting to light duty, the employee must be informed in writing of the type of work they shall be assigned to perform. This written notice must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph 1 preceding. Said employee cannot be required to perform any task or duty not enumerated in the light duty description provided in writing by the Town to the employee.

3. No employee shall be required to leave the station while on light duty unless the officer is physically capable of wearing his/her duty weapon. If an officer is not capable of wearing his/her duty weapon it shall be their own decision whether or not they are comfortable leaving the police station unarmed. It is understood that if an officer does choose to leave the police station to perform an assigned task it is the Department's responsibility to provide this officer with a vehicle that is not immediately recognizable as a police vehicle. The Town further recognizes that when an officer is capable of leaving the station while on light duty, that the officer's physical capabilities are limited, and that all precautions shall be made not to have the officer perform tasks that could cause the officer further harm.

4. The employee must be granted time off for doctor's visits or therapy.

5. Light duty assignments shall in no way further impair the employee's recovery or aggravate the employee's injury.

6. Light duty assignments cannot be in conflict with the Department's rules and regulations or policies and procedures. This section is not intended to circumvent or impair the terms provided for in R.I. General Laws 45-19-1, as amended.

Light duty will include desk clerk, administrative duties as assigned by the Chief of Police, prosecution and other similar light or clerical tasks in accordance with a doctor's recommendation or the employee's physical limitation, within the essential job functions of the employee. Any employee assigned to light duty shall be placed on an administrative four and two schedule.

ARTICLE XII

Section 1 - Health Benefits:

a) All employee covered by this Agreement shall be entitled to receive health care benefits per Appendix A, family or individual plan, whichever is applicable. For employees hired after March 1, 1996 the Town will pay eighty percent (80%) of all premiums and the employee will pay twenty percent (20%). Effective July 1, 2011, any employee not paying twenty percent (20%) shall pay seven percent (7%). Effective July 1, 2012, this shall increase to fifteen percent (15%).

b) Co-payment for outpatient services shall be as follows: Primary care office visits $10.00; Specialists $25.00; Urgi-Care $25.00; and Emergency Room $100.00.

   The Town agrees that officers shall be responsible for the increase in the Emergency Room co-payment only if the Urgent Care facility is open and the officer chooses not to use it. In addition, the Town agrees that when an officer's doctor issues a directive requiring that the treatment shall be performed at an emergency room, the officer's co-payment shall be $50.00.

   The Town further agrees that officers shall only be required to pay $25.00 for Urgent Care visits when his/her family's primary care physician's office is closed and it is not practicable for the officer or his family member to delay the treatment until their primary care physician's office is open.

   Employees may submit requests for reimbursement for the $5.00 differential between the employee co-payment requirement (10.00) and the Town's insurance plan co-payment limit ($15.00).

   Local 305 and the Town agree to a $250.00 deductible health care plan as per Appendix A. The Town will pay this deductible. Should the co-pays paid by the Town exceed

$4,000.00 in fiscal year 2010, the Local and Town will reopen discussions on this matter.

c) Prescription Plan per Appendix A, family or individual plan, whichever is applicable.

d) The Town will provide vision care coverage on a reimbursement basis with an annual maximum per individual of $100.00 for prescription eyeglasses.

e) The Town may substitute any equivalent health plan or plans for any of the plans specifically set forth with the Union's approval, which shall not be unreasonably withheld.

f) Effective December 1, 2007, the Town shall provide Dental Coverage per Appendix A, family or individual plan, whichever is applicable. For employees hired after March 1, 1996 the Town will pay eighty percent (80%) of the dental insurance premiums and the employee will pay twenty percent (20%).

g) Blue Cross Healthmate Coast to Coast / Family Plan for all members of the bargaining unit who retire from the Jamestown Police Department upon reaching their normal retirement date, after March 1, 1991.

h) The Town agrees to provide this coverage for retired employees until such time as they become eligible for equal or better coverage through future employment or through equal or better coverage supplied by a spouse's employer. Retired employees will be allowed to purchase coverage for family members through the Town, at the rate the T Town pays for the coverage. Employees, who leave the Town's plan, when equal or better coverage is available, as detailed above, will be taken back under the Town's coverage in the event of loss of these benefits.

i) Effective March 1, 2007 employees who retire after completing at least twenty (20) years of service (having reached their normal retirement date) will receive individual health care benefits as outlined above, and may purchase family coverage and benefit rider packages at the rate the Town pays for the coverage by reimbursing the Town the difference between the costs of the two health plans. This benefit will remain the same until such time as the employee would have completed twenty-five years of service. At that time the employee will receive an individual or family plan health benefit package, whichever is applicable, and may purchase benefit rider packages at the rate the Town pays for the coverage by reimbursing the Town for the cost of the riders.

j) Upon retirement an officer may keep his or her present health benefits package by reimbursing the Town the difference between the two health plans; provided, however, this privilege will be forfeited by any retiree who fails to make his/her monthly payment as prescribed by the Town.

k) Any employee eligible for alternative health care coverage may opt to receive health care coverage pursuant to a non-Town paid plan in lieu of a Town paid plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall

receive two thousand two hundred ($2,200) dollars in a lump sum, for each full contract year in which he/she is not covered by Town plan, provided that employees opting out by April 1, 1993 shall be credited with a full year for the 1993-4 contract year. Employees opting out of individual plan coverage shall receive eight hundred ($800.00) dollars for each such year. For each year during the term of this Agreement in which such election is made the employee will receive no coverage pursuant to this Article. The Town may require proof of alternative coverage. Employees who exercise this option whose spouses are employed by the Town shall receive four hundred and fifty ($450.00) dollars in lieu of the payments set forth above.

Section 2 - Life Insurance:

The Town of Jamestown agrees to provide all employees covered by this contract with a Group Life Insurance Policy in the amount of $50,000.00. Said policy will be in effect twenty-four (24) hours a day regardless of duty status.

The Town of Jamestown agrees to provide all employees covered by this contract with an Accidental Death and Dismemberment Policy in the amount of $50,000.00. Said policy will be in effect covering on duty status. Members will have the option of taking over their life insurance plan upon retirement.

Section 3 - False Arrest Insurance:

The Town of Jamestown shall provide all members of the Jamestown Police Department with a Law Enforcement Officer's Professional Liability Insurance that will cover all members of the Department for the following: All sums which the insured shall become legally obligated to pay as damages because of negligent acts, errors or omissions of the insured with limits of $100,000.00 for personal injury and $300,000.00 for bodily injury.

'Personal Injury' means false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and if committed while make or attempting to make an arrest or while under arrest, assault or battery, provided that no act shall be deemed to be or result in personal injury unless committed in the regular course of duty by the insured.

'Bodily Injury' means bodily injury, sickness or disease sustained by a person accidentally caused by an act of the insured in making or attempting to make an arrest while acting within the scope of his/her duties as a Law Enforcement Officer. The Town of Jamestown shall keep such coverage at all times.

A copy of this policy shall be forwarded to the President of IBPO, Local 305 within a reasonable amount of time.

ARTICLE XIII

Section 1 - Salaries:

The salaries of employees shall be increased by zero (0%) per cent effective July 1, 2010, by two (2%) per cent effective July 1, 2011, by two (2%) per cent effective July 1, 2012, and by two (2%) effective January 1, 2013.

Rank	7/1/2010	7/1/2011	7/1/2012	1/1/2013
Lieutenant	$61,117.04	$62,339.38	$63,586.17	$64,857.89
Sergeant	$55,863.15	$56,980.41	$58,120.02	$59,282.42
Detective	$53,577.86	$54,649.41	$55,742.40	$56,857.25
Patrolmen (three)	$51,252.56	$52,277.61	$53,323.16	$54,389.63
Patrolmen (two)	$39,967.67	$40,767.02	$41,582.36	$42,414.01
Patrolmen (one)	$37,367.05	$38,114.39	$38,876.68	$39,654.21

Patrolmen will advance in step upon reaching their anniversary date of employment.

Employee, bi-weekly salaries for the contract year 1996-97 shall be computed by dividing their annual salaries by 26, even though they will receive a bi-weekly paycheck in each of the 27 pay periods in that year.

The detective's salary shall be adjusted to include 144.0 hours times the hourly rate of pay, to compensate for the loss of days worked as a result of Article V, 1 (j).

Section 2 - Longevity:

All members of the Jamestown Police Department who become eligible under Section 2 of Article XIII shall receive on the anniversary date of their original date of employment, such longevity due as outlined below, to be paid by separate check.

One-half percent of base salary per year times the number of years of employment. Employees are eligible to collect longevity pay beginning at the completion of their 5th year of service. This calculation shall be capped upon reaching 25 years of service at 12.5%. In addition to the longevity due to all eligible employees as outlined in Section 2 of the current contract, each eligible employee shall receive an additional four hundred fifty ($450.00) dollars added to his/her longevity. This will have no effect on the longevity formula of one-half percent of base salary per year times the number of years of service.

Section 3 - Uniforms:

A. All uniforms shall be furnished as required by the Town of Jamestown. The Town agrees to furnish all Permanent Police Officer with a clothing allowance as follows:

March 1, 2011.....$2,100.00

March 1, 2012.....$2,100.00

March 1, 2013.....$2,100.00

For the maintenance and upkeep of their uniforms, said sums to be paid yearly, by separate check, on March 15th of every year.

The Town agrees to furnish the detective with a clothing allowance of seven hundred and fifty ($750.00) dollars per year, said sum to be paid yearly, by separate check on March 15th of every year.

The Town agrees to furnish each officer with a bullet proof vest, to be replaced in accordance with the manufacturer's recommendations. Officers may elect to upgrade to an equal or higher standard vest than that provided by the Town. The Town agrees to provide reimbursement to employees who elect to exercise this provision at the cost for the standard issued vest offered by the Town, commencing with the recommended manufacturer's replacement date for the current issued vest. Employees who exercise this provision shall be solely responsible for the cost differential between the standard issue and the upgraded vest selection.

ARTICLE XIV

Section 1 - Pension Plan:

The Town of Jamestown shall provide a pension plan for the employees of the Jamestown Police Department. The pension Plan shall allow for normal retirement benefit equivalent to sixty (60%) per cent of the employee's base pay, plus longevity bonus for those retiring after March 1, 1996, after twenty-five (25) years of service (two and one half (2.5%) per cent for twenty (20) years and two (2.0%) percent for each year in excess of twenty (20) years). Effective March 1, 2007, the Pension Plan shall allow for a normal retirement benefit equivalent to fifty percent (50%) of the employee's base pay plus longevity, for those retiring after twenty (20) years of service (two and one-half percent {2.5%} for twenty (20) years, and two percent (2.0%) for each year in excess of twenty (20) years.)

The following terms and conditions apply:

A. The Town of Jamestown will accept full responsibility for the Police Pension Plan, Titled, 'Town of Jamestown, Rhode Island Police Department Pension Plan.'

B. All employees of the Police Department shall be required to join the Police Pension Plan. Withdrawal from the plan will require retirement or termination of employment from the Jamestown Police Department.

C. Employees shall contribute eight (8.0%) per cent of their base pay rate plus longevity to

the Pension Plan. Effective July 1, 2008 employees shall contribute eight and one-half percent (8.5%) of their base pay plus longevity to the Pension Plan. Effective July 1, 2009 employees shall contribute nine percent (9.0%) of their base pay plus longevity to the Pension Plan.

D. The existing twenty (20) year retirement plan (amended for retirees after March 1, 1996 to include the longevity hours in the benefit calculation as above) will be extended to a twenty-five (25) year retirement plan on the following staggered schedule:

Name	Minimum Years of Service Required For Normal Retirement
J. Pemantell	20
T. Tighe	21
R. Rexter	21
P. Balzer, Jr.	22
C. Westall	22
F. Watson	22
R. Peckham	22
K. Pfetzer	22
T. O'Connell	22
R. Grundner	22
J. Dube	23
W. Donovan	23
W. Piva	25
K. Woodbine	25

All future Police Department employees (i.e. all those hired after K. Woodbine) will have a twenty-five (25) year service requirement with an initial benefit of sixty percent (60%) per cent of base pay upon retirement.

E. Spousal benefits allowed under the Town of Jamestown, Rhode Island Police Department Pension Plan will only apply if the employee is married at the time of normal or late retirement, or for officers voluntarily resigning prior to normal retirement, at the time of normal retirement date.

F. All military 'Buy Back' time purchased after April 1, 1986 will be at an actuarially determined rate with the employee responsible for the entire cost. The Town will honor all military service purchased prior to April 1, 1986. Military service time cannot be credited towards minimum years of service as listed above. There will be no military service 'buyback' for employees hired after March 1, 1996.

G. It is the intent of the Town and the Police Negotiating Committee to create a pension plan that provides retirement benefits to the Jamestown Police employees comparable to those allowed in the John Hancock Plan, except where amended by contract agreement or state law.

H. Upon retirement, an employee will receive a retirement benefit consistent with the existing plan. This retirement benefit will remain unchanged from the date of retirement until the retiree's fifty-fifth (55) birthday. Upon reaching the age of fifty-five (55), the retiree's benefit will be recalculated on the following formula: One (1) per cent per year for every year between his/her retirement age and the age fifty-five (55), compounded annually. This recalculated benefit will be his/her new base benefit. This new base benefit will increased annually by two (2%) per cent per year for exactly ten (10) years, until the employees sixty-fifth (65) birthday, at which time all cost of living increases will terminate and the benefit will not again be increased.

Example: Retirement Age 49*	
Retirement Benefit:	$14,000.00**
Recalculated Retirement at age 55.	$14,861.00
Benefit increased by two (2%) per year	
Final Recalculated Benefit at age Sixty-five (65):	$18,115.00

* Estimated Retirement Age

**Estimated Retirement Benefit

Effective July 1, 2007 all members who retire shall receive a cost of living increase (COLA) based upon the following schedule:

One percent (1.0%) per year for every year between his/her retirement of twenty (20) through twenty-five (25) years of service, compounded annually. Once the officer has completed twenty-five (25) years of service or has since retired with at least twenty (20) years of service, but has reached what would have been his/her twenty-fifth (25th) anniversary, his/her COLA shall increase to three percent (3.0%) per year, compounded annually.

I. The Town will assist in establishing a '457' deferred compensation plan, at no cost to the Town and to be administered by an outside agency.

J. Upon permanent disability for service due to occupational causes participant will be paid sixty-six and two-thirds (66 2/3 %) per cent of the rate of pay he/she was receiving at the time of his/her disability retirement.

K. The Town and Union agree in computing an employee's retirement benefits, average compensation is computed on the thirty-six (36) consecutive months of full service prior to date of normal or late retirement or termination and not on Plan year basis.

The pension plan is to be amended so as to incorporate the terms of Paragraph 10, and to provide this language shall apply prospectively and to retiree Pfetzer so that his disability

pension benefit shall remain unchanged upon reaching his normal retirement date.

Section 2 - Special Details for Retirees:

At the discretion of the Chief of Police, future retired police officers may be allowed to work special details after all permanent police officers have refused the special detail. Officers who leave the Department prior to their normal retirement date shall not be allowed to work special details unless the Jamestown Police Chief and the Executive Board of Local 305, IBPO mutually agree to allow such person to work special details.

ARTICLE XV

Section 1 - Present Benefits:

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees and shall be made part thereof.

ARTICLE XVI

Section 1 - Rules and Regulations:

(a) Local 305 shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police, and a copy thereof transmitted to the Town Administrator. Said suggestions for rules and regulations will be given due consideration and adopted if deemed advisable by the Chief of Police and the Town Administrator. Said suggestions must originate from employees of the Department.

(b) Each employee of the Police Department shall be provided with a copy of all Town Ordinances concerning the Police Department, and a copy of Town Ordinances for which the Police Department is responsible for enforcement. There will be made available to all employee any and all amendments to the Town Ordinances and each and every amendment or addition of any notice of operation of the Department that affects the employee of the Department within sixty (60) days of their adoption.

Section 2 - Review of Personal File:

The Chief of Police, upon the request from any member of the Department, must allow said member the privilege of a periodic review of his/her personal file. A member shall have the right to appeal to the Chief of Police for withdrawal of any statement or material the member feels does not belong in the file or that discredits him/her. Should the appeal fail, the member has the right to have a rebuttal to the statement or material included in his/her file.

With the exception of the psychological examination each employee may make a copy of

everything in his/her personal file. Any additions made to the files: a copy of the addition shall be furnished to the employee.

ARTICLE XVII

Section 1 - Grievances:

For the purpose of resolving alleged grievances of employees of the Town of Jamestown Police Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town:

A. When any employee feels he/she has a grievance, he/she shall, within seventy-two (72) hours of the act or omission he/she feels should be grieved file a written grievance with the Executive Board of the Union to determine the justification of the complaint.

B. Within five (5) days thereafter, if the Executive Board feels that there is justification in the complaint, the Union President shall submit a written grievance to the Chief of Police, the Town Administrator and the President of the Town Council. This written grievance shall contain, with reasonable clearness: the exact nature of the grievance; when it occurred, the identity of the employee or employees who claim to be aggrieved, the specific provisions of the Agreement that the employee or employees claim the Employer violated (catch all recitations shall not meet this requirement), and the remedies sought. A meeting shall be set up within five (5) days from the date of notification of the grievance was made to the Town Administrator. The meeting shall consist of the Town Administrator, Chief of Police, President or Vice President of the Union and the grievant.

Either party may bring counsel or the national union representative.

C. In the event the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid with seven (7) days, the matter shall be submitted to arbitration as set forth hereinafter.

D. It is expressly understood by the parties hereto that the members of the Jamestown Police Department shall have no right to engage in any work stoppage, slowdown or strike, and all issues of grievance shall be resolved by the grievance and arbitration procedures set forth herein.

E. It is agreed by the parties hereto that in the event the complaint shall involve suspension or discharge of any employee he/she shall be paid until there has been a final determination of the grievance or to a maximum period of two (2) weeks, whichever comes first.

F. The parties agree that all employees covered by this Agreement shall have the right to file a grievance for any disciplinary action, whether it involves the Rhode Island Law Enforcement Officers' Bill of Rights (LEOBOR) or not, provided however, the resort to the grievance procedures set forth herein shall constitute a waiver of any rights under the LEOBOR.

ARTICLE XVIII

Section 1 - Arbitration:

Within five (5) days from the expiration of the period set forth in Article XVII, Section 1, the Town and the Union shall appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated by it as its representative, who shall meet and appoint a third disinterested person who shall act as Chairperson of the Board of Arbitrators. In the event the two (2) representatives cannot agree upon the third disinterested person within five (5) days, then they shall request the assignment of an arbitrator by the American Arbitration Association, or any other agreed upon agency.

(a) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his/her grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his/her own choosing. Said counsel to be furnished by Local 305 of the IBPO at no expense to said officer.

(b) Any decision handed down by the majority of the Arbitration Board shall be final and binding upon the parties hereto.

(c) All costs and expense of impartial arbitrator shall be shared equally by the parties hereto.

ARTICLE XIX

Section 1 - Police Cruisers:

All new police cruisers are to be supplied with factory installed air conditioning and a police package which shall be maintained in good working order.

Section 2 - Dead Animals:

Under normal circumstances no police officer shall be required to move any dead animal from public or private property, except that police officers shall move dead animals to the side of the road during the period of time when the Animal Control Officer or members of the Jamestown Department of Public Works (JDPW) are not on regular duty. In the event a domestic animal is injured and the owner is not available, the police officer on the scene will immediately have the Animal Control Officer contacted to respond and provide whatever aid is needed for the care of the animal.

ARTICLE XX

Section 1 - Saving and Separability:

It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

Section 2 - Layoffs:

In the event that the Town determined that it will have a layoff, employees shall be laid off in order of seniority. Affected employees will remain on a preferential reemployment list of a period of two years from the date of layoff and shall retain their seniority for this period. In the event of recall, employee will be recalled in inverse order of layoff.

Section 3 - Titles:

None of the titles of Articles or Section within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

Section 4 - Training Academy Costs:

The Parties understand that probationary police officers, within ninety (90) days of appointment as such are required by the Town to execute an agreement in from satisfactory to the Town requiring that they pay in full to the Town all costs actually 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 (1) year of graduation from the Academy, that they repay two-thirds (2/3) of all such sums if they voluntarily leave the employment of the Town more than one (1) year but less than two (2) years after graduation from the academy and that they repay one-third (1/3) of all such sums in the event that they voluntarily leave the employment of the Town more than two (2) years but less than three (3) 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 (if any is paid), uniform, other school materials and the costs incurred by the Town in collecting such sums (including reasonable attorney's fees) from such voluntarily terminating employees. The parties agree that such individual agreements shall be binding upon the employee and the Town after the employee's probationary period. Sole responsibility for enforcement of this provision rests with the Town.

ARTICLE XX

Section 1 - Duration of This Agreement:

This Agreement shall be for the term of March 1, 2010 to June 30, 2013 and thereafter shall remain in effect from year to year unless either party hereto, at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town, gives written notice to the party of its intention to terminate or amend this Agreement.

Section 2 - Successor Clause:

Any change in the composition of the management of the Town of Jamestown or the IBPO, Local 305, shall have no effect on the terms of this agreement and any and all successors to the current management of either party shall be obligated and bound to the terms of this agreement.

IN WITNESS WHEREOF: the said Town of Jamestown has caused this instrument to be executed and its corporate seal to be affixed by the Town Council President therunto duly authorized by the Town Council of the Town of Jamestown as the day and year first above written, and said Local 305, International Brotherhood of Police Officers has caused this instrument to be signed by its President or Secretary/Treasurer, thereunto authorized as of the day and year first above written.

COMMITTEE FOR LOCAL 305, IBPO	**COMMITTEE FOR TOWN OF JAMESTOWN**
_____	_____
President IBPO, Local 305	**Town Administrator**
_____	_____
IBPO Representative	**Witness**
_____	
Witness	