

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

STATE OF RHODE ISLAND

AND

RHODE ISLAND STATE TROOPERS ASSOCIATION

Effective Dates: May 1, 2016 through October 31, 2017

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COLLECTIVE BARGAINING AGREEMENT

In this Agreement entered into by and between the State of Rhode Island, hereinafter referred to as the "State", and the Rhode Island State Troopers Association, hereinafter referred to as the "Association", the parties hereby agree as follows:

PURPOSE

It is the purpose of the Agreement to carry out the policy of the State of Rhode Island by encouraging a more harmonious and cooperative relationship between the State and its employees by providing for procedures which will facilitate free and frequent communication between the State and its employees. By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service to the people of the State of Rhode Island, and agree further that high morale and good personnel relations are essential to carry out this end.

ARTICLE I RECOGNITION

1.1 The State hereby recognizes the Association as the sole and exclusive bargaining agent for all employees within the bargaining unit (hereinafter "Members"),, said bargaining unit to consist of all State Troopers below the rank of Lieutenant as declared appropriate and certified by the State Labor Relations Board in case number EE-1907.

ARTICLE II AGENCY SHOP

2.1 Employees who are members of the Association on the effective date of this Agreement and those who become members of the Association hereafter shall, as a condition of employment, remain members of the Association.

2.2 New employees hired hereafter shall, as a condition of employment, either become and remain members of the Association upon completion of six (6) months of employment or pay to the Association a service charge in accordance with paragraph 2.3.

2.3 All non-members of the Association shall pay to the Association a service charge as a contribution toward the administration of any collective bargaining agreement in an amount equal to the Association's regular monthly dues.

2.4 The State Controller shall deduct from the wages of employees covered by this Agreement union dues and service charges as established by the Association.

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

2.6 The State Controller shall deduct Association dues from the wages of those Members who have authorized in writing for the State to do so. The State Controller shall forward promptly to the Association a check representing the amounts so deducted. Authority set forth in section 36-6-17 of the General Laws of Rhode Island, 1956 as amended.

2.7 The Personnel Administrator shall give written notice to the Treasurer of the Association of those employees within the bargaining unit who become eligible for membership in the Association.

**ARTICLE III
MANAGEMENT RIGHTS**

3.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the State and the employees are vested solely in the State.

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

- (a) To direct employees in the performance of official duties;
- (b) To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;
- (c) To maintain the efficiency of the operations entrusted to it;
- (d) To determine the methods, means, and personnel by which such operations are to be conducted;
- (e) To relieve employees from duties because of lack of work; and
- (f) To take reasonable action necessary to carry out the purposes of the Department which may arise in emergency situations, i.e., circumstances of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature.

**ARTICLE IV
HOURS OF WORK**

4.1 **UNIFORM TROOPERS:** The present work schedule for troopers shall consist of three consecutive days or nights on and three consecutive days or nights off,

known as the "3 and 3 schedule", except as provided hereinafter as training time or otherwise provided elsewhere in this Agreement. In the event that a trooper is scheduled for training, the work week shall be scheduled as Monday through Friday during the training period. In this event, wherever reasonable, a trooper assigned to weekday training shall not be required to work the preceding or subsequent weekend to the training. However, except for emergency situations, the trooper shall not be required to work more than one Saturday and one Sunday from the preceding and subsequent weekend and overtime in this instance is to be paid on the basis of work performed in excess of forty (40) hours in a work week.

4.2 Whenever possible, troopers shall be permitted to use a State patrol car to return to and from their homes between consecutive scheduled work days.

4.3(a) DETECTIVE AND OTHER UNITS: The basic work week for a Member of the Detective Division, Bureau of Criminal Identification (now "Forensic Services Unit"), Intelligence Unit, and the Narcotics Unit, as well as the K-9 Coordinator (hereinafter collectively referred to in this section, i.e. 4.3, as "Member") shall be a seven (7) day period commencing 12:01 AM Sunday and shall consist of five consecutive days on and two consecutive days off, subject to the exceptions contained herein. Nothing herein shall preclude the Department from requiring a Member to work at any time.

It is recognized that certain projects may be necessary involving the Members of the Intelligence Unit and the Detective Division (which includes the Narcotics Unit and the Bureau of Criminal Identification (now "Forensic Services Unit")), in this event, for a period of not longer than ninety (90) days, these Members may have scheduled work weeks which do not consist of consecutive days.

The regular scheduled work day shall consist of no less than six hours and shall not include split shifts. The regular schedule shall provide not less than eight hours between shifts. The basic work week for Members assigned to "weekend" detail may consist of fewer than five consecutive days.

Members shall be scheduled to work forty nine and one half (49 ½) hours during the basic work week. Members shall be paid overtime at a time and one-half rate for all scheduled hours over forty-two (42). Normal scheduled hours while on authorized time off shall be counted as time worked for all purposes. Said work schedule shall be determined by the Superintendent, or his/her designee, and Members shall be notified of said weekly schedule at least forty-eight (48) hours in advance of each scheduled work week.

Until the first pay period in August 2015, those Members with a "bank" who work more than ninety-nine (99) scheduled hours during each two (2) week pay period, shall receive compensatory time for each additional hour of work, to be accumulated as a "bank" to a maximum of four hundred eighty (480) hours of compensatory time. If a Member has banked four hundred eighty (480) hours of compensatory time, all additional hours or overtime worked shall be compensated by pay at the overtime rate. Compensatory time earned as a detective Member pursuant to paragraph 4.3 shall be counted as "Garcia time" in the event of the detective's transfer to uniform.

The provisions of the following paragraphs of this Article 4.3(a) shall remain in effect until April 30, 2016:

Those Members shall give reasonable notice for the use of compensatory time and shall be permitted to use such time off within a reasonable period after making the

request, provided that such use does not unduly disrupt the operations of the Division. Requests by a Member for taking of compensatory time shall not be unreasonably denied. A reasonable period for notice shall be a minimum of seventy-two (72) hours however, less notice may be provided by mutual agreement. Management reserves the right to determine the taking of and the timing thereof of a Member's compensatory time hours for all hours above one hundred and fifty (150) hours that have been banked by the Member. Management shall provide forty-eight (48) hours notice to the Member when requiring the Member to take compensatory time. Compensatory time required by Management to be taken must be in full scheduled day increments, however less than a full scheduled day may be taken by mutual agreement.

Members who accrue compensatory time pursuant to this § 4.3 and who have such compensatory time in their "bank" at the time that they are either promoted to the rank of Lieutenant or transferred to the Uniform Bureau or Administrative Bureau shall be entitled to retain the existing balance of their banks at the time of their promotion or transfer and shall be entitled to discharge said compensatory time pursuant to the terms of this § 4.3. At the time of retirement, Members shall only be paid for seventy-five (75) hours of compensatory time. Any compensatory time in excess of seventy-five (75) hours in a Member's "bank" shall be discharged through paid leave prior to the Member's official retirement. Should a Member choose to accelerate his or her retirement date prior to discharging compensatory hours, those hours in excess of seventy-five (75) shall be forfeited.

Management shall have absolute discretion as to flextime hours for those Members. Flextime is defined as rescheduling the previously scheduled hours of any

scheduled work day subject to the foregoing provisions. Management shall provide twenty-four (24) hours notice prior to changing a Member's work schedule pursuant to flextime, unless an emergency situation arises and in that case, the twenty-four (24) hour notice shall not apply.

Whenever a Member of the Detective Division has chosen to use compensatory time, management may substitute flextime for the compensatory hours taken during the seven (7) day work period. The purpose of this "reverse flex" is to prevent the accrual of compensatory time by a Member of the Detective Division who has not worked a full week, as defined in this section (4.3). Should a "reverse flex" be utilized, the Member will be re-credited the compensatory hours substituted with flextime.

The State, at its election, may pay for accrued compensatory time at the end of each fiscal year. Such compensatory time shall be paid at the regular rate of pay for that Member as of the date of payment.

No more than one payment in cash or compensatory time shall be made for any overtime hour worked.

Vacation time shall take precedence over compensatory time off.

4.3(b) Notwithstanding the provisions of subsection 4.3(a), or any other provision of this Agreement, Members of the Detective Division, Bureau of Criminal Investigation, Intelligence Unit and Narcotics Unit and the K-9 Coordinator shall not receive compensatory time off in lieu of monetary compensation for hours worked in excess of forty two (42) hours during the base work week as of the start of the first pay period in August 2015 but will instead receive monetary compensation for hours worked in excess

of forty two (42) hours during the basic work week at a rate of time and one-half of their hourly rate.

4.3(c) Division Members shall be entitled to exhaust their existing accrued compensatory time bank during the term of this Agreement. On or before April 30, 2016, the Department shall pay out to each Member any compensatory time in the Member's 'comp time bank' at the Member's wage rate in effect on the date of payment.

4.3(d) The President of the Association shall be assigned a basic work week of a seven (7) day period commencing 12:01 AM Sunday and shall consist of five consecutive days on and two consecutive days off, subject to the exceptions contained herein and shall continue to perform his/her regularly assigned duties during these hours.

4.4 For the purpose of this Agreement, "work" is defined as any time a Member is on active duty, required to be in his/her barracks, traveling from home and returning to home after being called back in case of emergency, or is required to be present in a court of law as part of his/her duties.

4.5 All Members assigned to the "3+3 Schedule" shall be on a six-week cycle of rotating shifts which shall be prepared and posted in all barracks during the six-week cycle prior to taking effect. In the event it becomes necessary to change the scheduled work hours for any groups, the parties hereto shall make every effort to agree mutually on the hours for said schedule and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. The scheduled hours of work of each Member shall not be changed without his/her receiving at least twenty-four (24) hours advance notice of said change.

4.6. Nothing in this Agreement shall affect the right of the State, in case of emergency, to "call back" or to require his/her attendance in a court of law.

4.7 Any Member who wishes to change his/her days off or vacation may either request his/her superior in charge for a change or may substitute with a Member of equal rank, provided such substitution is approved by his/her superior in charge. Such approval shall not be unreasonably withheld, and no reason need be provided by a Member to support a desire to change his/her days off or vacation.

4.8 No employee who has performed work before or after scheduled shift hours will have the right or will be required by the State by reason thereof to take time off to equalize his/her working hours.

4.9 Seminars and training sessions, including reasonable travel time within the regularly scheduled work day, which are attended at the request of the State shall be considered as time worked for regular time and overtime purposes. It is understood that an employee shall be entitled to overtime only in the event he/she exceeds the number of his/her regular scheduled work hours during the calendar work week.

4.10 Shift assignments shall be either consecutive days or consecutive nights and shall be for a period of six (6) consecutive weeks. No employee shall be required to work consecutive six (6) week cycles of nights.

4.11 Troopers who are required to attend court sessions shall be entitled to be off regular duty between shifts of at least eight (8) hours' duration. In the event that a trooper is required to remain on duty at the end of the shift and the time in between shifts is not at least eight (8) hours, then the trooper shall be allowed a eight (8) hours rest

period and the time between the regularly scheduled start of the shift and the time that he reports for duty shall be made up at the end of the shift.

4.12 The State shall be able to assign up to fifty (50%) percent of the patrol cars at the barracks to the patrol car shift that commences at 7:00 a.m. and ends at 8:00 p.m. Troopers may utilize their seniority in determining assignment to the 7 a.m. patrol car. In the event that an insufficient number of troopers desire the 7 a.m. shift, the State has the right to assign the least senior troopers to the 7 a.m. patrol car. One non-commissioned officer at Lincoln Woods barracks and one non-commissioned officer at Hope Valley barracks shall work a shift that commences at 7 a.m. and ends at 8 p.m. A minimum of one non-commissioned officer shall be on duty between 8 p.m. and 9 p.m.

4.13 Members assigned to Planning, Research and Accreditation, the Governor's Security Detail, and the Training Academy shall receive the sum of twenty-five (25%) percent in lieu of overtime.

4.14(a) The Traffic Tribunal Officer shall be assigned to a five days on and two days off schedule with work hours as set forth in Section 4.3 and shall remain eligible for overtime and other assignments authorized by the Superintendent. The Traffic Tribunal Officer shall be selected on a voluntary basis according to seniority among eligible corporals and shall remain in this assignment for a minimum of twelve (12) months unless promoted, requests a transfer that is approved by the department, or removed for cause. Subsequent to the twelve-month period, said Tribunal Officer shall remain in such assignment unless he/she is promoted, requests a transfer or is removed for cause. If no corporals volunteer for such assignment it shall be filled according to lowest seniority.

(b) Wickford, Lincoln Woods, Chepachet, and Hope Valley Barracks shall be assigned District Court Officers who shall remain eligible for overtime and other assignments authorized by the Superintendent. The Court Officers shall be assigned to a five (5) day on and two days off schedule with work hours as set forth in Section 4.3. The Court Officers shall be selected on a voluntary basis according to seniority among eligible corporals and shall remain in the assignment for a minimum of twelve (12) months unless promoted, requests a transfer that is approved by the department, or removed for cause. Subsequent to the twelve-month period, the Court Officer shall remain in such assignment unless he/she is promoted, request a transfer or is removed for cause. If no corporal volunteers for such assignment, it shall be filled according to lowest seniority.

ARTICLE V OVERTIME

5.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority may direct or authorize overtime work.

5.2 Overtime for uniformed employees shall be defined as the required performance of work in excess of the established weekly work schedule as set forth in Article IV herein, and the hourly rate for overtime purposes shall be computed for the term of this contract on the basis of two thousand one hundred eighty-four (2184) working hours per year.

5.3 Time and one half shall be paid in each or any of the following instances, and such instances shall not be dependent on any other instance, but there shall be no pyramiding of overtime.

(a) For all work performed in excess of the established weekly work schedule prescribed by the posted schedule.

- (b) In the event that a uniformed trooper or detective is either called back to work or placed on standby for call-back, he or she shall be compensated at the rate of time and one half for all time incident thereto including time spent traveling to and from home or for a minimum of four hours at time and a half, whichever is greater.
- (c)(1) All court appearances required of a State Trooper outside of his/her regularly scheduled tour of duty shall be compensated at the rate of time and one half (1 ½) his/her regular rate of pay for all time incident to and part of his/her court appearances, which shall include all time after a trooper reports to his/her barracks before appearing in court until the trooper leaves his/her barracks after court appearance, or a minimum of four (4) hours pay at a rate of time and one-half (1½), whichever is greater.
- (2) In the event an employee is required to appear in court on the same day as earlier placed on "call back" or on "stand by for call back" the employee shall be paid time and one half (1.5) for the actual time spent earlier on his/her earlier "call back" or "stand by for call back".
- (d) For all work performed on the holidays enumerated in Section 9.1 herein, in addition to the provision of Section 9.2 providing for an additional day's pay for the foregoing holidays. All time worked during a Member's shift which originates during the day of the foregoing

holiday and extends to the next day shall be included for time and a half purposes.

5.4 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective class of position. Upon request, a record of overtime work will be furnished the Association at the close of each pay period.

5.5 Present payroll practices regarding the computation of time worked for the purpose of computing overtime shall be continued.

5.6 A Member's regular rate of pay shall include his/her base pay and longevity pay.

5.7 Whenever classified state employees are excused from work in accordance with the provisions of Section 5.051 of the Personnel Rules, each Member of the bargaining unit who is required to work shall be granted, in the discretion of the Superintendent, either compensatory time off or cash payment for this service at the rate of one and one half (1-1/2) times for each hour worked.

5.8 With the exception of Members referred to in Article 4.3, a Member shall receive double the Member's regular rate for all hours worked in excess of fifteen (15) consecutive hours in any one day or in excess of fifteen (15) consecutive hours from one day to the next.

ARTICLE VI SALARIES

6.1 (a) It is agreed that all employees covered by this Agreement shall receive wage increases according to the attached schedules.

(b) (1) Members may request discharge of Pay Reduction Leave ("PR Days"), which were accrued in accordance with section 6.1(c) of the 2010-2013 Collective Bargaining Agreement, commencing with any payroll period following the payroll period in which it was credited. These requests shall not be unreasonably denied. Employees may elect to carry no more than four (4) PR days solely for cash payment only upon termination from State service due to retirement, voluntary termination or death. Said cash payment for those days shall be at the employee's total pre-reduction hourly rate in effect for the pay period of 1/2/2011 – 1/15/2011 (paycheck of 1/21/2011), regardless of when the cash payment is made. All other pay reduction leave accruals provided for in this agreement shall have no cash value whatsoever.

(2) The pay reduction set forth in Section 6.1(c) of the 2010-2013 Collective Bargaining Agreement shall not be used with respect to the calculation of any other payment or benefit to which Members are entitled.

6.2 All Members shall receive a one-step increase at the end of six (6) months from their appointment date and an additional one-step increase in accordance with Appendix A.

6.3 A uniformed Trooper shall be advanced to the rank of Senior Trooper upon completion of six (6) years of service as a Trooper.

6.4(a) Subject to subsection 6.4(b) of this Agreement, each Member shall continue to receive longevity increases according to the following formula:

<u>Years of Service</u>	<u>Percentage Increase On Base Rate</u>
5	5%
8	7.5%
11	10%

15	15%
20	17 ½%
21	20%

6.4(b) Effective May 1, 2013, notwithstanding any provision of the collective bargaining agreement to the contrary, a Member's eligibility for longevity stipends, including the amount thereof, shall be governed by the applicable provisions of the FY 2012 Budget (P.L. 2011, ch. 151, art 8), as amended.

6.5 The term "service" as used in this Agreement shall include all time spent on active duty, vacations, sick leave, authorized leave of absence, military training leave, and training academy time.

6.6 (a) Out of Rank Pay - Except as provided in 6.6 (b) herein, an employee who has been allowed or ordered to perform the responsibilities of a higher rank shall receive the regular pay of the rank immediately above his/her own after he has performed such higher rank responsibilities for a minimum of his/her three (3) work days within any nine (9) calendar day period unless the higher rank person is engaged in authorized training, in which event a five (5) day minimum shall apply for performing higher rank responsibility. A minimum of five (5) work days in any fourteen (14) day calendar period shall be applicable to troopers and corporals assigned to the Commercial Enforcement Unit. In the event the employee thereafter continues on his/her consecutive workdays to perform responsibilities of a higher rank, the higher rank pay shall continue for those days. The employee shall notify the on-duty Officer in Charge (OIC) or The Night Executive Officer by departmental e-mail with a copy to the respective District Commander prior to securing from duty if the employee has been performing the duties of a higher rank for a work shift. It will be the responsibility of the employer to notify the employee by departmental e-mail

or other communication prior to or upon arrival for the next work shift of the employee as to whether the employee shall continue to perform higher rank responsibilities and to establish the duration of any performance of higher rank responsibilities. The State agrees to administer this provision without the necessity of the affected employee having to request higher rank pay. If a Trooper or Corporal is performing authorized out of rank responsibilities, he or she shall remain eligible to perform division overtime or road detail assignments. Section 6.6 (a) shall not apply to those Members performing out of rank duties pursuant to section 6.6 (b).

6.6 (b) Out of Rank Pay - Sergeants and OIC/NCOIC Commercial Enforcement Unit. Out of Rank pay shall consist of the Regular Pay (base pay and longevity pay) and any Supplemental Pay of the rank immediately above his/her own and shall apply to those Members who shall be assigned:

1. The duties of a Patrol Commander at a Barracks for a period covering at least nine (9) consecutive calendar days. The parties agree that the number of days under this provision is dependent upon the regular weekly schedule of the Lieutenant. Should the regular weekly Lieutenant's schedule change, then the number of days herein shall change accordingly; or
2. The duties of the OIC/NCOIC in charge of the Commercial Enforcement Unit for a period covering at least twelve (12) consecutive days, or
3. The duties of the Night Executive Officer for at least (1) calendar day.

The Member will assume the normal schedule of the Night Executive Officer, the Patrol Commander or the OIC or NCOIC of the Commercial Enforcement Unit. The Members so performing these duties will be designated by the Superintendent or his/her designee as an Acting Night Executive Officer or Acting Patrol Commander or Acting NCOIC or OIC of the Commercial Enforcement Unit, in writing by departmental e-mail. The designated Member will be expected to perform all the duties and responsibilities normally performed by a Patrol Commander, a Night Executive Officer or an OIC or NCOIC including the performance of work outside normally scheduled hours, as appropriate. A Member designated to perform the duties of the Patrol Commander for a minimum of the period prescribed in 6.6 (b) 1 above shall not be eligible to perform division overtime or road detail assignments for the duration of the temporary assignment. A Member designated to perform the duties of a Night Executive Officer may perform division overtime or road detail assignments while on leave status provided that such assignments end at least eight (8) hours before commencing or at least eight (8) hours after completing the Night Executive Officer work shift. Designation of higher rank responsibilities pursuant to this section shall be distributed fairly and equitably among employees capable of performing the work in their respective class of position and is normally expected to be assigned a week in advance in accordance with normal scheduling procedures. If a Sergeant is designated as an Acting Patrol Commander, it is intended that the Sergeant as Acting Patrol Commander will continue to perform any of the Sergeant's normal responsibilities that are above those expected to be performed by a Trooper or Corporal. If a Sergeant is designated as a NCOIC in charge of the Commercial Enforcement Unit, it is intended that the Sergeant as Acting Unit Commander

will continue to perform any of the Sergeant's normal responsibilities that are above those expected to be performed by a Trooper or Corporal. If a Corporal is designated as NCOIC in charge of the Commercial Enforcement Unit, it is intended that the Corporal as Acting Unit Commander will continue to perform any of the Corporal's normal responsibilities that are above those expected to be performed by a Trooper.

6.7 Wage increases pursuant to contract negotiations or arbitration awards shall be paid within sixty (60) days of contract ratification or receipt of an award. If the State fails to implement any agreed upon wage increase within ninety (90) days after it has been notified that the membership has ratified the contract the State shall pay interest at the prime rate for any amount of the wage increase that remains unpaid after such ninety (90) day period.

6.8 Salaries set forth in Appendix A are intended as full compensation for all scheduled straight time worked up to, and including, one hundred and forty-seven (147) hours within any twenty-four (24) day "Garcia cycle."

6.9 A minimum of four (4) hours straight time pay and a maximum of eight (8) hours straight time pay shall be provided for out of State travel on a weekend for school/training/department business. Four (4) hours of straight time shall be paid for a Sunday when travel out of State occurs on a Saturday and the school/training/department business commences on Monday. The foregoing paid time shall be considered as Garcia time.

ARTICLE VII UNIFORM MAINTENANCE

7.1 Each fiscal year, a Member shall receive an annual uniform maintenance allowance of Seven Hundred Fifty (\$750.00) Dollars.

7.2 A separate clothing allowance of Twenty-five (\$25.00) Dollars shall be provided during each fiscal year to each detective.

7.3 Members of the Detective Division will receive a shoe repair allowance of a maximum of fifty (\$50.00) Dollars during each fiscal year. Receipts for shoe repairs must be presented for payment.

7.4 The State agrees to supply each Member with all necessary uniforms, protective clothing and equipment necessary in the normal performance of duties, and to replace said uniforms and protective clothing and equipment whether such replacement is occasioned by loss, damage or ordinary wear and tear arising in the normal performance of duties as a State Trooper.

7.5 The State shall reimburse any Member for expenses incurred for the repair or replacement of a watch, eyeglasses or dental work incurred pursuant to the performance of duties.

7.6 The State shall pay Members of the Detective Division such sums not exceeding two hundred fifty dollars (\$250.00) during any fiscal year necessary to replace or repair any clothing damaged or destroyed while in the performance of duty. The original cost, depreciation, and repair costs shall be factors considered in determining the amount of payment to which a Member shall be entitled hereunder. Receipts or other proof of costs or repairs must be presented for payment.

7.7 Wearing of summer uniforms shall be effective on each May 1st; wearing of Traffic shirts shall be effective October 1st. This schedule shall not be changed unless the Department or barracks commander determines that weather conditions warrant otherwise, in which case they shall exercise their prerogative reasonably.

7.8 The State shall be responsible for the cost of reasonable uniform alterations, repair and change of insignia.

7.9 Protective vests, reasonably up to date and within N.I.J. standards, shall be provided to all Members and the wearing of these vests may be made mandatory by the Department.

ARTICLE VIII SENIORITY

8.1 (a) It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of days off, vacation time, holiday time, layoff and recall, and after four (4) years of service, seniority shall be recognized in choice of barracks, squad and day/night shift assignments for existing vacancies and provided that the Superintendent shall be entitled to maintain a reasonable balance in each barracks and day/night shift assignments up to fifty percent (50%) between senior Members and those with less than four (4) years service. Such barracks transfers shall be fully implemented within fifteen (15) days from the time the Department receives a written request. A Member is eligible for only one (1) barracks transfer within any twelve (12) month period.

(b) A Member may be provided a barracks transfer without regard to these provisions for reason of hardship or extenuating circumstances provided the Superintendent and the Association approve.

(c) The exercise of seniority with respect to day/night shift assignments by Members assigned to the "3+3 Schedule" is subject to the provisions of Article 4.5.

8.2 Seniority, except for purposes of barracks and squad assignments, is defined as the length of service within the bargaining unit as set forth in case number EE-1907 in Article I. Seniority for the purpose of barracks and squad assignments shall be

defined as service within a class of position. Credit for seniority shall include all periods of leave without pay, vacations, sick leave, disability and military leave within the bargaining unit.

8.3 The Personnel Administrator shall prepare and forward to the Secretary of the Association a seniority list of Members. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the Member's name, class of position and seniority. All new and vacant positions shall be posted on the Association's bulletin board for a period of one (1) week. Members applying for such vacancies shall make a request in writing to the personnel office not later than three (3) days after posting. Every effort will be made to fill vacancies from within the bargaining unit.

8.4 Seniority for Members of the same class shall be governed by class standing at graduation.

8.5 Within each barracks, a list will be maintained by seniority by class of position. For this purpose, those with more than four (4) years of service will be considered to be the top Fifty (50%) Percent of the seniority list. Those with less than four (4) years of service will be considered to be the lower Fifty (50%) Percent of the seniority list. Squads will then consist of an equal amount of senior and junior troopers within each barracks.

8.6 Non-coms shall be relieved of responsibility only for just cause. The Department shall upon request inform a Member in writing as to the reasons for his/her being relieved of responsibility and such action by the Department shall be subject to the grievance procedure.

**ARTICLE IX
HOLIDAYS**

9.1 The following shall constitute the official holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Victory Day	Christmas Day

Any day on which a general election of State officers is held as Election Day.

Any day on which the Governor or General Assembly shall appoint as a holiday.

9.2 It is agreed that each employee shall receive an additional day's pay during the pay period in which each of these holidays fall. The additional day's pay shall not be used in the computation of overtime. In addition, time and a half shall be paid for work performed by uniform personnel on these holidays. Employee's holiday pay shall be computed by dividing the number of employee's scheduled work and/or vacation days during the pay period in which the holiday falls into his/her regular earnings for the pay period.

The practice for detectives regarding time worked shall include the same holidays as provided in Section 9.1 herein.

9.3 Holiday work shall be rotated whenever possible.

**ARTICLE X
VACATIONS**

10.1 All State Troopers covered by this Agreement shall receive a vacation with pay according to the following schedule:

- 1) At least five (5) months of service but less than one (1) year--thirteen (13) working days.

- 2) From one (1) year of service to the end of that calendar year--vacation shall be prorated based upon twenty-one (21) annual vacation days.
- 3) From January 1 of the next calendar year to ten (10) years of service--twenty-one (21) working days per year.
- 4) From ten (10) years of service to the end of that calendar year vacation shall be prorated based upon twenty-eight (28) annual vacation days.
- 5) From January 1 of the next calendar year--twenty-eight (28) working days per year.

10.2 Vacations during the first (1st) year of service shall not be taken prior to five (5) months of service.

10.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used vacation time equal to his/her vacation credits, such employee or his/her estate shall on such termination be entitled to receive full pay for each hour of vacation to his/her credit as of the date of termination.

10.4 State Troopers in the United States Military, Naval or Air Reserve, or the Rhode Island National Guard who have summer reserve duties shall not suffer any reduction in vacation as a result thereof.

10.5 Annual vacations shall be granted between January 1 and December 31 and all unused vacation days shall be paid at the end of the vacation year. Pay for each unused vacation day shall be determined by dividing the employee's gross annual regular wages by the employee's total number of scheduled days in the vacation year. However, an employee who had unused vacation at the end of a calendar year shall have the option to carry over this vacation time to the subsequent year. Any vacation time carried over to the next calendar year will have to be taken by June 30th of that year. Any vacation

time carried over and not used by June 30th will be paid to the employees at that time. Vacation time shall be counted as Garcia Time.

10.6 Time taken as sick days outside the employee's prescribed vacation periods shall not be considered as vacation days.

10.7 Except in cases of emergency, employees shall not be required to report back to work in interruption of a scheduled leave or vacation which shall include the trooper's scheduled days off immediately before and after said leave or vacation.

10.8 The vacations of Lieutenants and Patrol Commanders will not be allowed to interfere with vacations scheduled by Members of the bargaining unit except in cases of emergency. Bargaining unit Members may work on all overtime programs that are authorized by the Superintendent. It is understood that overtime details normally performed by uniformed personnel and road details shall be offered to all eligible off-duty uniformed personnel prior to being offered to detectives. In the event that it becomes necessary to order back employees for road details, those Members of the Detective Division who have signed up for road details shall be subject to such call back on the same basis as uniformed Members consistent with Division operational needs.

10.9 Members shall not be ordered back to work while on vacations except in emergencies.

10.10 Members shall submit requests for vacation dates a minimum of three (3) weeks in advance of their respective vacation periods. Vacation periods are defined as consecutive four (4) month periods for those Members with ten (10) years or less of service and as consecutive three (3) month periods for those Members with more than ten (10) years of service. Except in those instances where a Member has requested by

January 31 of each year, an extended vacation defined as at least seventy-five (75%) percent of one's annual entitlement and which shall be granted by seniority, manpower permitting, Members shall be required to schedule and take vacation during their respective vacation periods each calendar year as follows:

- a. Upon appointment, Members who have completed the Academy shall take a minimum of three (3) vacation days.
- b. Members with one (1) year to five (5) years of service shall take a minimum of nine (9) vacation days during the first four (4) month period of the calendar year, and shall take six (6) vacation days in each of the last two (2) four (4) month vacation periods.
- c. Members with six (6) years of service through ten (10) years of service shall take a minimum of fifteen (15) vacation days during the first eight (8) months of the calendar year, with at least six (6) vacation days taken during each four (4) month period.
- d. Members with more than ten (10) years of service shall take a minimum of twelve (12) vacation days during the first six (6) months of the calendar year with at least six (6) vacation days taken during each three (3) month vacation period.

Provided there is a non-commissioned officer scheduled for duty at each barracks, two (2) Members in each barracks (not to include court officers) will be permitted to schedule vacation at any time. Additional Members may be granted a vacation day(s) in each barracks at any time provided that there is adequate staffing.

10.11 Should a Member of the bargaining unit (a) become ill or incur an injury that is non job related and such illness or injury occurs at least ten (10) days prior to a previously scheduled vacation or (b) become ill or incur an injury that is job related prior to a previously scheduled vacation; and such Member remains ill or injured through all or a portion of the scheduled vacation, such Member shall be entitled to cancel and reschedule his or her vacation. The Member who is ill or injured shall provide written notification that he or she elects to cancel his or her vacation and substitute sick leave pay for the days he or she is ill or injured. A physician's verification statement shall be provided to the Lieutenant Colonel/Deputy Superintendent to cancel a vacation and receive sick leave as provided herein.

**ARTICLE XI
SICK LEAVE, BEREAVEMENT PAY & PERSONAL DAYS**

11.1 All employees covered by this Agreement will continue to receive unlimited sick leave with the approval of the Superintendent. It is understood that the Superintendent may disapprove of a sick leave request, however such disapproval shall be for reasonable cause.

11.2 (a) In the event of a death in the immediate family of an employee, said employee shall be granted leave with pay up to four (4) working days. Immediate family shall include parents, spouse, children, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, grandchild, brother, sister and any relative who is domiciled in the employee's household. One (1) day will be granted in the event of the death of any other relative not specified above unless an emergency or shortage of manpower exists. Immediate family shall include same sex and opposite sex

partners who have lived together for six (6) months and who have made a commitment to live together as a family.

(b) "Domestic Partner" is a same sex or opposite sex partner for whom the employee has filed an Affidavit of Domestic Partnership, consistent with the requirements of § 42-28-21(e) of the Rhode Island General Laws, with the Office of Human Resources.

11.3 An employee who is on sick leave due to a non-job related injury or illness longer than nine continuous months shall, upon return to active employment, be entitled on a pro rata basis to any vacation remaining for the calendar year or years during which the sick leave occurred. Said pro-rata entitlement shall be determined by the percentage of active service weeks within the calendar year(s) during which the employee was not on sick leave.

11.4 Personal Days:

Through December 31, 2015, a Member's discharge of personal days, if any, shall be governed by the terms of the 2010-2013 CBA. However, during calendar year 2015, Article XI, § 11.4(a)'s provision that "[a]n active employee who takes no sick leave during a calendar year shall earn two (2) personal days to be taken in the following calendar year" shall be inoperative, that is, there shall be no earning of personal days for discharge in calendar year 2016 even if an employee takes no sick leave during calendar year 2015. Contrarily, effective January 1, 2016, the following provision shall govern personal leave:

(a) Commencing January 1, 2016, and each January 1st thereafter, Members shall be credited with three (3) paid personal days per calendar year, which days must be discharged, if at all, during the calendar year of receipt.

(b) New Members sworn in before May 1 in a given calendar year shall be credited with three (3) days of personal leave for the calendar year. New Members sworn in on or after May 1 in a given calendar year but before September 1 in that calendar year shall be credited with two (2) days of personal leave for that calendar year. New Members sworn in on or after September 1 in a calendar year shall not receive any personal leave for that calendar year.

(c) Personal leave shall be discharged, if at all, in half-day or full-day increments.

(d) In order to discharge personal leave, a Member must have actually worked at least one (1) shift during the thirty (30) days prior to the date of the desired discharge of personal leave.

(e) A Member who wants to discharge personal leave shall provide the Department with at least seventy-two (72) hours' notice prior to the starting time of the requested personal leave. Members shall not be required to state the reason for personal leave. Prior approval for personal leave must be obtained but such approval shall not be unreasonably withheld.

(f) There shall be no carrying over, or accrual of, unused personal leave from calendar year to calendar year or contract year to contract year.

(g) Unused personal leave shall have no value upon separation from employment, whether by retirement, death, or otherwise.

**ARTICLE XII
HEALTH & WELFARE**

12.1(a) The State will offer to Members a product such as "Blue Cross Healthmate Coast to Coast" and/or "United Health Care's Choice Plus (Nationwide)" or a substantially equivalent package of benefits delivered through a PPO, as set forth herein:

Effective October 4, 2015, the applicable deductibles for health benefits shall be as follows:

In-Network Deductible	\$250 (\$500 family)
In-Network OOP Max	\$250 (\$500 family)
OON Deductible	\$500
OON OOP Max	\$3,250 (\$6,500 for family)

*The \$500 family deductible is cumulative, meaning once any combination of family Members has paid \$500 toward items covered by the deductible, the deductible has been met.

12.1(b) Employee Co-Pay. The employee drug co-pay shall be as follows:

- (1) Effective July 29, 2011, employee drug co-pay for a thirty-one (31) day supply shall be as follows:

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
\$5.00	\$20.00	\$40.00

- (2) Effective October 4, 2015, the employee drug co-pay for a thirty-one (31) day supply shall be as follows:

Tier 1	Tier 2	Tier 3
\$7.00	\$25.00	\$45.00

- (aa) There is no separate co-pay arrangement for 60 day supplies or 100 units.

- (bb) For prescription drugs received through an in-network mail order pharmacy, a three month supply shall only require two co-pays. The maximum fill will be a three month supply.
- (3) Primary Care Physician Office Visit: \$10 (includes internal medicine, family practice, pediatrics and geriatrics). Effective October 4, 2015, copay is \$15.00 for in-network visits, and 20 percent coinsurance after deductible for out-of-network visits.
- (4) Specialist Office Visit: \$20 (includes all physicians other than primary care physicians). Effective October 4, 2015, copay is \$25.00 for in-network visits, and 20 percent coinsurance after deductible for out-of-network visits.
- (5) Urgent Care/Walk-In Facilities: \$35. Effective October 4, 2015, copay is \$50.00 for in-network visits, and 20 percent coinsurance after deductible for out-of-network visits.
- (6) Emergency Room: \$100. Effective October 4, 2015, copay is \$125.00.

12.2 Health Care Coverage: (a)(1) Effective the pay date, Friday May 13, 2011 eligible employees shall contribute toward the cost of health care coverage based on a percentage of premiums for either the individual or family plan as set forth below for medical insurance, dental benefits and/or vision/optical benefits. Said co-share percentages shall apply based on the employee's annualized total rate and shall be via payroll deductions:

<u>Individual</u>	
Less than \$95,481	20%
\$95,481 and over	25%

<u>Family</u>	
Less than \$47,741	15%
\$47,741 to less than \$95,481	20%
\$95,481 and above	25%

Effective April 6, 2014, the Co-Share contribution salary level for family coverage for full-time employees of \$47,741 based on the employee's annualized total rate for eligible employees shall increase by 2% (\$48,696). This salary level will increase by an additional 2% (\$49,670) effective October 5, 2014.

(a)(2) Employees participating in the State's medical plan and who meet the wellness criteria established by the State, in consultation with the Union, shall receive a reduction in medical insurance co-share payments up to a maximum of \$500 per fiscal year. The earned reductions in medical insurance co-share payments shall be awarded to active employees in the fiscal year of or following the employee's participation in the wellness activities. The Wellness Incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the Health Assessment, obtaining a primary care physician, wellness coaching programs, preventive screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

(b) The employee waiver shall be \$1,001. If two State-employed spouses hired on or after June 29, 2014, are covered under one State family insurance plan, the co-share set forth in this Agreement shall be determined based on the income of the higher earner of the two spouses as determined by the annualized total rate of pay. Further, the spouse that does not receive insurance through the State but is covered by their State-employed spouse will not receive the waiver payment.

For clarification purposes only, employees on paid or unpaid leave are responsible for their regular co-share payment for health insurance (i.e. medical, dental and vision). Failure to make such payments may result in termination of such benefits upon thirty (30) days' notice.

The State shall, after meeting and conferring with the Union, have the right to offer any other health care plans to State employees during the term of this agreement provided participation is voluntary and such plans do not result in a higher employee co-share percentage. If the State offers such voluntary plans, those that elect to participate will be included in the pool of insured for the purpose of determining the working rate for the primary plan outlined in the Collective Bargaining Agreement. The provision shall expire at 11:59 P.M., June 30, 2017.

(c) The State will offer a medical flexible spending account plan in addition to the dependent care flexible spending account plan. Flexible spending accounts permit employees to payroll deduct a portion of their pay on a pre-tax basis for the payment of qualified medical and dependent care expenses.

(d) A Member who retires from the RISP and opts for health care coverage for himself/herself and eligible dependents shall be required to pay the premium co-share percentage applicable as of the date of retirement.

12.3 Dental Program: The State will provide a dental plan for Members and their families. The coverage shall be \$1,200 under the dental program. Dental plan crown coverage shall be 80%.

12.4 The State shall pay, subject to Section 12.2(d), for continued family or individual health care for every Member of the Rhode Island State Police who:

1. Is a Member of the collective bargaining unit at the time of his/her retirement, and;
2. Who shall have served at least twenty (20) years in the department at the time of his/her retirement or was injured and retired pursuant to 42-28-21 of the General Laws of Rhode Island, and;
3. Carried a gun on his/her person in the course of performing his/her duties as a Member of the Rhode Island State Police

a sum of money equal to the cost of the health care coverage provided for the retiree (and his/her family) immediately prior to his/her retirement.

The State's obligation shall continue until (1) the retiree or his/her spouse receives the equivalent or better health care coverage from another employer or (2) the retiree becomes eligible for Medicare or another federally subsidized health care program. If the equivalent or better health care program provided by another employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the State's obligation to pay for health care coverage as aforesaid shall resume.

12.5 The parties agree to establish a committee composed of two Members of the Union and two Members from the State. The purpose of the committee is to develop a stress program for the State Police using the stress program as used by the Department of Corrections.

12.6 The State agrees to pay all medical, surgical and hospitalization expenses not covered under the aforesaid health insurance plans when such expenses

are occasioned by or occur in any accident, injury or by any incapacitation sustained by an employee in the course of his/her employment.

12.7 Vision/Optical Plan: The State will provide a vision/optical plan for employees as part of their health care coverage.

ARTICLE XIII RETIREMENT PLAN

13.1 Each Member shall be entitled to the retirement benefits as provided in Section 42-28-22 of the General Laws of Rhode Island, 1956 as amended.

13.2 (a) For all employees hired on or after May 1, 2010, time spent at the Rhode Island State Police Training Academy will count towards eligibility for retirement benefits and said employees shall have deducted from any and all compensation earned while at the Academy an amount equal to the rate percentage specified in § 36-10-1 of the Rhode Island General Laws.

(b) With respect to all employees hired on or before April 30, 2010, the Parties hereto shall jointly petition the Retirement Board to permit election by such employees as to the applicability of academy time for pension purposes under such conditions as the Retirement Board may set.

13.3 Whole remuneration pursuant to Section 42-28-22 of the General Laws of Rhode Island, 1956 as amended, shall include overtime pay for the greatest number of overtime hours worked, up to four hundred (400) hours, during the last five (5) years of service in the bargaining unit. The hours referred to herein shall be cumulative for the five (5) year period referred to. The foregoing shall not be applicable to an employee, who at the time of retirement is receiving, at the minimum, the current twenty-five (25%) percent salary differential.

An employee transferred for any reason from the Governor's Security Detail, training academy staff or the planning and research and accreditation unit to any other unit during the last five (5) years in the bargaining unit prior to retirement shall have included as whole remuneration the twenty-five (25%) percent differential or pay for the overtime hours worked (maximum of four hundred (400) hours) as an employee during this period, whichever is greater.

Annual allowances for clothing and uniform maintenance shall be included as "whole remuneration" pursuant to Section 42-28-22 of the General Laws of Rhode Island, 1956 as amended.

ARTICLE XIV DEATH & DISABILITY BENEFIT

14.1 (a) Benefits for death or disability of a Member arising in the course of performance of a State Trooper's duties shall be provided in accordance with the provisions of section 42-28-21 of the General Laws of Rhode Island, 1956 as amended.

(b) In the event a Member submits to the Department a claim for benefits pursuant to Section 42-28-21 of the General Laws of Rhode Island, 1956 as amended, the Member may, within thirty (30) days of the issuance of a report by a Department selected physician, request that he/she and the Department mutually select a non-treating physician or other appropriate healthcare provider to review the Member's medical condition and submit a written report to both parties, containing the third party physician/provider's opinion on the said medical condition. The cost of the third-party physician/provider evaluation shall be submitted for insurance reimbursement, and any unreimbursed costs shall be borne equally by the Member and the Department. In the event that the Member and the Department are unable to agree

upon the selection of the third-party physician/provider, within thirty (30) days from the Member's request, the issue of designating a third-party physician/provider shall be submitted to the President of the Rhode Island Medical Society, who shall select a third-party physician/provider with expertise in the medical specialty in question. The third-party physician/provider report must be submitted within sixty (60) days of his/her selection. Nothing herein shall be construed to limit the Superintendent's discretion as provided by section 42-28-21 of the General Laws of Rhode Island, 1956, as amended.

14.2 Benefits for death of a Member due to any cause other than that incurred in the course of performance of his/her duties, occurring while in service of the State or after retirement, shall be provided in accordance with the provisions of section 42-28-21 of the General Laws of Rhode Island, 1956 as amended.

14.3 Any condition of impairment of health caused by hypertension or heart disease resulting in death or total or partial disability, as determined by the Police Surgeon after consultation with a physician specializing in the field of medicine involved, to a Member of the State Police who successfully passed a physical examination on entry into such service, which examination failed to reveal any evidence of such condition, shall be presumed to have been suffered in the performance of his/her duty and shall be considered job connected and will make him/her or his/her surviving dependent relatives eligible for pension of Seventy-five (75%) Percent of his/her base pay in accordance with the provisions as set forth in section 42-28-21 of the General Laws of Rhode Island, 1956 as amended, provided, however, that nothing herein shall be deemed as preventing the Police Surgeon from considering medical or other evidence that may rebut said presumption in a particular case.

14.4 The State shall provide a death benefit in the amount of seventy-five thousand (\$75,000) dollars to be payable to the surviving spouse, or other surviving dependent relative designee or if no surviving spouse or other surviving dependent relative designee, then to the surviving dependent relatives, of a Member who is killed in the line of duty. This provision shall not apply in the event that the General Assembly provides for a greater death benefit.

ARTICLE XV GROUP LIFE INSURANCE

15.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by Section 36-12-6 of the General Laws of Rhode Island, 1956 as amended.

15.2 The following provisions of the insurance program are set forth herein:

- (a) Each new employee will be automatically covered unless such employee designates in writing that he desires not to be insured.
- (b) Each covered employee will be provided with an amount of group life insurance equal to the amount of his/her annual compensation taken to the next higher multiple of One Thousand (\$1,000.00) Dollars plus an equal amount of group accidental death insurance with dismemberment coverage.
- (c) Each such amount of insurance will be reduced by Two (2%) Percent thereof at the end of each calendar Month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches Twenty-Five (25%) Percent of the coverage in force immediately prior to the employee's sixty-fifth (65th) birthday.

- (d) The cost to the employee of such insurance shall not exceed the rate of twenty-five (\$0.25) Cents biweekly for each One Thousand (\$1,000.00) Dollars of his/her group life insurance.
- (e) Upon an employee's termination from state service, the policy may be converted to an individual policy of life insurance at standard rates.

ARTICLE XVI MILITARY LEAVE

16.1 Every employee covered by this Agreement who has left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has been employed for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a Member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

16.2 For the first sixty (60) calendar days of such absence, every such employee shall be paid by the State the same amount as he would have received had he not been absent from his/her position.

16.3 During that part of the period of leave described above for which the employee shall receive his/her salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

16.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

16.5 At the conclusion of such military leave of absence, the employee shall be returned to his/her position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

16.6 Nothing in this Article shall be deemed or construed to violate any rights that a State Trooper may have under the Uniformed Service Employment and Reemployment Act of 1994 (38 U.S.C. § 4301, *et seq.*), as amended, and/or the Rhode Island Employment Rights of Members of the Armed Forces Act (Title 30, Chapter 11 of the Rhode Island General Laws, as amended.)

ARTICLE XVII
MILITARY TRAINING LEAVE

17.1 Employees covered by this Agreement who by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year, which shall include up to five individual days for required week-end training. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

17.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

17.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

17.4 Nothing in this Article shall be deemed or construed to violate any rights that a State Trooper may have under the Uniformed Service Employment and Reemployment Act of 1994 (38 U.S.C. § 4301, *et seq.*), as amended, and/or the Rhode Island Employment Rights of Members of the Armed Forces Act (Title 30, Chapter 11 of the Rhode Island General Laws, as amended).

**ARTICLE XVIII
LEAVE WITHOUT PAY**

18.1 It is required that, upon written application, a non-probationary employee may be granted a leave without pay, not to exceed four (4) months, subject to renewal, for any purpose deemed proper by the appointing authority. Leaves without pay granted pursuant to this section will not exceed one year, provided however the Superintendent may grant requests for additional leave under this section. The decision of the Superintendent to grant or deny leave without pay beyond one year shall be final and not subject to the grievance and arbitration process set forth in this Agreement.

18.2 At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave at the same step of the then current range for his/her class of position.

18.3 Seniority shall be retained and accumulated during all leaves without pay.

**ARTICLE XIX
IN-SERVICE TRAINING**

19.1 Whenever training courses or other schooling are available and offered to employees, the employees chosen by the Superintendent to attend such course or schooling shall be selected on the basis of aptitude and interest in said courses or schooling to insure the greatest potential benefit to the Department and the State. A written notice of all available training courses or schooling shall be communicated by email in order to give each employee the opportunity to sign up for attendance and be given consideration as a candidate for said training courses or schooling.

19.2 In the event an appropriate course of instruction is offered within the State of Rhode Island, any employee who attends such instruction on his/her own time shall be reimbursed for any tuition and any reasonable expenses attendant thereto. Advance

approval by the Superintendent shall be necessary for reimbursement of tuition and reasonable expenses incurred by an employee who attends an appropriate course of instruction on his/her own time outside the State of Rhode Island.

19.3 Members entitled to Incentive Pay and/or Tuition Reimbursement payments shall receive these funds prior to October 1st or within forty (40) days after a valid claim has been filed. In case of non-compliance, an arbitrator may award interest if deemed appropriate.

ARTICLE XX ASSOCIATION COMMITTEE

20.1 Designated Association Members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with State officials. Such time shall be with the approval of the Superintendent, and such approval shall not be unreasonably withheld.

Four (4) Association officers, President, Vice President, Secretary and Treasurer, shall be permitted time off with pay during their duty hours to attend one (1) monthly Association meeting. The Superintendent or the Executive Officer may determine that an emergency or shortage of manpower reasonably prevents any of these officers from being excused from duty to attend an Association meeting.

20.2 No Association steward or committee member or representative shall be discriminated against as a result of the performance of legitimate Association business.

20.3 The Association shall furnish the State and the Department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.

20.4 Association representatives will be permitted to visit Association officers and committee members on State premises for the purpose of discussing Association business.

20.5 A time period during orientation will be made available to the Association to describe and explain its functions.

20.6 The President of the Association, upon request, will be assigned, while in office, to permanent days.

ARTICLE XXI BULLETIN BOARDS

21.1 The State agrees to provide reasonable bulletin board space in all barracks for exclusive use by the Association where notices may be posted.

21.2 Notice of Association meetings may be given by e-mail.

ARTICLE XXII FUNERAL BENEFITS

22.1 The State agrees to pay for all funeral and burial expenses of an employee killed in the course of performance of his/her duties even though said employee may not actually be on his/her regular tour of duty.

ARTICLE XXIII GRIEVANCE PROCEDURE

23.1 (a) For the purpose of this Agreement, the term "grievance" means any difference or dispute between the State and the Association or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

(b) It is agreed that the Superintendent may dismiss or otherwise discipline an employee for just cause during the term of his/her enlistment. Just cause

shall include the principle that all discipline be uniformly imposed and appropriate to the offense committed. However it is understood that nothing herein shall in any way be construed to modify, amend or repeal in any manner whatsoever the provisions of Section 42-28-10 of the General Laws of Rhode Island, 1956 as amended.

23.2 There shall be a grievance procedure as follows:

- (a) A grievance shall be presented by the aggrieved employee and/or by the Association to the employee's immediate supervisor or appropriate authority within fourteen working days of the employee's/Association's knowledge of the occurrence of such event.
- (b) The immediate supervising officer or appropriate authority shall attempt to settle the problem within five working days.
- (c) If the grievance is not resolved according to section (b) above, it shall be reduced in writing within a ten calendar day period of step (b) and a meeting between the aggrieved, the Association's representative and the Major of Administrative Services shall occur within three working days of receipt of the written grievance. If the grievance is denied, the Major of Administrative Services shall render a written explanation to the Association and the employee within three working days of the aforesaid meeting.
- (d) If the grievance is still not resolved according to section (c) above, the Association and/or employee may, within five (5) working days of the response, request a meeting with the Superintendent or his/her

designee. A meeting shall be scheduled to occur within five (5) working days of the receipt of said request. If the grievance is denied, the Department shall issue a written explanation to the Association and employee within three (3) working days after the aforesaid meeting.

- (e) In the event the grievance is not settled in a manner satisfactory to the Association, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary. Members of the Association committee, stewards, the aggrieved employee, and employee witnesses who are State employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Association's representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his/her grievance through (c) above without Association representation. If such grievance is processed without Association representation, the facts and all written employer responses of said grievance will be furnished to the Association.
- (f) It is also agreed that in all cases of dismissal or grievances of the Association, the aggrieved and/or the Association may go

immediately to section (d) of the grievance procedure and such action of filing a grievance or requesting a meeting shall occur within the days prescribed in (a).

- (g) In the event that an employee is dismissed, demoted or suspended under this section and such employee appeals such action and his/her appeal is sustained, he shall be restored to his/her former position and compensated at his/her regular rate for any time lost during the period of such dismissal, demotion or suspension.
- (h) Written reasons for denying grievances shall be provided under sections (c) and (d) above.
- (i) Working days for the purposes of this Article shall be defined as a day on which the affected State Trooper is scheduled to perform a regular tour of duty. Working days for purposes of an Association grievance shall be defined as Monday through Friday.

ARTICLE XXIV ARBITRATION

24.1 (a) If a grievance is not settled under Article XXIII, such grievance shall, at the request of the Association or the State, be referred, at the option of the filing party, to either the American Arbitration Association, the Labor Relations Connection, or other entity mutually agreed to by the parties, in accordance with their rules.

(b) During the term of this agreement, the parties agree that the panel of arbitrators provided by the American Arbitration Association (AAA), the Labor Relations Connection (LRC), or other entity mutually agreed to by the parties from

which an arbitrator can be selected shall be limited to those arbitrators who are available to commence a hearing within ninety (90) days of being selected.

24.2 The decision of the arbitrator shall be final and binding upon the parties. The expenses of such arbitration shall be borne equally by the parties.

24.3 Only grievances arising out of the provisions of this contract relating to the application, interpretation or violations thereof may be submitted to arbitration.

24.4 All matters concerning changes in wage schedules, monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not apply to any obligation arising under this Agreement.

24.5 All submissions to arbitration must be made within thirty (30) calendar days after the grievance procedure decision.

ARTICLE XXV EDUCATION INCENTIVE

25.1 A Member having a Bachelor's degree which is job related, shall receive \$750 per fiscal year. In addition, the State will pay an additional sum of \$450 per fiscal year to an employee who possesses either a Master's degree or a Juris Doctor provided, however, that any Master's degree acquired must be job related for entitlement as provided herein. Members having an Associate's degree shall receive educational incentive benefits in accordance with the General Laws of Rhode Island, 1956 as amended.

ARTICLE XXVI SAVINGS CLAUSE

26.1 Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any Federal or State law, such provision of this Agreement shall be

null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

26.2 Except as otherwise expressly provided herein, and subject to the provisions of § 28-9-27 of the Rhode Island General Laws, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this Agreement.

ARTICLE XXVII ALTERATION OF AGREEMENT

27.1 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

27.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXVIII AMENDMENT OF EXISTING RULES & REGULATIONS

28.1 The State hereby adopts the provisions of this agreement as modifications to and revisions and amendments of any existing rules and regulations of the Department which are inconsistent with or in any way contrary to the provisions of this agreement.

ARTICLE XXIX MISCELLANEOUS PROVISIONS

29.1 Promotions affecting Members of the bargaining unit shall be made within thirty (30) days of a vacancy occurring.

29.2 Detectives shall not be assigned duties of uniformed troopers unless all uniformed troopers have first been provided the opportunity to perform said work.

29.3(a) Detectives shall be relieved of detective duty only for just cause subject to the grievance procedures.

29.3(b) In the event of the transfer of a detective or detectives from one squad or assignment to another, upon written request of the Association made to the Department within fifteen (15) calendar days after the Department's notice to the detective(s) of the transfer, the Department shall provide to the Association the reason for such transfer(s), such explanation to be provided in writing within five (5) calendar days after the Association's request.

29.4 The two (2) trooper late patrol system shall be applicable.

29.5 A Member shall not be required to report back for work to fulfill a one (1) day work schedule between scheduled leaves for vacations.

29.6 The State shall make known to each appointee the existence of the contractual relationship provided by this agreement.

29.7 The State shall make available to each employee a copy of the written job description applicable to the position occupied by the employee.

29.8 The State agrees to provide a "pdf" copy of this agreement to the Association for distribution to Members.

29.9 Every Member shall be allowed reasonable opportunity to review the contents of his/her personnel file upon request, provided, however, that nothing herein shall be interpreted contrary to § 28-6.4-1 of the Rhode Island General Laws.

29.10 Employees will be given a copy of any evaluation or recommendation report which has been prepared by their superiors and will have the right to discuss such reports with their superiors.

29.11 No material which is derogatory to an employee with regard to his/her conduct, service, character, or personality will be placed in his/her personnel file unless he/she had an opportunity to review the material.

29.12 No disciplinary suspension of an employee is to occur without an employee being entitled to a departmental proceeding. One officer of the Association may be present at all disciplinary departmental proceedings if so requested by the involved employee. In the event an employee is suspended, all fringe benefits shall continue for the period of suspension, not to exceed six (6) months.

29.13 Regular salary shall continue during a period of disciplinary suspension prior to a departmental hearing being conducted. The Department shall have the discretion to discontinue an employee's salary subsequent to the original scheduled hearing date if a postponement is granted at the request of the suspended employee.

29.14 In the event any benefit contained in this agreement shall be deemed null and void or unenforceable in any manner, the State agrees to provide a benefit or financial amount equal to the benefit declared null and void or unenforceable. In the event a benefit is deemed null and void or unenforceable, the State agrees to negotiate the subject with the Association. Should no agreement be reached with the Association within thirty (30) days or should a dispute under this clause arise, the matter will be submitted to arbitration as provided in Article XXIV. The State agrees not to assert as a defense in any such arbitration, the claim or position that any matter concerning a change in wages, monetary fringe benefits or any other matters requiring legislative appropriation is not a subject for arbitration, or that any award of the arbitrator requiring legislation appropriation is beyond the authority of the arbitrator.

29.15 [DELETED]

29.16 An annual physical examination is to be provided each Member.

29.17 The State shall provide legal counsel for any legal action arising out of conduct of State Troopers acting within the scope of their employment. The State shall also provide full indemnification for any liability, expenses or damages of any nature incurred by State Troopers resulting from any legal action arising out of conduct performed within the scope of employment. With respect to the provision of legal counsel in criminal matters, any legal action includes alleged criminal conduct arising out of conduct of the State Troopers acting within the scope of their employment. In the event that the State is required to provide such criminal defense counsel pursuant to the terms of this collective bargaining agreement, the State's liability for such fees will be limited to the payment of reasonable legal fees that are customary and usual for criminal defense matters in the State of Rhode Island.

29.18 The mileage allowance paid for use of a private automobile on authorized State business shall be the IRS rate which shall be revised each January 1st and July 1st.

29.19 With the exception of late night assignments, detectives shall receive a meal allowance of Two and 50/100 (\$2.50) Dollars if they work past their normal scheduled working hours.

29.20 Members required to go out of State on Department business shall be advanced expenses prior to their departure except in cases of emergency or when other circumstances preclude compliance.

29.21 With the exception of witness fees paid by the State of Rhode Island, Members shall be entitled to retain all fees received for witness services in proceedings of any nature.

29.22 The department shall provide to the Association a command structure explanation for each barrack from the highest rank downward through the rank of Corporal consisting of the number of persons of each rank assigned to such barrack and shall notify the Association as to any changes in such barrack command structure as determined by the Superintendent from time to time.

29.23 It is understood that the term "trooper" expressed in this Agreement in addition to the Letters of Understanding shall refer to all ranks in the bargaining unit unless otherwise designated.

29.24 (a) In the event that a Member's three-year term of appointment is scheduled to expire within sixty (60) days, and the Superintendent is considering denying the Member reappointment, the Superintendent shall advise the Member of same in writing.

(b) The Superintendent's communication shall not be binding, nor shall the failure to provide such notice or notice of denial of reappointment under section (d) result in automatic reappointment of the Member.

(c) The Superintendent's communication under section (a) shall be used for no purpose other than informing the Member of a possible action, and shall not be admissible in any hearing or proceeding of any kind.

(d) Reappointment or denial shall occur within thirty (30) days of the existing appointment, unless the Superintendent shall have good cause for reasonable delay.

(e) Nothing herein shall in any way limit the authority of the Superintendent as set forth in R.I.G.L. 42-28-10.

29.25 [DELETED]

29.26 Accreditation and Accreditation with Excellence Payments:

(a) Amounts previously paid to Members as an Accreditation Bonus upon the Rhode Island State Police achieving Accreditation status from the Commission on Accreditation for Law Enforcement Agencies ("CALEA"), in the amount of 3.5% of each employee's regular pay as defined in Section 5.6, shall no longer be paid as a bonus after April 30, 2016. Instead, effective May 1, 2016, in recognition of each Member's performance of his/her duties, Salaries as referenced in Article VI shall be increased by the average percentage attributed to the Accreditation Bonus paid to Members in each specified rank for the contract year ending April 30, 2016 less the amount of the Accreditation Bonus attributable to 132 hours for holiday pay. This provision shall expire as unnecessary upon implementation of the one-time increase in salary described herein.

(b) Should the Rhode Island State Police have Accreditation with Excellence status during a year period (May 1 through April 30) from CALEA, Members who were actively employed during that contract year shall be paid an Accreditation with Excellence Bonus in the amount of 3.0% of each employee's regular pay earned during the year period (May 1-April 30), less required withholdings. Regular Pay shall be

defined as set forth in Section 5.6 of the collective bargaining agreement, which shall include longevity pay and regularly scheduled overtime, but shall exclude overtime pay for work beyond an employee's regularly scheduled overtime and pay for road details

(c) Any earned Accreditation with Excellence Bonus shall be made no later than the paycheck for the pay period in which July 28th falls.

(d) It is understood that a revision by CALEA of the "Accreditation with Excellence" accreditation level provided in Section 29.26(b) may occur in the future. If such a revision occurs, "Accreditation with Excellence" in Section 29.26(b) shall be replaced by the name of the new accreditation level, provided that it is similar to the "Accreditation with Excellence" level.

(e) The Rhode Island State Police shall endeavor each year consistent with past practice to take necessary steps to earn Accreditation and Accreditation with Excellence from CALEA.

29.27 All cruisers operated by the Members must meet the safety and emission requirements for police vehicles set forth in the Rhode Island General Laws.

29.28 An electronic device stipend in the amount of Five Hundred (\$500) Dollars shall be paid to troopers in the first pay period of January 2016 for the contract year running from May 1, 2015, through April 30, 2016. However, no electronic device stipend shall be paid for the other contract years. Moreover, although personal cell phones are already being used in state police business and while General Order – 55A(III)(B)(2)(a) provides that "[i]n the event that cell phones are used for communication all duties and responsibilities for field personnel will remain the same," the [interest arbitration] panel [that rendered the award for the 2013-2016 contract]

notes that additional rules and regulations may need to be adopted to further govern the use of personal cell phones for state police business.

**ARTICLE XXX
FRINGE BENEFIT**

30.1 [DELETED]

30.2 Members shall receive any additional health, welfare, insurance benefits extended by collective bargaining, legislation, administrative determination or other means to any other group of state employees during the term of this agreement.

**ARTICLE XXXI
NON-DISCRIMINATION**

31.1 The State and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex, age, sexual orientation, gender identity or expression, or country of ancestral origin or any other basis protected by law or regulation.

31.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

31.3 The Association shall not discriminate against any employee in the administration of this agreement because of non-membership in the Association.

31.4 The State agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his/her right to bargain collectively through the Association, or on account of his/her membership in, or activities on behalf of, the Association.

**ARTICLE XXXII
OUTSIDE EMPLOYMENT**

32.1 Any uniformed employee within the bargaining unit desirous of engaging in outside employment shall provide notification and receive permission of the Superintendent or his/her designee. The employee shall indicate the nature of employment, location, anticipated hours of work and the means by which he may be contacted while employed elsewhere. It is understood that the needs of the Department shall be the primary consideration; therefore, employees shall have the obligation to be available and physically fit for full performance of their law enforcement duties. Should it be determined that authorized outside employment is interfering with the employee's job performance, the Superintendent shall have the authority to restrict said outside employment in a manner reasonably deemed necessary. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the Department.

**ARTICLE XXXIII
TERMINATION OF AGREEMENT**

33.1 This agreement shall be effective as of the 1st day of May, 2016, and shall remain in full force and effect until the 31st day of October, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

33.2 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

33.3 In witness whereof, the parties hereto have set their hands this

13th day of April, 2017.

RHODE ISLAND STATE TROOPERS
ASSOCIATION

BY 

Louis J. Fiorenzano

BY 

Ernest Adams
Vice President

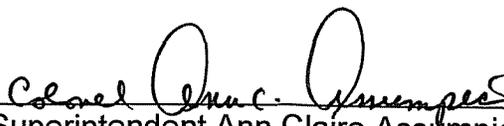
STATE OF RHODE ISLAND

BY 

Gina Raimondo, Governor President

BY 

Michael DiBiase
Director of Department of Administration

BY 

Superintendent Ann Claire Assumpico
Superintendent of Rhode Island
State Police

MEMORANDUM OF UNDERSTANDING

The undersigned, parties to a collective bargaining agreement ("Agreement"), hereby mutually agree that the fifteen (15) days military training leave with pay set forth in Article XVII, section 1 of the Agreement shall be applicable to an employee's military training obligation occurring on any weekend time provided the employee has, prior to the weekend training in question: (a) made a reasonable effort to change said training to a different time during the same calendar month when he is not scheduled to work and which fully satisfies the same military training obligation; or (b) has made a reasonable, but unsuccessful, effort to arrange a "mutual swap" with another employee; and (c) submitted evidence of his weekend training obligation to his commanding officer.

Agreed this 10th day of December, 1993.

For the Rhode Island
Department of State Police

Rhode Island State Troopers
Association

LETTER OF UNDERSTANDING
WORK SCHEDULE

The State of Rhode Island Department of State Police (referred to as the "Department") agrees that the present work schedule for uniformed troopers known as the three (3) days on and three (3) days off schedule (referred to as the "3 and 3 schedule") shall be continued with the following exception as provided herein for training time.

The sole exception to a trooper being assigned a "3 and 3 schedule" shall be when a trooper is scheduled for training between Monday and Friday. In this event, wherever reasonable, a trooper assigned to weekday training shall not be required to work the preceding or subsequent weekend to the training. However, except for emergency situations, the trooper shall not be required to work more than one Saturday and one Sunday from the preceding and subsequent weekend.

At the expiration of the "1993 Agreement," should the "Department" be desirous of changing the "3 and 3 schedule," it shall within 30 days prior to the expiration date of the "1993 Agreement," notify the Union in writing of its desire to change the "3 and 3 schedule." Should the foregoing notice be provided, the parties agree to immediately enter into good faith negotiations to resolve the uniformed troopers' work schedule issue. If the parties are thereafter unable to resolve the work schedule issue, either party may submit the issue for resolution by arbitration pursuant to the provision set forth in the Rhode Island State Police Arbitration Act, chapter 28-9.5 (referred to as the "Act").

Should the work schedule issue be so arbitrated at the expiration of the "1993 agreement," in addition to the factors set forth in the "Act," the arbitrators may consider

the factor of the Department's deployment and operations then existing without regard to the past practice of the "3 and 3 schedule."

The parties further agree that any rights provided to the "Department" to unilaterally change the "3 and 3 schedule" to any other schedule as set forth in a Memorandum of Agreement, dated April 26, 1982, are to be deemed null and void for all purposes.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE
TROOPERS ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

**LETTER OF UNDERSTANDING
PROBATIONARY PERIOD**

It is understood and agreed that for the first twelve (12) months of a member's initial appointment to the Department which commences upon the member's taking of the sworn oath, he or she shall be a probationary employee and shall not be considered to be a member of the permanent State Police force until completion of that period. During this probationary period the appointee shall possess all the powers of the position to which he or she is appointed and shall, with the following exception, be covered by all provisions of the parties' collective bargaining agreement. In the event of termination of employment of a member during this probationary period as determined by a Department Disciplinary Hearing Board and the Superintendent, Article XXIV of the agreement shall not be applicable.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE

TROOPERS ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING
RE-ENLISTMENT

The parties agree that in the event a member of the bargaining unit is denied reenlistment with the Department, he or she, upon request of the affected member or the Association, shall be entitled to a just cause hearing of said denial. A hearing board shall have sole authority to determine the issue of just cause and shall consist of three members of the Department, one selected by the Department, one selected by the Association from the bargaining unit and the third selected by the initial two (2) members. The third member selected shall be from the bargaining unit and shall be of higher rank than the aggrieved employee except that, if the member to whom reenlistment has been denied is a Sergeant, the third member shall be of equal rank. Should the two (2) selected members be unable to agree upon a third member within ten (10) days of their selection, the Department and Association shall jointly make application to the Rhode Island Superior Court and the presiding justice shall appoint the third member who shall meet the qualifications set forth in the preceding sentence.

The hearing shall be conducted in accordance with the provisions as set forth in Chapter 28.6 of the Rhode Island General Laws, Sections 42-28.6-5, 6-6, 6-7, 6-8, 6-9, and 6-10. The hearing board shall be empowered to sustain, modify in whole or in part, or reverse the denial of reenlistment. Said decision shall be by majority and shall be in writing and be accompanied by findings of fact. Said decision shall be delivered promptly to the affected member of the Association. It is understood that Article XXIV Arbitration, of the parties' collective bargaining contract shall not be applicable to the decision rendered by the hearing board.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE
TROOPERS ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

When the Superintendent has reason to believe that a trooper was involved in a preventable motor vehicle accident the matter may be submitted to an accident review board for a determination. The board, if it finds that the trooper could have reasonably prevented said accident, may remove the use of a patrol car from the trooper for the purpose of travelling to and from home for a maximum period of sixty (60) calendar days. Such removal shall not be subject to grievance or arbitration. The accident review board shall be composed of three members of the Division, two of whom shall be selected by the Superintendent and one selected by the Association, provided however, that such member shall hold the rank of corporal or sergeant with a minimum of eleven (11) years of service within the Division.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE
TROOPERS ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

Members of the Commercial Enforcement Unit:

The basic work week for a member of the Commercial Enforcement Unit (CEU) shall be a seven (7) day period commencing at 12:01 AM on Monday and shall consist of five (5) consecutive days on and two (2) consecutive days off.

Members shall be scheduled to work forty nine and one-half (49 ½) hours during the basic work week. Members shall be paid overtime at a time and one-half rate for all scheduled hours over forty two (42). Members may work beyond their scheduled daily hours at a rate of time and one-half.

It is understood that the conditions in the paragraph above will only be met if federal funding for the Commercial Enforcement Unit permits. Calculations for CEU funding shall be made each year to include a forty-two (42) hour work week and forty nine and one-half (49 ½) hour work week. If the forty nine and one-half (49 ½) hour work week calculation requires the State to provide additional staffing or State funding to meet the conditions of the above paragraph, then the members will return to a forty-two (42) hour scheduled work week. Funding for the forty nine and one-half (49 ½) hour work week may be acquired by a combination of grants and other funds not included in the basic MCSAP formula.

Should this program have an adverse impact on the Division at any time, the Administration has the right to revoke the program with thirty (30) days' notice.

STATE OF RHODE ISLAND

RHODE ISLAND TROOPERS' ASSOCIATION

Signature

Signature

Date

Date

MEMORANDUM OF AGREEMENT

between

The State of Rhode Island, Division of State Police

and

The Rhode Island Troopers Association

This MEMORANDUM OF AGREEMENT is entered into this 6th day of August, 2012, by and between the State of Rhode Island Division of State Police and the Rhode Island Troopers Association.

The understanding parties to a Collective Bargaining Agreement executed on June 29, 2011 mutually agree to the following addition:

A Non-Commissioned Officer shall hold the position of "Canine Coordinator."

The Canine Coordinator's responsibilities shall be the oversight of the Division Canine Unit on a full-time basis.

The Canine Coordinator shall be selected on a voluntary basis according to seniority amongst past and present canine unit members and shall remain in the assignment for a minimum of 12 (twelve) months unless promoted, requests a transfer that is approved by the Department or is removed for cause.

The Canine Coordinator shall remain in that position subsequent to the twelve month period, unless he/she is promoted, requests a transfer or is removed for cause.

If no Canine Unite member volunteers for the assignment of Canine Coordinator, the position shall be filled according to seniority by rank within the Unit.

The foregoing canine program shall initially be considered on a pilot basis for a period of one (1) year. Should the Department wish to discontinue or modify the program, it shall notify the Association in writing within thirty (30) days of the end of the foregoing one (1) year period. In such event, the parties agree to meet and evaluate whether the agreement shall be continued or modified.

IN WITNESS WHEREOF, the State of Rhode Island Division of State Police and the Rhode Island Troopers Association have each caused this Memorandum of Agreement to be duly executed by its authorized officer as of the day and year first above written.

For the State of Rhode Island
Division of State Police

For the Rhode Island
Troopers Association

MEMORANDUM OF AGREEMENT

between

The State of Rhode Island, Division of State Police

and

The Rhode Island Troopers Association

This MEMORANDUM OF AGREEMENT is entered into this 4th day of April, 2013, by and between the State of Rhode Island Division of State Police and the Rhode Island Troopers Association.

The understanding parties to a Collective Bargaining Agreement executed on June 29, 2011 mutually agree to the following addition:

There shall be created a unit titled "Planning, Research and Accreditation" within the Division of State Police.

Members assigned to the "Planning, Research and Accreditation Unit" shall receive the sum of twenty-five (25%) in lieu of overtime.

The basic work week for members of the "Planning, Research and Accreditation Unit" shall consist of five consecutive days on and two consecutive days off. However, nothing shall preclude the Division from requiring a member to work at any time.

IN WITNESS WHEREOF, the State of Rhode Island Division of State Police and the Rhode Island TROOPERS Association have each caused this Memorandum of Agreement to be duly executed by its authorized officer as of the day and year first above written.

For the State of Rhode Island
Division of State Police

For the Rhode Island
Troopers Association

PAY SCHEDULES

Schedule 00--Unclassified Annual Salaries-RI State Police (effective May 1, 2016)

Classification/Rank	Grade		0-5 mos	6+	18+	30+	42+	48+	72+
Corporal (State Police)	0069 A		78103					81151	84651
Sergeant (State Police)	0070 A		86509					89881	93381
Trooper (State Police)	0080 A		59948	62530	65104	67690	70346	73090	
Senior Trooper	0081 A								76590
Detective Trooper	0082 A		65448	68030	70604	73190	75846	78590	
Detective Corporal	0083 A		83603					86651	
Detective Sergeant	0084 A		92009					95381	

Schedule 00--Unclassified Annual Salaries-RI State Police (effective July 1, 2017)

Classification/Rank	Grade		0-5 mos	6+	18+	30+	42+	48+	72+
Corporal (State Police)	0069 A		79079					82165	85665
Sergeant (State Police)	0070 A		87590					91005	94505
Trooper (State Police)	0080 A		60697	63312	65918	68536	71225	74004	
Senior Trooper	0081 A								77504
Detective Trooper	0082 A		66197	68812	71418	74036	76725	79504	
Detective Corporal	0083 A		84579					87665	
Detective Sergeant	0084 A		93090					96505	