

**TENTATIVE AGREEMENT
BETWEEN
CITY OF CRANSTON
AND THE
IBPO 301**

***Contract
2026-2029***

1. TENTATIVE AGREEMENT

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act to Provide for Settlement of Disputes concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments," this Tentative Agreement is made and entered into this 2nd day of July, 2026 by and between the City of Cranston and Local 301, International Brotherhood of Police Officers.

2. INTRODUCTION

COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement ("Agreement") is entered into as of the 1st day of ~~July 2023~~ 2026, by and between the City of Cranston ("City") and the International Brotherhood of Police Officers, Local 301, "Union" or "I.B.P.O."). This agreement is entered into pursuant to the authority known as the Municipal Police Arbitration Act, as amended, chapter 9.2 of title 28 of the Rhode Island General Laws.

3. SECTION I

RECOGNITION

The City hereby recognizes and acknowledges the I.B.P.O. as the sole and exclusive bargaining representative for all full time police officers of the Cranston Police Department ("Department"), up to and including police officers holding the rank of ~~Captain~~ Major for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay, and other terms and conditions of employment.

The words, "member", "member of the bargaining unit", "employee", "officer", "patrol officer", "personnel", and/or "police officer" (or plurals thereof) when used in this Agreement shall mean all of the officers described in the preceding paragraph. ~~Effective July 1, 2000, those officers holding the positions or ranks of Chief of Police or Major will be excluded as a member(s) of the bargaining unit.~~

Effective July 1, 2026, the officer holding the position or rank of Chief of Police shall continue to be excluded as a member of the bargaining unit.

The position of Chief of Police shall be filled exclusively from within the active sworn membership of the Cranston Police Department unless extraordinary circumstances exist. No external applicant, candidate, or person not actively employed as a sworn member of the Cranston Police Department shall be eligible for the appointment to the position of Chief of Police unless extraordinary circumstances exist.

All references to persons covered by this Agreement, as well as the use of the pronouns are intended to include both sexes. When male pronouns are used, they shall be construed to include both male and female officers.

4. SECTION 4

SENIORITY

A) (1) Department Seniority shall be defined as an employee's length of continuous service in any bargaining unit position covered by this Agreement. Department seniority shall commence on the date of appointment as a police officer. If multiple officers are conditionally hired and they all attend the Rhode Island Municipal Police Academy (RIMPA) at the same time, their seniority shall be determined on how they rank in the Academy. Any officer that is hired from another Municipal Police Department and has already been certified as a Police Officer, shall have seniority rights over those officers that have/had been conditionally hired. If two (2) officers have been hired from other Municipal Police Departments at the same time, their seniority shall be determined by their civil service scores. Seniority shall be computed according to continuous service from the date of original appointment by the City. "Rank seniority" shall commence on the date an officer is sworn into a particular rank and shall be computed according to continuous service within that rank.

Notwithstanding the above definition of seniority, an employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- a. Discharge, resignation or retirement.
- b. Failure to return to work following the expiration of an approved leave of absence without prior authorization.

In addition, if an officer is suspended without pay he/she will be required to work, prior to his/her retirement and for pension purposes only, an amount of time that is equivalent to the amount of time that he/she was suspended without pay, in order to receive pension service credit in an amount equivalent to the length of said suspension without pay; provided, however, in lieu of working said additional time the officer shall have the option to tender payment, within ninety (90) days from the date of reinstatement to full duty from said suspension without pay, of a lump sum in an amount equal to the pension contributions not paid by him/her during the suspension without pay, in order to receive said pension credits. In the event the officer's suspension without pay is reversed on appeal and back-pay is ordered, the aforementioned pension contributions shall be made a part of the back-pay award and the

officer shall receive full pension credit for the time in question without the requirement to work additional time.

Police officers' seniority rights shall apply in the selection of shifts, beats or posts, days off, holidays, vacation and transfers to any divisions. Provided further, that the Chief of Police may subject the successful senior bidder to a trial or probationary period; and provided further, that transfers to any specialty unit that may be formed during the term of this Agreement shall be made to the senior employee who successfully completes the requisite trial or probationary period attached to the position and the required training in the bid. This section applies to all members and positions unless otherwise specified in the Collective Bargaining Agreement.

Any successful bidder to any other position will be subjected to the pertinent trial or probationary period described in the bid. Any successful bidder disqualified and removed from his position after a trial or probationary period may seek review of that disqualification through the grievance procedure; provided however, that an arbitrator shall have no authority to disturb the City's disqualifications and removal of an officer unless it was arbitrary or capricious.

A) Specialty Teams

Effective upon the signing and ratification of the collective bargaining agreement:

1. All members shall be limited to being on one (1) of the following Specialized Teams: Special Reaction Team, Under Water Recovery Team, and Honor Guard. All members assigned to these above-mentioned specialized teams shall remain on said teams.
 - a. Special Reaction Team - Transfers to or the filling of vacancies in the Special Reaction Team shall be solely made from an eligibility list based on qualifications, fitness and ability as determined by the City through a merit-selection process which comports with prevailing national standards for such units; provided, however, such national standards shall be acceptable by both the City and the I.B.P.O.
 - b. Underwater Recovery Team – Members shall be selected by seniority upon the successful completion of an agility test set by the URT Commander. Operation and supervision of the Harbormaster vessel shall fall under the general duties of the Underwater Recovery Team.
 - c. Honor Guard - Shall maintain a minimum of fourteen (14) members by seniority at all times. The Chief of Police or designee may select up to an additional five (5) members by a selection process not subject to seniority. The members selected by this process shall be at the discretion of the Chief of Police or designee. All members cannot be removed without "Just Cause" which shall be in writing by the Chief of Police or designee.

- i. All vacancies which were created by members originally selected through the seniority bidding process, shall be filled by members via the seniority bidding process.
 - ii. All vacancies which were created by members originally selected through the Chief of Police "Selection Process", shall be filled by members via the Chief of Police "Selection Process".
 - iii. All Honor Guard assignments shall be distributed equally amongst all Honor Guard members to include members selected by seniority and by the Chief of Police.
- d. Explorer's Program – Shall consist of a minimum of four (4) members by the seniority bidding process to include: one (1) Lieutenant, one (1) Sergeant and two (2) Officers/Detectives.

The Chief of Police may select any member of the Command Staff to oversee this program.

To increase diversity in the Explorer Program, up to two (2) annual appointments may be selected by the Chief of Police which will not be restricted by seniority. These appointments are intended to reflect departmental and program needs. An appointment does not preclude a member from being selected consecutively.

- e. Peer Support Team- Selection of members for the peer support team shall be initiated by the Chief of Police or designee by requesting nominations from all Officers. Members of the department may nominate any Officer within the department they believe would effectively serve in the capacity as a peer support team member. The Officers who are nominated by their peers will be contacted to inform them of their nomination and ascertain if they wish to be considered for a position on the team. The Chief of Police or designee shall review the list of nominees submitted then select the candidate he/she believes is most suitable regardless of seniority, to include but not limited to addressing any need for representation within a certain division or a demographic within the department. If no suitable nominations are received, the Chief of Police reserves the right not to fill the position on the team at that time and may request that additional nominations be submitted. The Chief of Police has ultimate discretion of selecting Officers for the peer support team and its operating structure; he/she can create positions at any time and remove all current and future members for "just cause". For this section only "just cause" shall be determined as any issues that could result in departmental discipline and lack of participation in team meetings/events. Also, if a member is chosen to represent a certain division on the team and later transfers, or gets promoted during the time period and no longer fits the need of the peer support structure, he/she could be removed by the Chief of Police or designee.

2. All membership to any Specialty Team shall be based on departmental seniority unless otherwise specified in this agreement.

1. FTO (Field Training Officer)

The deployment and assignment of the FTO will be under the Rules and Regulations set by the Chief of Police or their designee. The deployment of FTO's shall not be based on seniority. In order to qualify as an FTO, the officer must successfully complete the FTO School, as set forth in the School/Seminars section of this agreement

2. All job/bids shall be published **and awarded via the scheduling software utilized by the department for seventy-two (72) hours from the time the job/bid was posted. All bids shall remain transparent through the bidding process.** ~~an email sent to the officers from the Chief of Police or their designee on two (2) consecutive days. Personnel interested in a vacancy must reply via email within four (4) days after the bid was published a second time.~~ **An email shall be sent to the members from the Chief of Police or their designee outlining the specific duties and responsibilities, and closing time.** Notwithstanding the aforementioned, the Union and the City agree the time and notice provisions may be waived if agreed upon by the parties and the City may utilize a telephone bid process when necessary.
3. A senior officer may reject the award of a bid to a vacancy at his discretion without the need of any explanation. Further, in the event that an employee shall reject the position, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. Bids for vacancies may be withdrawn at any time prior to bids being awarded.
4. In the event that more than one member was appointed to the department or to a rank on the same day, then the relative seniority of said members shall be determined by their results on the departmental examination or relevant promotional process.
5. If an employee is subjected to a trial period, a monthly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, Chief of Police and Director of Personnel.
6. Within thirty (30) days after the execution of this Agreement, the City shall furnish the Union and the Department with a copy of the proposed seniority list and the Union and/or the Department will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof. After the order of seniority has been approved by the Union and the Department, a permanent and up-to-date list shall be posted and maintained on a bulletin board at police headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The City also agrees to furnish to the Union an up-to-date

seniority list, a copy of which is posted on said bulletin board.

7. The provisions of this section shall not have any retroactive effect.
8. Upon completion of one year's service, police officers who have entered the service of the Department through a federally funded program shall be placed on a permanent shift according to seniority, their seniority date being the date on which they were first employed under the federal program.
9. After awarding a bid, the transfer of personnel shall be made in twenty (20) working days when practicable.
10. Upon an officer's written request and approval of the officer in charge, ("OIC"), the officer's work schedule may be altered within his regularly assigned shift, unit and division.
11. Recruitment

The Chief of Police or designee shall have the right to select officers not based on seniority for sub sections a and b listed directly below.

- a) Recruitment Testing and Selection Process: a time period agreed upon by the City and Union, which the City attempts to recruit police applicants and conducts various phases of the testing and selection process for the purpose of generating a certified eligibility hiring list. An officer may be chosen to represent the department at any event which is part of the testing/selection process, to include but not limited to attending recruitment events, participating in open house/orientations, assisting with the facilitation of the agility testing and serving on an oral board panel.
- b) Candidate Oral Board: A panel of officers that will conduct interviews of candidates prior to their consideration of employment as a Cranston Police Officer. The Chief of Police or designee shall have the discretion to choose which rank and/or division that comprise the panel. Half of the panel chosen to serve shall be selected by seniority within their rank or division. The remaining half of the ranking and/or non-ranking officers may be chosen at the discretion of the Chief of Police or designee.

5. SECTION 4.5

VACANCIES, PATROL AND OFFICERS' RANKS

A) Vacancies in patrol and officer's ranks shall be filled within twenty-five (25) days after the vacancy occurs, provided an eligibility list is in effect. A vacancy shall be deemed to have occurred on the day following an employee's removal from the payroll. The City shall ensure there is an active hiring list in place or be actively engaged in the testing process, not to exceed six (6) months.

~~B) — Notwithstanding the language of subsection, A), the City shall have the unilateral right to maintain up to ten (10) vacancies through December 31, 2023. All promotions shall be made in accordance with the CBA.~~

~~C) — Notwithstanding the language of subsections, A) and B), the City shall have the unilateral right to maintain up to four (4) January 1, 2024 through June 30, 2026. Thereafter, vacancies shall be filled in accordance with the provisions of subsection A) above, meaning beginning June 30, 2026 all vacancies in patrol and officer's ranks shall be filled unless mutually agreed upon by both parties. All promotions shall be made in accordance with the CBA.~~

~~D) — Notwithstanding the language of subsection, A), B) and C) the Union and City upon mutual agreement may maintain up to one (1) additional vacancy through June 30, 2026. Thereafter, vacancies shall be filled in accordance with the provisions of subsection A) above, meaning beginning June 30, 2026 all vacancies in patrol and officer's ranks shall be filled unless mutually agreed upon by both parties. All promotions shall be made in accordance with the CBA.~~

B) Notwithstanding the language of subsection, A), the City shall have the unilateral right to maintain up to nine (9) vacancies through June 30, 2029. All promotions shall be made in accordance with the CBA.

C) Notwithstanding the language of subsection, A), and B) the Union and City upon mutual agreement may maintain up to one (1) additional vacancy through June 30, 2029. Thereafter, vacancies shall be filled in accordance with the provisions of subsection A) above, meaning beginning June 30, 2029 all vacancies in patrol and officer's ranks shall be filled unless mutually agreed upon by both parties. All promotions shall be made in accordance with the CBA

6. SECTION 5.5

TEMPORARY POSITIONS, BIDS AND TRANSFERS

A) No position shall remain temporary for a period longer than one hundred eighty (180) calendar days, with the exception of a position put up for bid due to an extended illness or injury on duty or the temporary transfer of personnel to an outside law enforcement agency.

B) The City recognizes that the collective bargaining agreement must be adhered to unless the Union agrees on a case by case basis that an officer may be transferred temporarily for a period not to exceed four (4) weeks to a division so he/she may work on information that he/she has developed. It is the intention of the parties that the agreement set forth in this Subsection (B) is for the transfer of officers for the purpose of working with informants or to investigate their information for that four (4) week time period in an attempt to successfully develop a criminal case leading to an arrest. The Union recognizes that on certain occasions the transferred officer will need an additional time period to complete

his/her investigation. On these occasions the City will ask the Union for permission for the extension and the Union shall have the exclusive right to allow or deny the extension request.

The City also recognizes that this type of temporary transfer is for information that an officer develops and it is not to be used to circumvent the bidding or seniority clauses agreed upon in the collective bargaining agreement.

The Union may at any time and without cause remove itself from the agreement set forth in this Subsection (B) and upon that happening, the City will follow all the provisions of the collective bargaining agreement regarding the transferring of personnel; provided however in the event the Union removes itself from the agreement set forth in this Subsection (B) any officer then currently on an assignment pursuant to said agreement shall be permitted to complete the four (4) week period or any extended period that the Union may have agreed upon.

C) Transfers to all temporary positions shall be governed by seniority, except where there is an over-riding reason to utilize special skills or abilities.

D) **INSTRUCTORS** - An officer may be temporarily transferred for the purpose of instructing at a Cranston Police Department or Rhode Island Municipal Police Academy training. The officer must have completed an instructor course for the subject or content he/she is instructing.

Officers that are transferred and are serving in an instructor capacity will be considered on "Special Assignment" if it is a day that they are scheduled to work. Officers conducting the training will receive a stipend of two (2) hours of Compensatory Time if the training is four (4) hours and four (4) hours of Compensatory Time if the training is eight (8) hours. If the training lasts longer than eight (8) hours instructors will receive 1.5 hours of Compensatory Time or (1) hour Overtime for each additional hour. When Officers acting in the capacity of an instructor are completing the training on a regularly scheduled day off they will receive 1.5 hours of Compensatory Time per each hour worked with a minimum 4 hour callback.

Officers may serve as instructors at the Citizens Police Academy and/or Explorer Program at the request of the Chief of Police or his designee. Officers that are transferred to serve as instructors for the Citizens Police Academy and/or Explorer Program, will be compensated via comp-time at the same rates listed above.

E) Class Training Officer (CTO)

- a. **All members who are awarded a bid to the Rhode Island Municipal Police Academy shall not receive consecutive appointments unless no other bids are received.**

7. SECTION 6

PROMOTIONS

All promotions within the Police Department shall be made in accordance with the procedure established by the City Charter of the City of Cranston adopted November 6, 1962.

A.) Rank Requirements

The following time requirements shall be met to be eligible for promotions for each of the following ranks:

Police Officer must have five (5) complete years of service from date of swearing in with the Cranston Police Department at the deadline of the application process to be eligible to apply for the Sergeants promotional examination.

Promotion from Police Officer to Sergeant, at least five years' time in grade.

Promotion from Sergeant to Lieutenant, at least one-year time in grade.

Promotion from Lieutenant to Captain, at least one-year time in grade.

~~Promotion from Captain to Major, at least three-year's time in grade.~~

~~Promotion from Captain or Major to Chief of Police, at least three-year's time in grade.~~

Promotion to Major or Chief of Police shall be specified below:-

~~A member shall not be eligible to participate in the promotional process unless that respective member shall have served in the rank one below that for which the test is being administered. For example, a member must be a Patrol Officer to take the Sergeant's examination, a member must be a Sergeant to take the Lieutenant's examination, a member must be a Lieutenant to take the Captain's examination, and a member must be a Captain to be eligible for Major or Chief. A member acting in rank who is not actually promoted to that rank, shall not be considered having served in the next lowest rank for the purposes of this section. Furthermore, a member must have been promoted to the next lowest rank on or before the date of the deadline of the application process by the City, to be eligible to participate in that promotional process. A member shall not be promoted without passing the respective test for rank as stated herein.~~

A member shall not be eligible to participate in the promotional process unless that respective member shall have served in the rank one below that for which the test is being administered up to and including the rank of Captain. For example, a member must be a Patrol Officer to take the Sergeant's examination,

a member must be a Sergeant to take the Lieutenant's examination, and a member must be a Lieutenant to take the Captain's examination.

A member acting in rank who is not actually promoted to that rank, shall not be considered having served in the next lowest rank for the purposes of this section. Furthermore, a member must have been promoted to the next lowest rank on or before the date of the deadline of the application process by the City, to be eligible to participate in that promotional process up to the rank of Captain. A member shall not be promoted without passing the respective test for rank as stated herein.

For promotion to the rank of Major, a member shall hold the rank of Captain to be eligible for the promotional process. If no eligible Captain applies for the vacancy, the process shall extend to all permanent members holding the rank of Lieutenant.

For promotion to the rank of Chief of Police, a member shall hold the rank of Major or Captain to be eligible for the promotional process. Under the extraordinary circumstance where no eligible Major or Captain applies for the vacancy, the process shall extend to all permanent members holding the rank of Lieutenant.

B.) Promotional Process

~~The written examination shall be administered by the Director of Personnel or designee of the City of Cranston. The promotional process shall consist of two phases which include a written examination and an oral board interview. The written examination shall account for sixty-five percent (65%) of the total grade. The oral board interview shall account for ten percent (10%) of the total grade. Candidate evaluations shall account for five percent (5%) of the total grade. The remainder of the process shall account in the following manner: seniority shall count for twenty percent (20%) of the candidates score split between department seniority and rank seniority which is defined in the sub-sections below. A passing grade of seventy percent (70%) on the written examination must be attained for the candidate to proceed with the promotional process.~~

The written examination shall be administered by the Director of Personnel or designee of the City of Cranston. The promotional process shall consist of two phases which include a written examination and a Professional Profile. The written examination shall account for sixty-five percent (65%) of the total grade. The Professional Profile shall account for fifteen percent (15%) of the total grade. The remainder of the process shall account in the following manner: seniority shall count for twenty percent (20%) of the candidates score. Seniority shall be factored into the promotional process and shall be specified for each respective rank. A passing grade of seventy percent (70%) on the written examination must be attained for the candidate to proceed with the promotional process.

1. Written Examination

~~All employees shall be given at least sixty (60) calendar days' notice that a new promotional exam is to be administered. A posting in the police station and a departmental email will be sufficient notice for all employees.~~

The city shall provide notice of the promotional examination date on the first working business day in January. This promotional process shall commence January 2028 and be conducted every two (2) years thereafter. All written examinations shall be administered on the first working business day in the month of April. In the unlikely event a promotional list has been exhausted with over a year remaining until the next process begins, the city shall administer a supplemental promotional process. This supplemental process shall create a promotional list to be in effect until the next contractually obligated process is certified.

Written examination shall be obtained from any recognized police testing service and shall be delivered to the Personnel Department and stored in the vault in that department. The package shall remain sealed until it is opened in front of all examination candidates and the examination shall be administered immediately thereafter.

The written examination shall be comprised of three (3) sections: departmental policies, and procedures, Rhode Island General Laws Titles 11, 12, 21, and 31, and one (1) management level book chosen by the city. In addition, the examination shall not consist of any questions regarding sentencing guidelines. The testing company shall ensure the written examination clearly states which source materials were utilized for the grouping of questions. No scaling of marks shall be allowed. **All questions shall be multiple choice, have only one (1) correct answer, and shall not be a "best answer format."**

Upon completion of the written examination, the Director of Personnel or designee shall retrieve the completed answer sheet and commence grading using a scantron machine in the presence of the candidate. A member of the IBPO Local 301 Executive Board may be present to oversee the process. The scores given will only be a preliminary score and still will need to be reviewed by the testing company. The examination shall be photocopied immediately upon completion of the final examination. The originals shall either be placed in a sealed envelope and sent "overnight and certified" mail through the United States Postal Service, emailed, or hand delivered the same or next business day. The photocopied versions shall be placed in a sealed envelope and stored in the Personnel Department Vault. The testing company shall upon receipt of the original examination be given five (5) business days to complete the review and provide an official score. The testing company shall either return the official results via "overnight and certified" mail through the United States Postal Service, emailed, or hand delivered the same or next business day. The Director of Personnel or designee shall provide each candidate their individual score and keep all scores confidential until the completion of the oral board interviews. The IBPO Local 301 shall have the right to exclude any testing company for future considerations in the event of any contractual violations.

a. Written Examination Challenge Period

- i. Immediately upon return of the official written examination scoring to the Personnel Department, notification shall be made by the Director of Personnel or designee through departmental email to all candidates. The notification shall clearly state the start and end date of the challenge period which shall commence at the start of the next business day and last for seven (7) consecutive business days.
- ii. All candidates shall be allowed to review their written examination prior to advancing to the oral board. The city shall provide the candidate the ability to challenge any question they deem incorrect by the company administering the examination. A form shall be provided by the Director of Personnel or designee to the candidate that must be completed for each contested question. The testing company must provide the section and page of the source material where the correct answer is located.
- iii. Upon completion of the challenge period, the contested questions shall either be placed in a sealed envelope and sent “overnight and certified” mail through the United States Postal Service, emailed, or hand delivered the same or next business day to the testing company for review. The testing company shall have five (5) business days to complete the review. All objections shall be put into three (3) categories which are listed below:

Category 1: The test question is determined to be a valid question and the answer was corrected properly. In this case the testing company makes no change from their initial scoring process.

Category 2: The test question is determined to be a valid question, but the answer was clearly marked incorrect by the testing company on their official scoring answer sheet. In this case, the testing company will reflect the score change on all candidate’s test scores affected. The testing company will indicate “human error” as the reason and give written notification of the correct answer.

Category 3: The question is determined to be an invalid question. The question shall be deemed an invalid question for either not being on the source material or the question has no correct or multiple correct answers. In this case, the testing company will eliminate the question from the scoring process for all written examinations. If a test question is eliminated because of any reasons listed in category three the overall score of the test shall be based off one less question and the change in scores shall be reflected in all candidates scores. For example, if one question is eliminated, that question is eliminated for all the candidates and the written examination shall be based off a total score of ninety-nine (99) instead of one-hundred (100) and so forth.

The testing company shall either return the official result of the review via “overnight and certified mail” through the United States Postal Service, emailed, or hand delivered the same or next business day. Immediately upon receiving the results, official notification shall be made by the Director of Personnel or designee through departmental email.

2. Professional Profile

Upon successful completion of the written examination, all candidates shall submit a resume. The resume is to be submitted in person or electronically on a date set by the Chief of Police or designee.

The Professional Profile shall consist of fifteen (15) points and separated into two (2) parts. The two (2) parts shall consist of the following:

- a. The Chief of Police or designee shall conduct a verification process which shall consist of the applicants submitting a resume and personnel file. The applicant may be subject to an interview at the discretion of the Chief of Police or designee. Completion of this process shall result in the candidate being awarded five (5) points.
- b. The Chief of Police or designee may award up to an additional ten (10) points based upon the review of the candidate's profile and institutional knowledge of the employee. These points are awarded or not awarded at the sole discretion of the Chief of Police or designee.

The Chief of Police or designee shall provide the official Professional Profile scores to the Director of Personnel or designee within three (3) business days from the completion of the review. Upon completion of the review, all passing scores for the written examination and all Professional Profile scores shall be posted on two (2) separate forms per each rank with no identifying information. The forms shall be posted at the Cranston Police Headquarters in a location agreed upon by the administration and IBPO Local 301 Executive Board.

3. Oral Board Interview

~~Upon successful completion of the written examination, all eligible candidates shall participate in an oral board consisting of a three (3) member panel. The panel shall consist of the Chief of Police and two (2) Command Staff members of his/her choice. The oral examination board, all participating candidates for promotion, and the oral examination process, in its entirety, for positions covered by this agreement, shall be digitally audio recorded. A separate and distinct tape, disk, audio file or flash drive shall be used for each candidate. No person other than members of the panel and the promotional candidate shall be present in the interview room while the interview is being conducted. All oral board interviews for each specific rank shall be conducted during the same business day unless doing so is not feasible due to an overwhelming number of candidates. The audio files shall be kept by the Chief of Police. The audio files may be destroyed upon the expiration of the official certified promotional list unless outstanding grievances exist.~~

~~Attendance and participation shall be mandatory. Candidates must fully participate in the interview process for placement on the official certified promotional eligibility list. The~~

~~interview process shall include the following criteria which will result in the candidate being awarded the first forty percent (40%) of the oral interview score:~~

~~a. Attendance~~

- ~~i. Each candidate is to arrive at the designated location on the date and time set by the Chief of Police or designee.~~

~~b. Attire~~

- ~~i. Proper attire includes Class A dress uniform, Uniform of the day and/or suit and tie.~~

~~c. Documentation~~

- ~~i. All candidates shall prepare and provide a departmental biography with the assistance of Inspectional Service Division Captain or a designee set by the Chief of Police. The biography is to be submitted prior to the interview on a date set by the Chief of Police and agreed upon by the Union.~~
- ~~ii. As part of the candidate's departmental biography, the swearing in date and any promotional dates shall be listed and verified by the candidate and the Chief of Police or designee.~~

~~d. Participation~~

- ~~i. All candidates must take part in the interview process.~~

~~The remaining sixty percent (60%) of the oral interview score shall be determined by the oral board panel based upon the performance of the candidate. The Chief of Police or designee shall provide the official oral board scores to the Director of Personnel or designee within three (3) business days from the completion of the interviews. Upon completion of the oral boards, all passing scores for the written examination and all oral board scores shall be posted on two (2) separate forms per each rank with no identifying information. The forms shall be posted at the Cranston Police Headquarters in a location agreed upon by the administration and IBPO Local 301 Executive Board.~~

~~3. Performance Evaluations:~~

~~Evaluation System Time Table~~

- ~~a.) All evaluations shall be forwarded to the Shift / Division OIC by February 1st, for the prior year's evaluations.~~

- ~~b.) The OIC shall review/complete the evaluations and shall forward them to the Division Commander no later than February 15th.~~
- ~~c.) The Division Commander shall review the evaluations, if no additions or corrections are needed, the report shall be forwarded to the Chief of Police or designee no later than March 1st.~~
- ~~d.) After review of the evaluations by the Chief of Police or designee, the evaluations shall be returned to the member no later than April 1st.~~

Follow Up

- ~~a.) At the conclusion of the evaluation process, the shift / division OIC shall meet with each member to discuss the results of the evaluation.~~
- ~~b.) Each member shall have the opportunity to "concur" or not "concur" with the evaluation, and provide written comments as to why or why not they concur with the results received.~~

Appeal Process

- ~~a.) If the member's dissatisfaction is not resolved after discussion with the shift / division OIC, the member may appeal the evaluation to the Division Commander within seven (7) calendar days.~~
- ~~b.) In the event the Division Commander is the rating supervisor the member may appeal the evaluation results to the Chief of Police or designee.~~
- ~~c.) The appeal decision shall be forwarded to the appealing member within seven (7) calendar days. The Division Commander's, Chief of Police or designee's decision shall be final.~~

Evaluation Scoring for Promotional Examinations

- ~~a.) The scoring shall be based on a 1 through 3 rating system which shall include whole numbers only.~~
- ~~b.) All scoring consisting of a 1 (unsatisfactory) and/or 3 (exceptional) shall include a written comment from the rating supervisor.~~
- ~~c.) The evaluation consists of twelve (12) ratable categories for a minimum score of twelve (12) and a maximum score of thirty-six (36).~~
- ~~d.) For promotional purposes only the scoring scale shall be scored in the following manner:

 - ~~i. A score of 12 to 15 shall be valued at one (1) point~~
 - ~~ii. A score of 16 to 19 shall be valued at two (2) points~~
 - ~~iii. A score of 20 to 24 shall be valued at three (3) points~~
 - ~~iv. A score of 25 to 30 shall be valued at four (4) points~~
 - ~~v. A score of 31 to 36 shall be valued at five (5) points~~~~
- ~~e.) For any reason not specified above, any evaluations unable to be completed, the last completed evaluation shall be utilized.~~

4. Departmental Seniority for Promotional Scoring from Patrolman to —Sergeant:

- ~~a. Department Seniority for this section shall be defined as the candidate's length of continuous service from swearing in date to include the probationary period.~~
- ~~b. Candidates shall receive one (1) point for each completed year of service up until twenty (20) complete years of service for a maximum of twenty (20) obtainable points.~~
- ~~c. A complete year of service shall be calculated from the candidates swearing in date with the Cranston Police Department up until the deadline of the promotional application process.~~

4. Departmental Seniority for Promotional Scoring from Patrolman to Sergeant:

- a. Department Seniority for this section shall be defined as the candidate's length of continuous service from the candidates hire date.**
- b. Candidates shall receive percentage points calculated per day up to fifteen (15) complete years of service for a maximum of twenty (20) obtainable points. (see exhibit D)**

~~5. Departmental Seniority for Promotional Scoring for Lieutenant and Captain:~~

- ~~a. Department Seniority for this section shall be defined as the candidate's length of continuous service from swearing in date as a patrol officer to include the probationary period.~~
- ~~b. Candidates shall receive one (1) point for each completed year of service up until ten (10) completed years of service for a maximum of ten (10) obtainable points.~~
- ~~c. A complete year of service shall be calculated from the candidates swearing in date with the Cranston Police Department up until the deadline of the promotional application process.~~

5. Departmental Seniority for Promotional Scoring for Lieutenant and Captain:

- a. Department Seniority for this section shall be defined as the candidate's length of continuous service from the candidates hire date.**
- b. Candidates shall receive percentage points calculated per day up to fifteen (15) complete years of service for a maximum of fifteen (15) obtainable points. (see Exhibit D)**

~~6. Rank Seniority for Promotional Scoring for Lieutenant and Captain:~~

- ~~a. Rank Seniority for this section shall be defined as the candidate's length of continuous service from promotional date for each specific rank to include the probationary period.~~
- ~~b. Candidates shall receive one (1) point for each completed year of service up until ten (10) complete years of service for a maximum of ten (10) obtainable points.~~
- ~~c. A complete year of service shall be calculated from the candidates promotional swearing in date with the Cranston Police Department up until the deadline of the promotional application process.~~

6. Rank Seniority for Promotional Scoring for Lieutenant and Captain:

- a. Rank Seniority for this section shall be defined as the candidate's length of continuous service from the candidate's promotional date for each specific rank.**
- b. Candidates shall receive percentage points calculated per day up to five (5) complete years of service for a maximum of five (5) obtainable points. (see Exhibit D)**

7. Promotional appointment to the rank of Major

- a. All candidates shall be required to participate in an interview or process administered by the Chief of Police, Mayor or designee.**

8. Promotional appointment to the rank of Chief of Police

- b. All candidates shall be required to participate in an interview or process administered by the Mayor or designee.**

9. Certification of Promotional List

Once the Director of Personnel or designee receives the oral board scores from the Chief of Police, the written examination and oral board interview portion of the process is complete. Official scores for the written examination and oral board interview can no longer be changed as long as all contractual obligation have been followed as set forth in Section 6 of this agreement. The Personnel Director or designee shall have up to two (2) business days to create an unofficial list of each candidate's total score and list position. The list will be sequenced from the highest total score to lowest total score. The list will also include an itemization of the candidates written examination score, oral board score, departmental seniority score, rank seniority score to include the

swearing in and any promotional dates. The unofficial list shall then be forwarded to the Chief of Police for review and verification. In the event of any scoring discrepancies or errors, the matter shall be brought to the attention of the candidate and the Union President or designee for further review and/or correction. The Chief of Police shall then provide the Director of Personnel or designee the verified or corrected list and scores.

Upon receipt, the Director of Personnel or designee shall publish the official promotional list signifying the order in which each candidate has finished. The official promotional list will be signed by the Personnel Director, Mayor and Chief of Police rendering the official promotional list certified. The official certified promotional list shall consist of all candidates list position, final score and required signatures. A copy of the certified promotional list shall be sent by departmental email to each member on said promotional list by the Personnel Director or designee. An additional departmental email shall be sent to each individual candidate with a detailed breakdown of their total score.

When two or more candidates are promoted at the same time, rank seniority shall be determined by the official certified promotional list.

If the situation arises when two (2) or more candidates receive the identical overall score, rank seniority from Officer/Detective to Sergeant shall be determined by departmental seniority. For promotion to the ranks of Lieutenant and Captain, seniority shall be determined by the candidate's rank seniority in the event two (2) or more candidates receive identical scores.

~~The official certified promotional list will remain in effect for a period of two (2) years from the date of certification with all promotions during this period being made from this list.~~ A candidate shall not be eligible for promotion unless he/she has met the time in grade requirements for that particular rank he/she is being promoted to. In the event of a candidate not having sufficient time in grade, the next candidate on the list who has sufficient time in grade shall be eligible. The Chief of Police shall solely reserve the right to select from the top three (3) eligible candidates from the certified promotional list. In the event an eligible candidate is bypassed, the Chief of Police shall provide an explanation to the bypassed candidate.

C.) Expiration of Certified Promotional List

The City and Department shall maintain, at all times, a promotional list in effect for all promotional positions within the Department. ~~To that end, no later than four (4) months prior to the above referenced two (2) year expiration date of any promotional list the City and Department shall commence the promotional examination procedure in order to replace any expiring promotional list, and shall provide the proper sixty (60) day notice as required by Subsection (B) (1) above concerning said promotional examination process, in order to assure that a new (replacement) promotional list shall be in existence at the end of said two (2) year expiration period.~~ Thereafter, the promotional examination process shall be completed by, and a new (replacement) promotional list shall be in effect by the date that the prior list expires.

7. SECTION 9

DEPARTMENTAL OPERATIONAL STRUCTURE

Effective June 30, 2026, the department overall compliment shall consist of one-hundred and fifty-six (156) sworn officers. Of the one-hundred and fifty-six (156) sworn officers, one-hundred and fifty-three (153) shall be members of the union.

Effective July 1, 2026, the department overall compliment shall consist of one-hundred and fifty-six (156) sworn officers. Of the one-hundred and fifty-six (156) sworn officers, one-hundred and fifty-five (155) shall be members of the union.

The department shall be comprised of no less than two (2) Majors, six (6) Captains, nine (9) Lieutenants, and nineteen (19) Sergeants.

The Detectives Division shall be comprised of no less than twenty-seven (27) permanent Detective positions not to include one (1) Captain, one (1) Lieutenant, five (5) Sergeants, and any member assigned to a permanent task force. The Detectives Division shall be comprised of the Criminal Investigations Unit, the Special Victims Unit (SVU), the Special Investigations Unit (SIU), the Prosecution Unit, and the Bureau of Criminal Identification (BCI) – and any new investigative units deemed necessary by the Chief of Police. ~~The Special Investigations Unit (SIU) shall be comprised of no less than (4) permanent non task force/ non ranking members of the Cranston Police department at all times.~~ No current unit in another Cranston Police Division shall be placed under the Detectives Division.

At the time of any vacancy in the units within this division, it is the Chief of Police's discretion as to whether to fill that unit vacancy or move that member to another unit within the Division. This section is not intended to establish minimum staffing on a daily basis, which would create overtime, or to establish minimum staffing generally. The officers/supervisors assigned to these units shall be able to flex their hours with the prior approval of their immediate supervisors.

A) Temporary six (6) month Assignment Position:

- 1.) Shall be a non-ranking officer assigned to any Division or Unit within the Cranston Police Department. There shall be a maximum of one (1) temporary non ranking officer/investigator that shall be awarded in 180 calendar day assignments. The Temporary Assignment shall be clearly indicated for the position being posted. When the assignment is completed, the officer shall return to his/her permanent position. If an officer is awarded a Temporary Assignment bid, he/she shall not be eligible to bid until 180 calendar days have passed from the end of the assignment, and shall be returned to his/her permanent position regardless of caseload. The Chief of Police or designee may assign an officer that has completed his/her 180-calendar day

assignment to special assignment immediately after to complete any investigation/assignment that cannot be assigned to another officer /investigator.

- 2.) The Chief of Police or designee may hold a selection process for all Temporary Assignment positions that are covered under this section. The process may begin one (1) month prior to the previous assignment is set to be completed. The selection process is at the discretion of the Chief of Police or designee, and shall not be awarded by seniority. The Chief of Police or designee shall select any non-ranking officer that fits his/her criteria with a minimum of four (4) complete years of service as a sworn member of the Cranston Police Department at the deadline of the selection process.
- 3.) The Temporary Assignment process shall not be utilized to replace any permanent positions or long-term vacancies to include any injury or illness.

B) Temporary two (2) year Assignment Positions:

- 1.) Shall be a non-ranking officer assigned to any Division within the Cranston Police Department determined by the Chief of Police or designee. There shall be a maximum of two (2) temporary non ranking officers/investigators that shall be awarded in a two (2) year assignment. When the assignment is completed, the officer shall return to his/her permanent position. This appointment shall not exclude the officer from bidding to any permanent position. If the officer is awarded a new permanent position outside of patrol, he/she shall vacate this temporary position immediately. The Chief of Police or designee may fill these positions upon the ratification of the contract but shall fill these positions no later than 7/1/24 unless mutually agreed upon by the union.
- 2.) The Chief of Police or designee may hold a selection process for all Temporary Assignment positions that are covered under this section. The process may begin one (1) month prior to the previous assignment is set to be completed. The selection process is at the discretion of the Chief of Police or designee, and shall not be awarded by seniority. The Chief of Police or designee shall select any non-ranking officer that fits his/her criteria with a minimum of four (4) complete years of service as a sworn member of the Cranston Police Department at the deadline of the selection process.
- 3.) The Temporary Assignment process shall not be utilized to replace any permanent positions or long-term vacancies to include any injury or illness. This assignment shall not count towards the total complement of the Detective Division. The Chief of Police or designee shall have the right to remove these officers prior to the completion of the two (2) year temporary assignment for "Just Cause."

When the assignment is completed, the officer shall return to his/her permanent position. If an officer is awarded a Temporary Assignment bid, he/she shall not be eligible to bid to this assignment for two (2) consecutive processes and shall be returned to his/her permanent position regardless of caseload

8. SECTION 9.2

Canine Unit

All Canine Officers shall be non-ranking Officers assigned to the Canine Division. The Canine Division shall consist of a minimum of three (3) Canine Officers effective upon ratification of this agreement. Once the minimum required number of Canine Officers is established, the city shall not be held to the minimum staffing requirements that occur through attrition. ~~The effective date may be extended up until July 1st, 2024 if mutually agreed upon with the union.~~

Selection Process

Upon the Canine Officer Position being posted for bid, interested Officers/Detectives shall submit a letter of interest and resume to the Chief of Police or designee. A physical agility assessment chosen by the Chief of Police or designee shall be held and must be successfully completed. The Chief of Police or designee shall conduct an interview of the top ten (10) senior applicants that have successfully completed and passed all phases of the selection process. From those applicants, the Chief of Police or designee shall choose an Officer/Detective to become a member of the Canine Division. That selection shall not be based on seniority.

Commitment

All Canine Officers shall be subject to the "work-life" of the canine unless the Canine Officer accepts a promotion. All Canine Officers agree to provide a safe and suitable home residence for the canine. The Canine Officer shall be excluded from taking any temporary or permanent assignments outside the Canine Division while in possession of an active Canine. All current and future Canine Officers shall have the option to forfeit their canine or refuse a promotion, however, may remain on an active promotional list. If the Canine Officer accepts a promotion, he/she must forfeit the canine, equipment, and all benefits associated with the Canine Division prior to swearing in.

SECTION 11

OVERTIME

Effective upon the signing and ratification of this collective bargaining agreement:

A) All employees will be compensated for hours worked in excess of their normal tour of duty at the rate of time and one-half. For the first overtime hour, any time worked over

fifteen (15) minutes and up to one (1) hour will be compensated for as one (1) full overtime hour. For any overtime hour thereafter, any time worked over one-half hour will be compensated for as a full overtime hour. Members shall have the right to receive compensatory time accrued at the same rate as listed above, in lieu of overtime pay. Employees shall be able to accumulate up to 480 hours of compensatory time. It is expressly understood by the parties hereto that hours worked on special non-City details will not be counted in determining the numbers of hours worked for overtime purposes.

Deferred Leave Benefit

A sworn officer at any time in lieu of overtime or compensatory time shall have the option of receiving a deferred leave benefit. The benefit time bank shall be monitored separate and apart from compensatory time, vacation time and personal time. All sworn officers shall be eligible to participate. Contributions to the deferred leave bank shall be a sworn officer option only. At no time shall the city offer deferred leave time in lieu of overtime or compensatory time. Due to the deferred leave benefit being a sworn officer option only, that the city can't offer out as a benefit, the employee accepts the following terms:

1. All of the accumulated time in the deferred leave bank shall be used prior to sworn officer's retirement date unless otherwise specified below.
2. Any deferred leave benefit time not used by sworn officers by date of traditional retirement shall be forfeited back to the city with the only exception being a death by an active sworn officer.
3. Once a sworn officer requests to start the use of deferred leave time it will run until the account has a zero balance.
4. After the Sworn Officers request to start running deferred leave time, a retirement date shall be established once the account starts to run. The retirement date shall be based upon the date account reaches zero balance.
5. Once the request is made by sworn officer to run deferred leave time and the time starts to run, the retirement date is final and shall not be changed.
6. When the police department is at full staff the sworn officer shall be permitted to start the running of deferred leave time in January, February, March, July, August and September.
7. When police department is at full staff, a sworn officer needs approval from the City to start running deferred leave time during April, May, June, October, November and December.
8. If the police department is not at full staff the sworn officer shall be permitted to start the running of deferred leave time at any time.
9. An officer shall be allowed to earn up to 120 hours of deferred leave time. An officer may be allowed to contribute to and/or earn more than the 120 hours but any time over the 120 hours shall require the permission of the Chief of Police or designee. Officers shall be allowed to keep and maintain all deferred leave benefit time accumulated.
10. Officers shall have the option of converting compensatory time to their deferred leave benefit. A scheduled work day is equivalent to 7.5 hours of deferred leave time.
11. Officers who return unused sick time to the city shall have that sick time converted toward their deferred leave bank or upon request of the officer, with the Administration's approval, be placed in the regular compensatory time bank. Every sick day returned

over the established maximum allowed to be carried over at the end of the year shall be converted in the following manner. Every sick day returned shall be equal to 1.5 hours of deferred leave benefit.

In cases where a sworn officer is injured either in the line of duty, or off duty, the city and union agree to the following process. The officer on IOD status or light duty status shall not be eligible to contribute to the deferred leave bank until a return to full active status. If the injured officer applies for an occupational or non-occupational disability that officer shall be eligible to collect financial compensation for a maximum of 120 hours of the accumulated time of his/her deferred leave benefit when disability pension is accepted.

B) Overtime in the Patrol Division (for all Uniform Members of the Patrol Division – including supervisors which shall be rank specific) will be distributed in the following manner:

- 1.) The list shall begin with all patrol officers by seniority with the officers being assigned a number indicating his/her position on the list. The senior officer will be assigned the lowest numeric list position and the junior officer will be assigned the highest numeric list position, it will remain continuous and never reset.
- 2.) When an overtime shift is awarded the officer will move to the bottom of the list and now obtain the highest number available.
- 3.) Every overtime shift work counts as one turn and all officers will be rotated equally based on shifts taken not hours worked. Any officer who chooses to split an overtime shift will be responsible for four (4) hours and shall be assigned the highest number available.
- 4.) When a vacancy in the patrol ranks occurs, the overtime shall be filled within a maximum of 48 hours in advance of the start of said shift.
- 5.) If an officer is awarded an overtime shift, the officer may return the overtime before the start of the shift. That officer will be responsible for working said overtime shift until it is officially filled by another officer. The officer returning overtime will remain in the same numeric list position as he/she was after being awarded the overtime.
- 6.) All officers will not change list positions for a refusal of overtime or being out sick.
- 7.) All new hires upon completion of their FTO Program as well as any transfers between units will be assigned the highest number available on the list.
- 8.) All officers working patrol overtime to fill a vacancy shall be compensated at the highest overtime rate for non-ranking members or at the rank the member has attained.

- 9.) All non-ranking officers that are forced to fill a patrol vacancy shall not lose their current overtime list position.

If an officer has an assigned detail, he/she may not transfer from the assigned detail to overtime work unless the entire list in his/her category is first exhausted.

C) Officers working overtime for vacancy coverage shall not be assigned until after all the officers working their regular tour of duty have been assigned.

D) Call back of supervisors due to manpower shortages will be as follows:

If the scheduled Lieutenant is working, a Sergeant will be called back. If the scheduled Lieutenant is not working, a Lieutenant will be called back. On the two day shifts where there is no regularly scheduled Lieutenant, if there is a vacancy, a Sergeant will be called back to fill the vacancy.

1) After the regular working hours and on weekends where there are no Captains scheduled to work, a "Duty Executive" will be called for such circumstances as promulgated by the Chief of Police or his designee. The Captains may be available for this Duty at the discretion of the Chief of Police or designee.

2) The "Duty Executive" that is called back will appraise the circumstances of the callback and notify the Chief of Police first and then if necessary he will notify the Captain of the respective division who normally performs that work during the course of their workweek to appraise him of that situation. If an immediate follow-up is necessary, as determined by the Division Commander or "Duty Captain", the Captain whose duties fall under that realm of responsibility may be called back to direct and supervise that investigation.

3) The "Duty Executive" that is called back to work shall be compensated under the guidelines of Section 12, titled Callback.

4) Any changes of this section shall be negotiated between the Union, Local 301 and the City of Cranston.

9. SECTION 11

OVERTIME

Effective upon the signing and ratification of this collective bargaining agreement:

A) All employees will be compensated for hours worked in excess of their normal tour of duty at the rate of time and one-half. For the first overtime hour, any time worked over fifteen (15) minutes and up to one (1) hour will be compensated for as one (1) full overtime hour. For any overtime hour thereafter, any time worked over one-half hour will be compensated for as a full overtime hour. Members shall have the right to receive compensatory time accrued at the same rate as listed above, in lieu of overtime pay. Employees shall be able to accumulate up to 480 hours of compensatory time. It is expressly understood by the parties hereto that hours worked on special non-City details will not be

counted in determining the numbers of hours worked for overtime purposes.

Members holding the rank of Major shall be compensated by the city at the rate of one and one-half (1.5) times their regular rate in compensatory time only for all hours worked in excess of their normal tour of duty in lieu of city paid overtime. This provision shall not apply to hours worked on any special details and they shall receive special detail pay in accordance with the collective bargaining agreement.

Deferred Leave Benefit

A sworn officer at any time in lieu of overtime or compensatory time shall have the option of receiving a deferred leave benefit. The benefit time bank shall be monitored separate and apart from compensatory time, vacation time and personal time. All sworn officers shall be eligible to participate. Contributions to the deferred leave bank shall be a sworn officer option only. At no time shall the city offer deferred leave time in lieu of overtime or compensatory time. Due to the deferred leave benefit being a sworn officer option only, that the city can't offer out as a benefit, the employee accepts the following terms:

12. All of the accumulated time in the deferred leave bank shall be used prior to sworn officer's retirement date unless otherwise specified below.
13. Any deferred leave benefit time not used by sworn officers by date of traditional retirement shall be forfeited back to the city with the only exception being a death by an active sworn officer.
14. Once a sworn officer requests to start the use of deferred leave time it will run until the account has a zero balance.
15. After the Sworn Officers request to start running deferred leave time, a retirement date shall be established once the account starts to run. The retirement date shall be based upon the date account reaches zero balance.
16. Once the request is made by sworn officer to run deferred leave time and the time starts to run, the retirement date is final and shall not be changed.
17. When the police department is at full staff the sworn officer shall be permitted to start the running of deferred leave time in January, February, March, July, August and September.
18. When police department is at full staff, a sworn officer needs approval from the City to start running deferred leave time during April, May, June, October, November and December.
19. If the police department is not at full staff the sworn officer shall be permitted to start the running of deferred leave time at any time.
20. An officer shall be allowed to earn up to 120 hours of deferred leave time. An officer may be allowed to contribute to and/or earn more than the 120 hours but any time over the 120 hours shall require the permission of the Chief of Police or designee. Officers shall be allowed to keep and maintain all deferred leave benefit time accumulated.
21. Officers shall have the option of converting compensatory time to their deferred leave benefit. A scheduled work day is equivalent to 7.5 hours of deferred leave time.
22. Officers who return unused sick time to the city shall have that sick time converted toward their deferred leave bank or upon request of the officer, with the Administration's

approval, be placed in the regular compensatory time bank. Every sick day returned over the established maximum allowed to be carried over at the end of the year shall be converted in the following manner. Every sick day returned shall be equal to 1.5 hours of deferred leave benefit.

In cases where a sworn officer is injured either in the line of duty, or off duty, the city and union agree to the following process. The officer on IOD status or light duty status shall not be eligible to contribute to the deferred leave bank until a return to full active status. If the injured officer applies for an occupational or non-occupational disability that officer shall be eligible to collect financial compensation for a maximum of 120 hours of the accumulated time of his/her deferred leave benefit when disability pension is accepted.

B) Overtime in the Patrol Division (for all Uniform Members of the Patrol Division – including supervisors which shall be rank specific) will be distributed in the following manner:

- 1.) The list shall begin with all patrol officers by seniority with the officers being assigned a number indicating his/her position on the list. The senior officer will be assigned the lowest numeric list position and the junior officer will be assigned the highest numeric list position, it will remain continuous and never reset.
- 2.) When an overtime shift is awarded the officer will move to the bottom of the list and now obtain the highest number available.
- 3.) Every overtime shift work counts as one turn and all officers will be rotated equally based on shifts taken not hours worked. Any officer who chooses to split an overtime shift will responsible for four (4) hours and shall be assigned the highest number available.
- 4.) When a vacancy in the patrol ranks occurs, the overtime shall be filled within a maximum of 48 hours in advance of the start of said shift.
- 5.) If an officer is awarded an overtime shift, the officer may return the overtime before the start of the shift. That officer will be responsible for working said overtime shift until it is officially filled by another officer. The officer returning overtime will remain in the same numeric list position as he/she was after being awarded the overtime.
- 6.) All officers will not change list positions for a refusal of overtime or being out sick.
- 7.) All new hires upon completion of their FTO Program as well as any transfers between units will be assigned the highest number available on the list.
- 8.) All officers working patrol overtime to fill a vacancy shall be compensated at the highest overtime rate for non-ranking members or at the rank the member has attained.

- 9.) All non-ranking officers that are forced to fill a patrol vacancy shall not lose their current overtime list position.

If an officer has an assigned detail, he/she may not transfer from the assigned detail to overtime work unless the entire list in his/her category is first exhausted.

- C) Officers working overtime for vacancy coverage shall not be assigned until after all the officers working their regular tour of duty have been assigned.

- D) Call back of supervisors due to manpower shortages will be as follows:

If the scheduled Lieutenant is working, a Sergeant will be called back. If the scheduled Lieutenant is not working, a Lieutenant will be called back. On the two day shifts where there is no regularly scheduled Lieutenant, if there is a vacancy, a Sergeant will be called back to fill the vacancy.

- 5) After the regular working hours and on weekends where there are no Captains scheduled to work, a "Duty Executive" will be called for such circumstances as promulgated by the Chief of Police or his designee. The Captains may be available for this Duty at the discretion of the Chief of Police or designee.

- 6) The "Duty Executive" that is called back will appraise the circumstances of the callback and notify the Chief of Police first and then if necessary he will notify the Captain of the respective division who normally performs that work during the course of their workweek to appraise him of that situation. If an immediate follow-up is necessary, as determined by the Division Commander or "Duty Captain", the Captain whose duties fall under that realm of responsibility may be called back to direct and supervise that investigation.

- 7) The "Duty Executive" that is called back to work shall be compensated under the guidelines of Section 12, titled Callback.

- 8) Any changes of this section shall be negotiated between the Union, Local 301 and the City of Cranston.

10. SECTION 13

SPECIAL DETAILS

- A. For the purposes of payroll, all details shall be considered Overtime and categorized as such, as permitted by Federal Law. Any employee who is assigned to a private or special detail shall be compensated at the rate set by the Union, which shall not exceed the rate of time and one-half the highest police officer's rate of pay, unless specified below, and shall receive a minimum of four (4) hours pay. Any detail worked more than ~~five (5) hours~~ **four (4) hours** and less than eight (8) hours shall be paid for the full eight (8) hours. When an individual officer has worked more than eight (8) hours on a single detail, any additional hours worked on that detail shall be paid at time and

one-half of the daily specific detail rate. Any time worked by the detail officer shall be compensated at a full hour's rate. If any portion of that hour falls under a special detail rate, the higher detail rate shall apply. This applies to the pay scales of City or private contractors (this doesn't apply to those details which are split and individually worked less than eight (8) hours). The Union shall give the City thirty (30) days' notice of any increase of the detail rate. If a supervisor is in charge of a special detail, he/she shall receive five (\$5) dollars per hour above the detail rate specified above. An Officer in Charge will be assigned to all details when at least three other officers are working that same detail. The number of officers required to work prior to an OIC being appointed does not apply with regards to road construction details, which has been the practice in the past. The Chief of Police may at times with just cause assign an OIC temporarily to a particular detail regardless of the number of officers assigned. If the Chief of Police exercises his authority, an OIC will be assigned to that particular detail. However, this assignment will not exceed one hundred and twenty (120) days. This assignment may, however, be terminated earlier than one hundred and twenty (120) days, and at that point the detail will be assigned normally by the detail officer.

The following shall not be subject to the minimum eight (8) hour payment requirement for Special Details: St. Mary's Feast Society, Annunciation Greek Orthodox Church, School Security Details, Parades (city sponsored), Technic, Langs, Rhodes on the Pawtuxet and VIN Inspection Detail, or any other special detail that is mutually agreed upon by the City and the Union.

1. "Just cause" regarding this section means the following: When the vendor assigned a detail has been in violation of the State liquor laws or other serious violations of City ordinance, or when there have been numerous violations of State law which has been documented by official police reports or arrests.
2. The Chief of Police may not arbitrarily or capriciously invoke his authority in regards to this section. The Union reserves the right to grieve any specific incident which it feels violate the spirit of this Agreement.
3. An arbitrator chosen to hear a grievance filed alleging a violation of this section shall have authority to order preemptory assignment of details as a remedy and to remove as assigning officer, or any person who the arbitrator finds is willfully making inequitable distribution of special details. No details shall be distributed to any employee during the period such employee is on sick leave or injury-on-duty leave and until he/she has returned to duty; provided, however, that an employee on, other than the day shift, who has notified headquarters that he/she is returning to active duty on the evening shift, may be eligible for the distribution of a detail on the day he/she is returning to duty. Any officer assigned to light duty shall not be eligible for details, with the exception of Dispatch details, during the period of light duty.
4. Whenever an officer of the Department who has been assigned to private or special detail is injured in the course of such detail, he/she shall be compensated by City for all medical and hospital expenses, etc., and also the regular rate of pay

- is to be continued during the period of incapacity as provided by R.I.G.L. § 45-19-1.
5. The Executive Board of the Union shall review manpower assigned to special details and make recommendations which shall be considered by the Chief.
 6. The City of Cranston shall issue separate bi-weekly checks for all City-paid and or private details which shall be categorized as Overtime, as permitted by Federal Law.
 7. All road construction details within the City of Cranston requiring the stopping or rerouting of traffic and requiring the use of traffic control personnel will be filled by police officers from the active detail list or callback list at the discretion of the Chief of Police.
 8. Any vendor/company performing work on any roadway within the City of Cranston and not requesting a traffic safety detail shall notify the Cranston Police Department for a safety assessment. If it is determined that a detail is necessary, the vendor/company shall order one. Failure to comply with safety measures, may result in future work stoppages.
 9. An officer must complete the Field Training Process and be cleared by the Chief of Police or designee to be eligible for special details.
 10. When an officer has an infraction in reference to a detail, which he/she will ultimately be suspended for, the Police Administration will suspend such officer within thirty (30) days from being notified of the said infraction.
 11. The Union agrees that the City may charge an administrative fee to those organizations, companies, contractors, and other vendors who shall request, order, and/or use any police details. The administrative fee shall be a payment made to the City by the aforementioned organizations, companies, contractors, and other vendors in order to pay for the administrative costs associated with detail work, and said fee shall not be paid as additional compensation for police officers working said details. Said administrative fee shall be paid by the aforementioned organizations, companies, contractors, and other vendors in addition to the payment of the detail rate set forth in this Agreement. ~~The administrative fee shall not exceed \$5.00 per hour for each detail hour worked and/or paid as a detail.~~
 12. The administrative fee rate shall be set forth by the Union. The administrative fee shall not be set below \$5.00 per hour or exceed \$8.00 per hour for each detail hour worked and/or paid as a detail.
 13. The police detail vehicle fee rate shall be set forth by the Union. The police detail vehicle fee shall not be set below \$20.00 per hour or exceed \$25.00 per hour for each detail hour worked and/or paid as a detail.
 14. All funds generated by the utilization of police vehicles from private details shall be placed in a restricted account solely for the purpose of purchasing replacement police vehicles.
 15. All members may have the option to pay into Social Security for any detail hours worked at the City's approval.

The Union shall not file a grievance or in any way challenge the creation of the above-described administrative fee for the purpose set forth in this subsection provided however, the Union shall have the right to grieve or otherwise challenge any violation of this subsection (10).

B. Distribution:

Details shall be tracked on a computerized system, with text message and email notifications sent to the officers. Details shall be entered and offered through the computerized detail system unless otherwise specified below. All details can be bid on by union members and active sworn officers of the Cranston Police Department. An approved list of authorized Cranston Police Retirees can bid on traffic safety details. The computerized detail system shall award the detail to all active sworn officers of the Cranston Police Department first. If the detail still remains without award, the detail will then be awarded to an authorized Cranston Police Retiree.

All details will be offered and distributed on a rotating list basis. The tiers for the detail system are as follows:

Tier 1: All Sworn Officers of the Cranston Police Department

Tier 2: Individuals who are eligible as part of the Special Officer's Program

Tier 3: ~~Outside Agencies~~ **Traffic Safety Officers (TSO)**

Tier 4: Outside Agencies

- 1.) On the Detail list, all officers will be on a single rotating list for all details and assigned a number indicating list position, with the most senior officer assigned the lowest number/list position and the most junior officer assigned the highest number/list position. When an officer is awarded a detail, he/she will be assigned the highest number/list position available. The detail list will be continuous and never reset.
- 2.) All details will count as a turn worked and the officer will go to the highest list position regardless of the hours worked.
- 3.) All Details that are ordered in advance before 1345 hours on the day before the detail is performed will be filled at 1400 hours the day before the detail. ~~All details ordered after 1345 hours but before 1745 hours on the day before the detail will be filled at 1800 hours.~~ **All details ordered after 1345 hours shall be posted for one (1) hour. Any details that went unfilled, shall be reposted on the appropriate list/tier for one (1) hour.**
- 4.) Any **emergency/ASAP** detail ordered after 1745 hours on the day before a detail or any detail ordered the day of the detail **on the day work is performed shall** will be sent through the detail list with a 15-minute bidding period. **Any details that went unfilled, shall be reposted on the appropriate list/tier for a fifteen (15) minute bidding period.**
- 5.) ~~Any detail ordered in advance and performed on Saturday, Sunday, and Monday will be filled on the Friday before at 1400 hours.~~
- 6.) All officers must be notified via email of any details that need to be filled in advance due to special circumstances prior to 48 hours of the detail start time. If a detail does need to be filled in advance that detail will close after the closing time of the routinely filled daily details.

- 7.) ~~There shall be a separate list for details that effect public safety kept by the Chief of Police or his/her designee. Said list shall be tracked by seniority and turns. This procedure will take place only on events that there is a public safety risk and must be agreed upon by the union.~~
- 8.) Any Sworn Officer of the Cranston Police Department shall have the right to take from and/or replace any individual who is not an active member of the Cranston Police Department any detail up to one (1) hour prior to the start of the detail or four (4) hours (or after the four hours) have passed from the start of the detail. If a sworn officer chooses to exercise this right the detail office or OIC (who will in turn notify the detail office) must be notified prior to taking the detail. The member taking the detail will then be charged for the detail and moved to the last position on the rotating list.
- 9.) If any detail awarded is cancelled by the vendor within ~~two (2)~~ **four (4)** hours of the scheduled start time of the detail **the officer** shall be paid four (4) hours and shall remain in his/her current list position. **No administration fees or vehicle fees shall be charged to the vendor.**
- 10.) If any detail awarded is cancelled by the vendor prior to ~~two (2)~~ **four (4)** hours of the scheduled start time of the detail, the officer shall be reverted back to his/her previous list position prior to being awarded the detail.
- 11.) If any member returns an awarded detail, they shall maintain their current list position. In the event the detail goes unfilled, the returning member shall be responsible for working the detail.
- 12.) If any member calls out sick for an awarded detail, the member shall not be responsible for said detail but shall be reverted to the highest list position available. Any member who calls out sick on two (2) separate occasions in any three (3) month period shall be subject to a thirty-day (30) suspension from the detail list.
- 13.) Special Details shall not count as first responder hours for the purposes of staffing.**

C) Detail List

- a. There shall be four (4) detail lists. Any and all details shall be charged on one of these four (4) lists specified below:**
- i. Primary Detail List**
 - 1. All details shall be put on the Primary Detail List with the exception of those details that fall on a holiday. All details shall be placed on the Primary Detail List first.**
 - 2. Only Active Officers shall be eligible on the Primary Detail List.**
 - ii. Secondary Detail List**
 - 1. All details that are unfilled through the Primary Detail List will automatically be placed on the Secondary Detail list.**
 - 2. All details listed on the Secondary Detail List shall go out again to members and all that are eligible in accordance to the respective Tier.**
 - iii. Holiday Detail List**
 - 1. Any and all details that fall on a Holiday as described in Sub-Section D (2), and Sub-Section D (3) shall be placed on the**

Holiday List.

2. **Any and all details that are placed on the Holiday List and go unfilled, shall be reposted and remain on the Holiday list.**
3. **Only Active Officers shall be eligible on the Holiday List. If a detail on the Holiday list goes unfilled, the detail will be reposted to all that are eligible to work details.**

iv. Traffic Enforcement List

1. **All traffic enforcement details, to include RIPTIDE and CARE assignments shall be placed on one rotating list.**
- b. **There shall be no exceptions for any awarded detail from being charged on the specific charging list.**

The Union and the City agree to keep the above rules in place for all details, however in the event changes need to be made, they must be agreed upon by both the City and the Union and solidified in a written agreement.

Any employee who knowingly performs a detail not recorded and any employee who willfully assigns a detail without recording it shall be subject to departmental discipline.

Any agreements made to have individuals other than sworn officers of the Cranston Police Department must have a written agreement with the IBPO 301 to be eligible to work any private detail.

D) Special Rates (shall apply on the day for the recognized holiday)

1. Any details performed from Friday at 1800 hrs. to Monday at 0600 hrs. will be paid the Weekend Detail rate of ~~\$40.00~~ **\$12.50** per hour additional to the detail rate. Any hours work beyond eight (8) hours shall be paid at time and one-half of the weekend detail rate. (Example: Detail Rate + ~~\$40.00~~ **\$12.50** x 1.5 = Weekend Overtime Detail Rate)
2. The following Holidays shall be at the rate of time and one half the detail rate: Martin Luther King, Presidents Day, Police Memorial Day, **Juneteenth**, Columbus Day, ~~Veterans Day~~, and Victory Day shall be paid with four (4) hour minimums.
3. The following holidays shall be paid at the rate of double time and one-half of the detail rate: New Year's Day, New Year's Eve (after 1200hrs), Memorial Day, ~~Juneteenth~~, Independence Day, Labor Day, **Veterans Day (except the City of Cranston Veteran's Day parade which shall remain at the 1.5 detail rate)**, Thanksgiving Day, Christmas Eve (after 1200hrs), Christmas Day, and Easter Sunday shall be paid with a four (4) hour minimum.

E) Special Officers Program:

The City and Union agree to establish a program to allow non-union members who retired ~~after March 1, 2010~~ who are covered under this Agreement to work non-departmental overtime. This program shall be entitled as the "Special Officers Program". In order to be qualified as a Special Officer, the individual must complete a minimum of four (4) hours of mandatory non-paid in-service training per fiscal year. All permanent members of the Department shall have

priority on all detail assignments over Special Officers participating in the program and Section B. Distribution, shall apply.

The City shall have the authority to create a Traffic Safety Officer (TSO) program which shall comply with the rules and regulations set forth in this section. The TSO program shall have rights to work road construction details after it has been afforded to all permanent members of the Department as well as retirees. The Chief of Police shall reserve the right to move a retiree from their current tier to the TSO tier.

All Special Officers/**TSOs** shall wear the proper uniform of the day as determined by the Chief of Police while conducting details and will be prohibited from carrying firearms while on any special detail duty. Special Officers/**TSOs** will purchase the proper uniform at their own expense. Special Officers/**TSOs** will not be entitled to file a grievance, nor will they have the right to benefits under R.I. Gen. Laws §45-19-1. If a Special Officer/**TSOs** is injured while working a detail, he or she may have the right to collect workers compensation benefits under the City's insurance coverage.

Special Officers/**TSOs** will be paid the "Special Officers Hourly Rate", to be calculated as the detail rate plus the administrative fee minus twenty percent (20%) of the billing rate. The detail rate is the same rate as active officers receive for special details minus twenty percent (20%). The Administrative Fee is the difference of the billing rate minus twenty percent (20%). The twenty percent (20%) as described in the above formula will be maintained in a separate fund by the City to cover any costs incurred by Special Officers/**TSOs** that are associated with Workers Compensation, Unemployment Benefits, or any other associated or related costs.

All Special Officers **and TSO's** shall not be permitted to utilize marked police vehicles at any time unless approved by the Chief of Police or designee. The city shall be responsible for providing a "traffic safety vehicle" or "emergency lighting" when the detail requires a vehicle.

Non-compliance with this agreement shall be considered "just cause" for program termination by the Union.

The City and Union shall have the right to terminate the Special Officers Program **and Traffic Safety Officers** Program with "just cause".

11. SECTION 15

PAID HOLIDAY PROCEDURE:

A) Effective July 1, 2023, the following holidays shall be paid holidays for all members of the Department:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Christmas Day
Independence Day
Juneteenth

New Year's Eve (Dec31)
Veterans' Day
Thanksgiving Day
Memorial Day
Police Memorial Day (May 15)
Labor Day

Victory Day

Columbus Day

B) Effective June 30, 2029, the following holidays shall be paid holidays for all members of the Department:

New Year's DayMartin Luther King, Jr. DayPresidents' DayEasterPolice Memorial DayMemorial DayJuneteenthIndependence DayVictory DayLabor DayColumbus DayVeterans' DayThanksgiving DayChristmas DayNew Year's Eve

Effective July 1, 2006, holiday pay shall be thirty-two and a half percent (32.5%) of the employee's weekly salary combined with the employee's longevity payment and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday or not.

Effective July 1, 2021, holiday pay shall be thirty-five percent (35%) of the employee's weekly salary combined with the employee's longevity payment and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday or not.

C) Any City paid details shall be paid at the same rate as privately paid details as listed in Section 13 of this contract. Any future holidays that may be granted will automatically be added to this section.

D) Holiday pay shall be included in employee's annual salaries for pension purposes beginning July 1, 1983. The foregoing shall not apply to those employees retiring prior to July 1, 1983.

E) Notwithstanding anything to the contrary contained in this Holiday Section, effective July 1, 2002 through June 30, 2003 each bargaining unit member will defer 9 holidays* until retirement; and upon retirement shall receive payment for those holidays at the member's current (July 1, 2002) rank and the actual rate of pay of that rank at the time of the member's retirement.

F) Notwithstanding anything to the contrary contained in this Holiday Section, effective July 1, 2003 through June 30, 2004 each bargaining unit member will defer 8

holidays* until retirement; and upon retirement shall receive payment for those holidays at the member's current (July 1, 2003) rank and the actual rate of pay of that rank at the time of the member's retirement.

*In lieu of opting to receive deferred retirement pay for the deferred holidays, members shall be permitted to make a one-time election at the beginning of each applicable contract year to allow him/her to take (again, instead of the paid deferral) non-FLSA compensatory time at a rate of 1-1/4, with limitations on when the time can be used (i.e. cannot create/cause overtime).

G) Effective July 1, 2004 the holiday provisions of sub-sections A) through C) of this Section shall be re-instated in full.

~~G.) Members will continue to be allowed to be paid a maximum of 480 hours compensatory time upon retirement. Members shall have the option to receive sixteen (16) hours of compensatory time per holiday in lieu of holiday pay for up to thirteen (13) days at their request. Said request shall be made via email to the Chief of Police or their designee by February 15th for the following fiscal year (July to June).~~

10. SECTION 15.1

EQUIPMENT AND CLOTHING

As described more fully below, the City agrees to supply all clothing, work attire and equipment (including an adequate supply of flashlights and handcuffs as needed) for members of the bargaining unit for the performance of their duties as members of the Cranston Police Department; and the City agrees to pay each member of the department an allowance for the purchase of other clothing and equipment and/or for the maintenance of any clothing and equipment.

A) Vouchers for the Purchase of Clothing, Work Attire, and Equipment.

Commencing in the fall of 2002, in the spring and again in the fall of each contract year the City shall make available to any member of the bargaining unit who so requests a clothing and equipment purchase voucher in a predetermined amount equivalent to, but no more than, the cost associated with the purchase of two (2) uniform shirts and two (2) pairs of uniform pants, as determined by the prices for said clothing as of that contract year. Members who request and receive said purchase voucher shall be permitted to purchase and be reimbursed by the City for (in an amount not to exceed the voucher value) uniform shirts, uniform pants, and any other clothing and/or equipment required by or related to his/her police duties. Members may not receive payment from the City for items purchased with the voucher if said voucher is not used within thirty (30) days of the member's receipt of the voucher.

The City shall also, in addition to the above, provide an adequate supply of flashlight batteries and handcuffs as needed.

In addition to the above, for all uniformed members of the bargaining unit the City shall purchase lightweight jackets every three years after original issue or sooner upon a showing of the need for replacement. For non-uniformed members of the bargaining unit the City shall replace said lightweight jackets after original issue upon a showing of need for replacement.

On July 1 of each year, the Chief of Police or his designee shall offer to the seven most senior bargaining unit members a voucher in a predetermined amount equivalent to, but no more than the cost associated with the purchase of a Formal Dress uniform to include shoes. This shall not apply to those members who have previously received said vouchers. A member shall have until September 1 of that year to request said voucher. If seven members do not request vouchers, they are forfeited for that year.

All new hires shall forfeit one regular uniform for a dress uniform and appropriate shoes.

Employees must return any dress uniform purchased by the City of Cranston for which they no longer have a need.

B) Clothing and Equipment Maintenance Allowances.

~~The City shall pay a clothing and equipment maintenance allowance in the amount of one thousand three hundred dollars (\$1,300.00) payable in quarterly payments, to all members of the bargaining unit for the purchase, cleaning, maintenance and upkeep of clothing and equipment.~~

Effective July 1, 2024, the **The** City shall pay a clothing and equipment maintenance allowance in the amount of one thousand four hundred dollars (\$1,400.00) payable in quarterly payments, to all members of the bargaining unit for the purchase, cleaning, maintenance and upkeep of clothing and equipment.

In lieu of payment, all members shall receive sixteen (16) hours of compensatory time for the Clothing and Equipment Maintenance for the 2nd and 4th Quarters of FY27.

Members will continue to be allowed to be paid a maximum of 480 hours compensatory time upon retirement. Members shall have the option to purchase sixteen (16) hours of compensatory time per Clothing and Equipment Maintenance for each of the quarterly allowances. Said request shall be made via email to the Chief of Police or designee prior to two weeks before the applicable pay period.

No clothing and equipment maintenance allowance shall be paid when a member has been absent from duty for more than one-half of his/her work days during the quarter for which payment is due, but said amount shall be paid to the Police Pension Fund.

The Union and the City agree that any member of the bargaining unit who is absent from work as a result of an injury or illness sustained in the line of duty shall not suffer forfeiture of any clothing, equipment and cleaning allowances and shall receive the full amounts due said officer pursuant to this Section 15.1.

~~The City shall pay an additional clothing and equipment maintenance allowance in the amount of four hundred and ten dollars (\$410.00), payable in the month of July, to all non-uniformed personnel for the purchase, cleaning, maintenance and upkeep of clothing and equipment. Thus, the total clothing and maintenance allowance paid to said non-uniformed personnel shall be one thousand seven hundred and ten (\$1,710.00) dollars per year (\$1,300 paid quarterly and \$410.00 paid in the month of July.)~~

Effective July 1, 2024, the **The** City shall pay an additional clothing and equipment maintenance allowance in the amount of six hundred dollars (\$600.00), payable in the month of July, to all non-uniformed personnel for the purchase, cleaning, maintenance and upkeep of clothing and equipment. Thus, the total clothing and maintenance allowance paid to said non-uniformed personnel shall be two thousand dollars (\$2,000.00) per year, fourteen hundred dollars (\$1,400.00) paid quarterly, and six hundred dollars (\$600.00) paid in the month of July.

All members who qualify for the additional non-uniformed allowance shall receive a reduced allowance of four hundred dollars (\$400) and seven and one half (7.5) hours of compensatory time for the Clothing and Equipment Maintenance FY27.

The Chief of Police shall designate a locked area to be used as a clothing drop-off location for any officer who wishes to donate uniforms to the department for use by other officers and to maintain any returned dress uniforms. Any officer wishing to retrieve clothing from the donation center may request entry to the area through the Chief of Police or his designee.

11.

SECTION 16.2**Special Leave:**

Permitted

Reasons for Leave Amount Covered Individuals

Birth of Child	2 days	
Baptism	1 day	Son, Daughter, Godchild, Employee, Grandchild
First Communion	1 day	Son, Daughter, Godchild, Employee, Grandchild
Confirmation	1 day	Son, Daughter, Godchild, Employee, Grandchild
Bar Mitzvah	1 day	Son, Employee, Grandchild
Bat Mitzvah	1 day	Daughter, Employee, Grandchild
Shower	4 hours	Son, Daughter, Brother, Sister, Brother-in-Law, Sister-in-Law, Employee, Grandchild
***Wedding	3 days	Employee
*Wedding	1 day	Son, Daughter, Brother, Sister, Father, Mother, Brother-in-Law, Sister-in-Law, Grandchild
**High School Graduation or College	1 day	Son, Daughter, Employee, Wife, Husband, Grandchild

* 3 days if unusual travel distances exist.

* All above relationships are based on blood or marriage.

** The receipt of an advanced degree will qualify under this section if the degree is awarded at a formal ceremony.

*** Three (3) working days for the employee to be taken either immediately before or immediately after the ceremony. The employee need not be scheduled to work on the day of the ceremony to obtain this benefit.

Prior approval must be secured from the Chief of Police and the attendance records are to be marked accordingly. This special leave only applies when employee is scheduled to work on the day of the ceremony. In the event of an employee who is scheduled to work the 2245-0645 or the 2345-0745 shifts, he/she may elect either the day of the ceremony or the day before.

Maternity Leave

PARENTAL AND FAMILY MEDICAL LEAVE

The City agrees to comply with governing state or and federal parental and family medical leave legislation including the Family and Medical Leave Act of 1993, Pub. L. No. 103-03, Section 405(b) (2), 107 Stat.6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1, et seq.

Upon the election of an employee to take parental or family leave, and who has accumulated sick leave, may utilize up to sixty (60) sick days, their normal salary shall be paid to that employee during that period of parental/family leave. In the rare case of catastrophic illness or injury, an officer shall be allowed to utilize up to an additional sixty (60) days of accumulated sick leave. Any additional time used thereafter shall be unpaid.

An eligible employee who elects to take parental/family leave shall notify the Chief of Police or their designee in accordance with applicable, unless prevented by medical emergency from giving that notice.

In addition to the foregoing, a female employee shall be granted an additional leave of absence, without pay, not to exceed six (6) months for a medical condition causally related to pregnancy or child birth; provided however, that such condition disables said employee from performing her regular duties as a police officer; and provided further, however, that said employee's attending physician provide written certification of said disability to the Chief of Police or his designee.

A) Jury Duty

1.) Any member who is summonsed to appear to jury duty, shall receive special leave for all required days of service.

12. SECTION 19**SALARIES**

Salary Structure

Commencing July 1, 2017 structure and salary increases shall be in accordance with the following schedule:

Officer (< 1 year): Date of hire to one-year anniversary date of hire

Officer (over 1 year): Starts on one-year anniversary date of hire to two-year anniversary date of hire

Officer (over 2 years): Starts on two-year anniversary date of hire to three-year anniversary date of hire

Officer (over 3 years): Starts on three-year anniversary date of hire

Sergeant

Lieutenant

Captain

	Effective	Effective	Effective	Effective
Weekly Salary	7/1/2023	7/1/2024	7/1/2025	1/1/2026
Rank	3.00%	3.00%	2.00%	1.50%
Officer < 1 year	\$1,075.97	\$1,108.25	\$1,130.42	\$1,147.38
Officer > 1 year	\$1,150.70	\$1,185.22	\$1,208.92	\$1,227.06
Officer > 2 years	\$1,237.50	\$1,274.63	\$1,300.12	\$1,319.62
Officer > 3 years	\$1,500.07	\$1,545.07	\$1,575.97	\$1,599.61
Sergeant	\$1,635.65	\$1,684.72	\$1,718.41	\$1,744.19
Lieutenant	\$1,798.78	\$1,852.74	\$1,889.80	\$1,918.14
Captain	\$2,163.41	\$2,228.31	\$2,272.88	\$2,306.97

	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
<u>Weekly Salary</u>	<u>7/1/2026</u>	<u>7/1/2027</u>	<u>1/1/2028</u>	<u>7/1/2028</u>	<u>1/1/2029</u>	<u>6/30/29</u>
<u>Percentage</u>	<u>0.00%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>	<u>2.50%</u>

Effective the first pay period of January 2027, each ranks weekly salary shall be increased by twenty-five (\$25) dollars.

See Appendix "E" for salaries.**Accreditation Incentive:**

All members shall receive a yearly payment of \$1500.00 during the first pay period in September for obtaining and the continuation of CALEA/RIPAC certifications. In lieu of financial payment for the accreditation incentive, members shall receive twenty-two and one-half (22.5) hours compensatory time for the following fiscal year: ~~FY 24, FY 25, and FY 26~~ **FY 27, FY 28, and FY 29.**

Longevity:

In addition to the above salaries, there shall be a paid longevity supplement which shall be considered part of the employee's salary for other purposes in this Agreement, including pension purposes. This supplement shall be computed on the basis of the employee's salary and holiday pay as of June 30 and shall be paid July of each year. The payment shall be:

EFFECTIVE JUNE 30, 2023:

Percentage Annual Salary	Service as of June 30 th of the prior fiscal year
10%	4 to less than 7 years
11%	7 to less than 12 years
12%	12 to less than 17 years
13%	17 to less than 20 years
14%	20 to less than 25 years
15%	25 years and over

Employees who retire after 20 years of service or more will receive longevity on a pro-rated basis. This supplement shall be computed on the employee's regular salary up to the time of his/her retirement, and then shall receive longevity benefits computed on the basis of the individual employee's retirement benefit schedule.

13. SECTION 31 SCHOOLING AND SEMINARS:

- A) The City agrees that when a school, or seminar is offered to members of the Cranston Police Department, a notice of this school, or seminar will be announced a minimum of four (4) days via email with a bidding period that is agreed upon with The Chief of Police or designee and the Union. Members interested in attending this school or seminar, will follow the bidding procedure by submitting an email to the Chief of Police or designee in writing within the agreed upon time limit. When selecting an employee to attend this school or seminar, the Chief of Police will not exercise his/her discretion arbitrarily or capriciously.
- B) The Chief of Police and the Union agree to continue with the Police Department in-service program which allows the Chief of Police through the Training Division to

temporarily transfer members of the Department from their permanent bid positions to the training academy for forty (40) hours of in-service training once a year. The program and courses will be developed by the training division and, with the approval of the Chief of Police, will consider any recommendations for programs and courses made by the Union.

- C) If an officer is awarded a school or seminar through the bidding system of the contract, that officer shall be compensated for traveling time if such officer is on a day off on the day that the school or seminar is being held or if the officer's work day is longer than his or her eight (8) hour tour of duty, such officer shall be compensated an hour for an hour for traveling time if said school is located outside of the City of Cranston. If an officer is on a day off when that officer attends a school or seminar that was awarded through the bidding system of the contract that officer will be compensated an hour for an hour while attending such school or seminar.
- D) SPECIALTY SCHOOLS - a school is defined as a "Specialty School" when the content of the course has a specific relationship to a division or unit within the City of Cranston Police Department or is considered an "instructor/trainer" development course where certification will result in further compensation (compensatory or overtime). When such a course is to be offered, it shall be posted for a minimum of four (4) days. via email with a bidding period agreed upon with the Chief of police or designee and the union. Members interested in attending this school or seminar, will follow the bidding procedure by submitting a bid an email to the office of the Chief of Police or designee in writing within the agreed time limit. The most senior bidder from the respective division or unit shall be awarded the bid unless otherwise agreed upon by the Union and the City.
- E) NON-SPECIALTY SCHOOLS - A school so defined as a "non-specialty school" when the content of the course is non-specific, general or introductory in nature. When such a course is offered, it shall be posted for bid a minimum of four (4) days. via email with a bidding period agreed upon with the Chief of Police or designee and the Union. Members interested in attending this seminar or school, will follow the bidding procedure by submitting an email to the office of the Chief of Police or designee in writing within the agreed time limit. Non-Specialty schools will be awarded based off of a rotating list. The list will be established at the execution of this contract and all sworn members will be listed by seniority. Once a school is awarded the senior bidder's list position will then rotate to the bottom of the list. The City agrees to maintain the rotating list on the departments current scheduling software to track all non-specialty school awards.

For schools or seminars which have a prerequisite, in these cases the Chief shall award the school or seminar to the most senior bidder who attended the previous school or seminar.

14. SECTION 35

WIDOWS AND WIDOWERS BENEFIT

Seven to twenty years' service:

The City of Cranston agrees to pay a death benefit to the widow or widower of an employee with at least seven (7) years of service on the Department and a death benefit payment of thirty-three and one-third (33 1/3%) percent of the employee's salary which shall be fully escalated from year-to-year. This benefit shall be paid to a widow or widower until his/her death or until he/she remarries.

Any member that receives an equivalent State Pension Benefit does not qualify for this benefit.

15. SECTION 36

WIDOW'S/WIDOWER'S BENEFIT

Twenty years or more of service:

The City of Cranston agrees to pay (per 1989 agreement), widow/widower of deceased Cranston Police Officers the following benefits in addition to any other benefits to which they have been entitled:

- A) Longevity and holiday pay shall be included in the widow/widower pension base for those widow/widowers, whose husbands/wives, were entitled to longevity and holiday pay in their pensions.
- B) Effective July 1, 1990, each widow/widower will receive a pension increase based upon sixty-seven and one-half (67 1/2%) percent of what the decedent's percentage increase would have been.
- F) In the event the City and Union negotiate across-the-board increase in any given year, the widows/widowers shall receive sixty-seven and one-half (67 1/2%) of the percentage increases represented by said across-the-board increase
- G) The Union agrees that on occasion with just cause the City may limit certain schools to specific shifts. The City must notify the Union about their reasoning for doing so prior to the bid being put out. If the Union and City cannot agree about the criteria for limiting a school to a specific shift, then the Local has the right to grieve this issue. If the City finds the need to award a bid prior to the effective resolution of the grievance procedure, then the City will award the bid to the most senior bidder.
- H) **Any member that receives an equivalent State Pension Benefit does not qualify for this benefit.**

16. SECTION 38

DURATION OF THIS AGREEMENT

This Agreement will remain in effect for the term of three (3) years, commencing July 1, 2023-**2026** and ending June 30, 2026-**2029**.

If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the International Brotherhood of Police Officers, Local 301 and the City of Cranston, this contract will remain in effect until such time as a new contract is agreed upon.

IN WITNESS WHEREOF, the said City of Cranston has caused this instrument to be executed and its corporate seal to be affixed by its Mayor and Director of Finance hereunto duly authorized by the City Council of the City of Cranston, the day and year first above written and the said Local 301, International Brotherhood of Police Officers, has caused this instrument to be signed by its president hereunto duly authorized the day and year first above written.

Exhibit “D”

Sergeant Process for Department Seniority
Department Seniority is based off of max of 15 years for a maximum of 20 points
$365 \text{ Days} \times 15 \text{ Years} = 5475$
$5475 / 20 \text{ (max points)} = 273.75$
$1 \text{ point (for full year)} / 273.75$
0.0036530 daily point value
Lieutenant & Captain Process for Department Seniority
Department Seniority is based off of max of 15 years for a maximum of 15 points
$365 \text{ Days} \times 15 \text{ Years} = 5475$
$5475 / 15 \text{ (max points)} = 365$
$1 \text{ point (for full year)} / 365$
0.00273973 daily point value
Lieutenant & Captain Process for Rank Seniority
Rank Seniority is based off of max of 5 years for a maximum of 5 points
$365 \text{ Days} \times 5 \text{ Years} = 3650$
$3650 / 5 \text{ (max points)} = 365$
$1 \text{ point for full year} / 365$
0.00273973 daily point value

Appendix “E”
FY 27 – FY 29 Weekly Salary

FY27 Weekly Salary			
7/1/2026 through 1/1/2027	0.0%	1/2/2027 through 6/30/2027	\$25.00
Officer under 1 year	\$1,147.38	Officer under 1 year	\$1,172.38
Officer over 1 year	\$1,227.06	Officer over 1 year	\$1,252.06
Officer over 2 years	\$1,319.62	Officer over 2 years	\$1,344.62
Officer over 3 years	\$1,599.61	Officer over 3 years	\$1,624.61
Sergeant	\$1,744.19	Sergeant	\$1,769.19
Lieutenant	\$1,918.14	Lieutenant	\$1,943.14
Captain	\$2,306.97	Captain	\$2,331.97
Major	\$2,721.12	Major	\$2,746.12
FY28 Weekly Salary			
7/1/2027 through 12/30/2027	2.5%	1/1/2028 through 6/30/2028	2.5%
Officer under 1 year	\$1,201.68	Officer under 1 year	\$1,231.73
Officer over 1 year	\$1,283.36	Officer over 1 year	\$1,315.44
Officer over 2 years	\$1,378.24	Officer over 2 years	\$1,412.69
Officer over 3 years	\$1,665.23	Officer over 3 years	\$1,706.86
Sergeant	\$1,813.42	Sergeant	\$1,858.75
Lieutenant	\$1,991.72	Lieutenant	\$2,041.52
Captain	\$2,390.27	Captain	\$2,450.03
Major	\$2,814.77	Major	\$2,885.14
FY29 Weekly Salary			
7/1/2028 through 12/31/2028	2.5%	1/1/2029 through 6/30/2029	2.5%
Officer under 1 year	\$1,262.52	Officer under 1 year	\$1,294.08
Officer over 1 year	\$1,348.33	Officer over 1 year	\$1,382.04
Officer over 2 years	\$1,448.01	Officer over 2 years	\$1,484.21
Officer over 3 years	\$1,749.53	Officer over 3 years	\$1,793.27
Sergeant	\$1,905.22	Sergeant	\$1,952.85
Lieutenant	\$2,092.55	Lieutenant	\$2,144.87
Captain	\$2,511.28	Captain	\$2,574.06
Major	\$2,957.27	Major	\$3,031.20
End of Contract			
Starting 6/30/29	2.5%		
Officer under 1 year	\$1,326.43		
Officer over 1 year	\$1,416.59		
Officer over 2 years	\$1,521.31		
Officer over 3 years	\$1,838.10		
Sergeant	\$2,001.67		
Lieutenant	\$2,198.49		
Captain	\$2,638.41		
Major	\$3,106.98		

DATED:

For the City of Cranston

Kenneth J. Hopkins, Mayor

Robert Strom, Finance Director

For the Union

Michael Caramante, President
IBPO Local #301