NO. 75

TOWN OF WEST GREENWICH
STATE OF RHODE ISLAND

WEST GREENWICH POLICE DEPARTMENT

PERSONNEL POLICY FOR CIVILIAN EMPLOYEES

JULY 2000

ADOPTED: AUGUST 9, 2000

TOWN COUNCIL MEMBERS

THAYLEN B WALTONEN - PRESIDENT
ROBERT H MEEHAN - VICE PRESIDENT
ROBERT M SMITH
RICHARD J SITKUS
MICHAEL B FINES

TABLE OF CONTENTS

Article	Title	Page
I	Employee Classification	1
	Dispatcher Description	1
	General Duties	1
	Administrative Assistant Description	2
	Administrative Assistant General Duties	2
	Administrative Assistant Records General Duties	3
II	Hours of Work	4
	Dispatcher Hours	4
	Administrative Assistant Hours	4
	Substitutions	4
III	Overtime	4
	Call Back Pay	4
	Shift Deferential Pay	5
	Court Pay	5
IV	Vacations	5
V	Sick Leave	6
VI	Leaves of Absence	7
	Leave Without Pay	7
	Parental Leave	7
	Military Leave	7
	Bereavement Leave	7
VII	Longetivty	7
VIII	Holidays	8

IX	Health Benefits	8
	Dental Coverage	8
	Waiver of Coverage	8
	Determination of Coverage	9
	Employee Contribution to Health Benefits	9
X	Layoffs	9
XI	Illness/Injury - Line of Duty	9
XII	Retirement	9
XIII	Grievance Procedure	9,10
XIV	Probation	10
XV	Disciplinary Procedure	10
	Suspensions	10
	Termination of Employment	10

ARTICLE I

Employment Classification

Pursuant to the West Greenwich Police Department's Rules, Regulations and Policies/Procedures adopted by the Town Council in May of 1979; the employee classifications for civilian personnel area are as follows.

DISPATCHER

A. Summary

The Dispatcher receives all oral communications from the public and law enforcement personnel coming into the police station. By following established procedures and employing common sense, he/she transmits requests for service to the appropriate location.

Subject to the provisions covering Policies and Procedures, the Dispatcher has the primary responsibility for the initial deployment of law enforcement, fire, rescue and highway personnel and equipment.

B. General Duties and Responsibilities

It is the duty and responsibility of the Dispatcher to:

1. Report any deployment of police officers beyond their regularly assigned routes or sectors to the
   Officer-in-Charge.

2. Inform the Officer-in-Charge whenever a police vehicle is out of service.

3. Announce the call letter of the Department as issued by the Federal Communications Commission.

4. Be thoroughly familiar with the Department's procedures relating to use of radio and other
   communications equipment, fire alarm systems

5. Acquire a thorough knowledge of the location and layout of streets, buildings, parks and other significant areas of the community so as to maximize the accuracy and speed of dispatches.

6. Respond to all complaints received in a calm civil manner.

7. Be familiar with emergency procedures that relate to matters requiring urgent police attention so as to be capable of activating them immediately.

8. Keep personnel who have been dispatched on calls fully informed of all facts affecting the safety or
   efficiency of their response to the call.

9. Inform the Chief of Police or his designee when contact with an officer on patrol cannot be made after a reasonable amount of time.

10. Maintain equipment, especially the emergency call lines, in working order and immediately report
any malfunction or defect to the Chief of Police.

11. Record all significant communications as required by current departmental procedures.

12. Answer all telephone call's promptly and respond by stating "West Greenwich Police Department",
followed by Dispatcher identifying self.

13. Perform all other duties as assigned by the Chief of Police.

ADMINISTRATIVE ASSISTANT

A. Summary

The Administrative Assistant functions much the same as his/her counterpart in the business world. General office duties include typing, filing, record keeping and the utilization of the personal computer and appropriate software programs.

B General Duties and Responsibilities

It is the duty and responsibility of the Administrative Assistant to:

1. Provide the efficient operation of the office.

2. Prepare and maintain:

    a. All files belonging to the Chief of Police except those of a confidential nature.

    b. A record of all sick leaves, vacation leaves, emergency leaves and any other leaves of absent.

    c. A current record of the names, addresses and telephone numbers of all members and employees, and the badge numbers of all officers.

    d. A telephone directory of all companies and persons who have hired police officers for paid details.

    e. Business listing for the Dispatcher's Desk. Periodically, distribute business listings to all police officers.

    f. Maintain an accurate 911 Listing for Fire, Rescue and Police purposes.

    g. Maintain court arrest cards reflecting a record of all court activity.

3. Prepare the patrol reports and any general orders.

4. Prepare and type correspondence as requested by the Chief of Police.

5. Be familiar with the duties of the Dispatcher and remain prepared to assist the Dispatcher when requested by the Chief of Police.

6. Maintain sufficient office supplies to ensure the office's efficient operation.

7. Lock or otherwise secure all files, office doors, and other places of safekeeping at the conclusion of
the tour of duty.

C. <u>Records Duties</u>

1. Be in charge of the orderly operation and security of the records room.

2. Be responsible for the service of warrants and subpoenas.

3. Issue firearm registrations and permits when so assigned.

4. Be responsible for the safekeeping of all lost, found, stolen or recovered property coming into the possession of the Department when so assigned.

5. Compile, maintain files and coordinate the following:

    a. departmental reports and records

    b. accident reports and statistics

    c. a record of incidents and action taken on them

    d. statistical data as required by law and departmental policy

    e. records of arrest and detentions

    f. records on the ultimate disposition of cases.

6. Maintain security of all records and not divulge information of a confidential nature that relates to departmental business.

7. Prohibit the removal of any record, police report or written communication without the specific authority of the Chief of Police

8. Obtain a receipt when records are removed or material is picked up from the records area.

9. Perform such other duties as the Chief of Police may require.

ARTICLE II

Hours of Work

Section 1. Hours: The regular work week for the dispatch employees of the Police Department shall consist of five (5) tours of duty, eight (8) hours each with two days off. The tours of duty shall be as follows:

1st Shift:	**8:00 am to 4:00 pm**
2nd Shift:	**4:00 pm to 12:00 am**
3rd Shift:	**12:00 am to 8:00 am**

The tours of duty shall be assigned according to seniority initiating with the most senior employee of the department. All overtime and/or call back under this section shall be assigned according to seniority on a rotating basis.

Section 2. Administrative Assistant to Chief of Police: Shall work Monday through Friday, with weekends and holidays off. Hours of work shall be 40 hours per week set by the Chief of Police.

Section 3. Substitutions: Civilian employees of the West Greenwich Police Department may be permitted to swap shifts, subject to review and approval by the Chief of Police, or his designee provided that all swaps shall not result in any compensation at an overtime rate of pay. Dispatchers may drop shifts to cover the earlier shift.

ARTICLE III

Section 1. Overtime: Any civilian employee of the police department, who is required to work beyond his normal work shift shall be compensated at the rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked. Any time worked in any hour in excess of fifteen (15) minutes shall be compensated to the next one-half (1/2) hour.

The employee, at his discretion, may choose to be compensated with compensatory time rather than overtime pay. Compensatory time shall be computed at a rate of time-and-one-half (1.5) for each hour worked. The Chief of Police shall keep records of each member's compensatory time for use by the employee at a later date or payment to the employee upon leaving employment with the police departments. The total hours of compensatory time shall not exceed 80 hours.

Section 2. Call Back Pay: Any civilian employee who is called back to duty shall be paid on the basis of a four (4) hour minimum at the rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked.

Call back shall be defined as any time for which an employee is requested to return to duty after having left the work place upon completion of an assigned shift or is requested to return to duty on a regular scheduled day off or other authorized leave.

The employee, at his/her discretion, may choose to be compensated with compensatory time rather than call back pay. Compensatory time shall be computed at a rate of time-and-one-half (1.5) for each hour worked. the Chief of Police shall keep records of each employee's compensatory time for use by the employee at a later date or payment to the employee upon leaving employment with the police department. The total hours of compensatory time shall not exceed 80 hours. May take comp hours inclusive of overtime.

Section 3. **Shift Deferential Pay:** Any dispatcher that works second shift (4:00 PM – 12:00 AM) will be compensated an additional $ 0.10 per hour. Any dispatcher who works third shift (12:00 AM - 8:00 AM) will be compensated an additional $ 0.25 per hour.

Section 4. **Court Pay:** Any off-duty civilian employee who is required to appear in any court as a witness shall be compensated on the basis of a four (4) hour minimum at a rate of time-and-one-half (1.5) their regular hourly rate of pay for each hour worked.

The employee, at his/her discretion, may choose to be compensated with compensatory time rather than call back pay. Compensatory time shall be computed at a rate of time-and-one-half (1.5) for each hour worked. The Chief of Police shall keep records of each employee's compensatory time for use by the employee at a later date or payment to the employee upon leaving employment with the police department. The total hours of compensatory time shall not exceed 80 hours. Section 1, 2 and 4, total compensation time cannot exceed 80 hours.

ARTICLE IV

Vacations

Section 1. All civilian employees of the police department shall be entitled to the following vacation based on the calendar year:

	Years of Service			Entitlement
a)	0 months	to	6 months	none
b)	6 months	to	1 year	5 Days
c)	1 year	to	3 years	10 Days
d)	3 years	to	19 years	12 Days with 1 day added for each additional year up to 20 days
e)	20 - 25 years			25 Days

Section 2. Civilian employees may carry no more than (ten) 10 days from one calendar year to the next, provided however said employee was not prevented from taking those days in excess of the (ten) 10 days at which time the excess may also be carried over.

Section 3. Whenever the employment of a civilian employee of the police department is terminated by retirement, layoff, resignation, or death, without his having been granted the sick leave to which he/she is entitled, he/she, or in the case of death his/her beneficiary, shall be entitled at the time of termination of employment payment of an amount equal to the daily rate of pay of such vacation accumulation.

Should two (2) employees or more request the same vacation period, the employee with the greatest seniority will have the first choice.

Section 4. Vacation time may be taken in single days with approval of the Chief of Police. No more than two (2) consecutive weeks off can be taken at one time.

Section 5. All vacation will be coordinated through the Chief of Police or his designee. It is at the discretion of the Chief of Police as to whether more than one (1) employee may take vacation at the same time.

ARTICLE V

Sick Leave

Section 1. Sick leave with full pay shall be computed at fourteen (14) days with pay per year, per civilian employee of the police department with twelve (12) months of active service and shall be cumulative to seventy-five (75) days. An employee may use a sick day for a doctor's appointment.

Section 2. Whenever the employment of a civilian member of the police department is terminated by retirement, layoff, resignation, or death, without his/her having been granted the sick leave to which he/she is entitled, he/she, or in the case of death his/her beneficiary, shall be entitled at the time of termination of employment payment of an amount equal to the daily rate of pay of such sick leave accumulation.

Section 3. Sick leave for civilian employees shall be granted for the following defined reasons:

A. Personal illness or physical incapacity to such extent as to be rendered unable to perform his/her present position;

B. Attendance upon members of the family within the household of the member whose illness requi the care of such member, and such leave shall be defined as "Family Sick Leave";

Section 4. Whenever a civilian employee of the police department is on sick leave he shall be confined to his/her home during the period of the employee's normal working hours. Should it become necessary for said employee to leave his/her home, he/she shall call the police station and make notification that he/she must leave his/her home. The foregoing shall not apply to family sick leave.

The Chief of Police may require a physician's certificate whenever a civilian employee is on sick leave for more than three (3) consecutive working days, or when an employee is on family sick leave for more than three (3) consecutive working days.

Section 5. Sick days are to be used only for illness. In the event of prolonged illness, sick leave may be extended at the discretion of the Chief of Police with the approval of the Town Council.

Section 6. As incentive, civilian employees of the police department shall receive compensation for minimal use of sick time. The Town of West Greenwich agrees to the following compensation schedule, payable on January 31, for the preceding year. This incentive to be effective in calendar year 2000 for sick time in calendar year 1999.

Sick Days Used	Compensation
0	$500.00
1	400.00

ARTICLE VI

Leaves of Absence

Section 1. **Leave Without Pay:** The Chief of Police may, with Town Council concurrence, grant leave without pay for extenuating circumstances to a civilian employee--not to exceed six (6) months.

Section 2. **Parental Leave:** Parental leave shall be granted in accordance with all State and Federal laws regarding such leaves. A civilian employee shall be allowed to utilize his/her accumulated vacation time, compensatory time, and/or sick leave during such leave.

Section 3. **Military Leave:** Military leave shall be granted in accordance with all State and Federal laws regarding such leaves.

Section 4. **Bereavement Leave: A** civilian employee of the police department may be absent for a maximum of three (3) working days without loss of pay in the event of the death of a mother, step-mother, father, step-father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law.

In the event of the death of any other relative an employee may be absent for one (1) working day without loss of pay.

Bereavement leave shall not be deducted from an employee's sick leave or vacation leave. However, any actual period of mourning in excess of said bereavement leave shall be charged to the employee's sick leave or vacation leave, provided however, total period of a employee's leave shall not exceed seven (7) days unless approved by the Chief of Police.

Section 5. A civilian employee's seniority shall continue to accumulate during all authorized leave periods and the employee's job shall be guaranteed upon return.

ARTICLE VII

Longevity Pay

Section 1. Civilian employees of the police department shall receive longevity pay, so called, which shall be computed on the basis of the member's base pay and shall be payable to the employee in a lump sum on June 1st of each year. Said longevity pay shall be considered part of the employee's base salary and shall be computed in accordance with the following schedule:

Years of Service	Percentage of Salary
0 to 5 years	0%
5 to 10 years	1%
10 to 15 years	2%
15 to 20 years	3%
over 20 years	4%

ARTICLE VIII

Holidays

The following shall be considered paid holidays by the Town for civilian employees of the police department:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Victory Day (V.J. Day)	

In addition to the above, civilian employees will receive (2) personal days with pay to be taken with prior approval of the Chief of Police or his designee.

When a holiday falls within a given pay week, any civilian employee of the police department working on a holiday will be compensated at double (2X) times their rate of pay. Those members on a scheduled day off, vacation, sick leave or other approved leave shall be compensated at time-and-one-half (1.5) their rate of pay.

ARTICLE IX

Health Benefits

Section 1. Medical Coverage: All civilian employees of the police department in a full time status as defined by the Town Council shall be enrolled in Health/Dental Plan of record on and individual or family plan as appropriate.

As civilian employees of the police department hired after the adoption of this policy shall be entitled to individual coverage only and will be required to pay $7.50 per weed. Should they elect family health coverage and also, $1.50 per week should they elect family dental coverage.

Section 2. Dental Coverage: The Town agrees to provide at its expense to all civilian employees of the police department, dental coverage from Delta Dental of Rhode Island with additional riders Levels 1, 2, 3, 4, and a benefit cap of $1,200.00 per person per year.

Section 3. Waiver of Coverage: Due to duplicate coverage, employees may elect not to be covered by the Town's health coverage. Any employee so choosing shall be required to notify the Town annually of this option no later than March 1st. Said employee so opting to waive coverage under this Article shall be given in lieu of coverage compensation in the amount of $1000.00 annually ($500.00 for individual coverage), payable on or before June 30th of each year. [Effective July 1, 1998, said employee so opting to waive coverage under this Article shall be given in lieu of coverage compensation in the amount of $2000.00 annually ($1000.00 for individual coverage), payable on or before June 30th of each year.]

Not withstanding the foregoing it shall be the responsibility of the employee waiving coverage to provide the Town with written proof of medical coverage from a source other than the Town.

Section 4. Determination of Coverage: For purposes of this Article, and the purpose of determining coverage, only those employees who are married or have dependents will be provided with family coverage. All other employees shall be provided with individual coverage. "Family" shall mean the employee and spouse and their children who reside together, notwithstanding however, the Town agrees to honor duly executed divorce decrees concerning medical coverage for an employee's dependent children only.

Section 5. Employee Contribution to Health Benefits: Any civilian employee hired after July 1, 1995, shall be entitled to individual medical coverage only and will be required to contribute $ 7.50 weekly should they elect the family health coverage and also $ 1.50 per week should they elect the family dental coverage.

ARTICLE X

Layoffs

In the event it becomes necessary for the Town to layoff civilian employees of the police department, those employees with the least amount of department seniority shall be laid off first. Seniority under this section will be based solely upon length of employment for the Town of West Greenwich.

ARTICLE XI

Illness/Injury--Line of Duty

Section 1. All civilian employees will immediately report to the Chief of Police any injury or accident suffered by them in connection with their work. Report of the incident will be forwarded to the Town Council and to the person designated to file such report with the Rhode Island State Department of Labor and the insurance carrier for the Town of West Greenwich. The injured person should be checked by a physician or treated at an emergency room.

ARTICLE XII

Retirements

Section 1. Civilian employees of the police department shall be covered under the State of Rhode Island, Municipal Employee's Retirement System. In the event the State of Rhode Island, Municipal Employee's Retirement System with (25) year option becomes obsolete, a comparable (25) year plan will be implemented.

ARTICLE XIII

Grievance Procedure

Section 1. Any civilian employee of the West Greenwich Police Department aggrieved by an action by the Chief of Police taken pursuant to the procedures of this agreement may seek redress by the following procedure:

1. Within five (5) days following such action, the employee will, in writing, submit his/her grievance to the Chief of Police. The Chief of Police will then afford the individual a private appointment to discuss the grievance within three (3) days of receipt of notification. Grievances settled at the department level need not be brought to the Town Council's attention.

2. Failing resolution at the department level: An individual may, in writing, submit his/her grievance to Town Council within five (5) days of his/her appointment with the Chief of Police. The Town Council will respond to the individual through the Chief of Police within twenty-one (21) days. The Town Council may, at it's option, hear the grievance publicly or in closed (executive) session, as it deems appropriate.

ARTICLE XIV

Probation

All new civilian employees shall be placed on a six (6) month probation period. At the end of this period, and at least once during this period, the Chief of Police shall review each civilian employee. The interim report (s) shall be discussed with the employee. A letter of recommendation will be provided to the Town Council at the end of the probationary period. The Town Council shall act so as to establish permanent employment should the employee's performance so warrant.

ARTICLE XV

Disciplinary Proceedings

Section 1. Disciplinary Proceeds: The Chief of Police or his designee will make any disciplinary actions
in accordance with the West Greenwich Police Department's Rules and Regulations and Policies and Procedures Manuel.