

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered this 30 day of January 2015, by and between the City of Central Falls and Fraternal Order of Police, Lodge 2 ("FOP").

WHEREAS, there is a collective bargaining agreement between the City and the FOP for the period of April 12, 2013 to June 30, 2017 ("CBA");

WHEREAS, the FOP filed a grievance on November 28, 2014, on behalf of grievant, Patrol Officer Lawrence Ouellette alleging a violation of Article VII, Section 5 (Longevity) and Article XI, Section 3 (Vacations);

WHEREAS, the City denied the grievance at Level I of the grievance procedure on December 11, 2014;

WHEREAS, the City conducted a Level II meeting on January 9, 2015 to consider the position of the FOP;

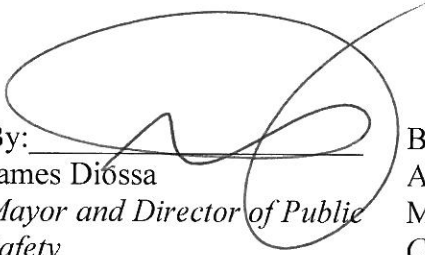
WHEREAS, in order to avoid the expense and uncertainty of the arbitration process, the parties have reached a mutual resolution of the grievance pursuant to the following terms and conditions:

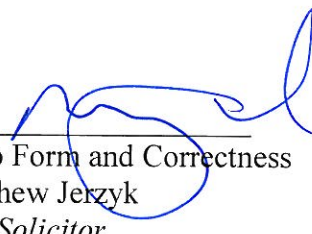
1. The grievant shall be paid wages in an amount that corresponds to the cash value of a prorated number of vacation days earned by virtue of his calendar year 2014 service.
2. Based on the grievant's years of service to the City, had he worked a full year in 2014, he would have been entitled to seventeen (17) vacation days to be awarded in January 2015, for use in 2015. However, the grievant began an unpaid military leave on July 2 and resigned from employment on November 7, 2014.
3. Accordingly, the City shall pay to the grievant wages based on the value of 8.5 days of vacation.
4. Furthermore, the parties agree that in the future, Article XI, Section 3's provision for payment of vacation days upon separation of service shall be interpreted to provide that any officer who separates from service shall be paid the cash value of any already-awarded but unused vacation days, and in addition, shall be paid the cash value of a prorated number of days to correspond to the amount of service rendered during the calendar year in which the officer separates from service.
5. The grievant shall not be paid any portion of the longevity payment for 2014.


6. Furthermore, the parties agree that in the future, Article VIII, Section 5's provision for longevity payments shall be interpreted to provide that any officer who separates from service shall not be paid a prorated longevity payment and shall only receive a longevity payment on the officer's anniversary date.

7. This agreement shall be incorporated by reference into the existing collective bargaining agreement and all future collective bargaining agreements unless otherwise negotiated by the parties.

CITY OF CENTRAL FALLS:

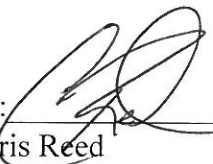
By: 
James Dióssa
*Mayor and Director of Public
Safety*

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Leonard Morganis
*Administrative and Finance
Officer*

Date: 1/30/15

FRATERNAL ORDER OF POLICE, LODGE #2:

By: 
Chris Reed
President

Date: 2/10/15