

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this 3rd day of June, 2020 by and between the Town of Smithfield (“Town”) and Smithfield Lodge No. 17 Fraternal Order of Police (“FOP”). The Town and the FOP are collectively referred to herein as “the parties.”

RECITALS

A. In or about May of 2019, the Town and the FOP entered into a collective bargaining agreement for the period commencing on July 1, 2019 and ending on June 30, 2022 (the “19-22 CBA”).

B. The ongoing COVID-19 pandemic has caused a loss of revenue for the Town and has otherwise had a financial impact on the Town.

C. In order to assist the Town, the FOP has agreed to forego certain benefits due its members under the 19-22 CBA in exchange for an agreement to enter into a new collective bargaining agreement for the period of July 1, 2020 through June 30, 2023 (the “20-23 CBA”).

Now, therefore, the parties agree as follows:

1. The FOP and its members will forego the 2.25% pay raise scheduled for July 1, 2020 pursuant to Article XVIII, Section 1(a) in the 19-22 CBA. Instead, there will be no increase in salaries for the period between July 1, 2020 and December 31, 2020.

2. The FOP and its members will also forego the scheduled increase in the clothing allowance (from \$700 to \$1,000) pursuant to Article XVII, Section 4 in the 19-22 CBA. Instead, the clothing allowance for the period between July 1, 2020 and June 30, 2021 will be \$700.

3. With respect to the terms and conditions of employment for the period between July 1, 2020 and June 30, 2022, the current 19-22 CBA will be superseded by the new 20-23 CBA.

4. The 20-23 CBA will incorporate the changes referenced in #s 1 and 2 above.

5. Article XVII, Section 4 (Clothing Allowance) in the 20-23 CBA will be amended to reflect the clothing allowances as follows:

RAM (MS)

July 1, 2020	\$ 700
July 1, 2021	\$1,000
July 1, 2022	\$1,300

6. Article XVIII, Section 1(a) (Salaries) will be amended to reflect the following pay increases on the dates so indicated:

7/1/20	0%
1/1/21	2.75%
7/1/21	2.25%
1/1/22	2.75%
7/1/22	2.75%
1/1/23	2.75%

7. The Town has also agreed to offer a so-called Retirement Incentive to members who are eligible to retire as of June 30, 2020 under the following terms and conditions:

(a) Members must retire as of June 30, 2020.

(b) The Retirement Incentive payable to any retiring member shall be calculated by multiplying 1% for each year of service by the yearly base salary as set forth in Article XIII, Section 1(a) of the 19-22 CBA.

(c) More specifically, the parties have agreed that a Captain's base salary is \$84,508.32; a Lieutenant's base salary is \$77,587.64; a Sergeant's base salary is \$70,666.96; and a Patrolman's base salary is \$63,746.28.

(d) "Years of service" for the purposes of calculating the Retirement Incentive shall include partial years of service. By way of example, the percentage for a member who on June 30, 2020 has been a member of the Smithfield Police Department for 28 years and 9 ½ months would be 28.79%.

(e) "Years of service" shall also include time a member has been allowed to purchase for pension purposes (e.g. state time or military time).

(f) The Town has agreed to defer a portion of a retiring member's so-called cash-out pay. The maximum one-year net amount that may be deferred under the 457b Equitable Deferred Compensation is \$39,000. That net deferred amount (plus applicable taxes that will eventually have to be paid—e.g. Social Security) shall be held in escrow by the Town until January of 2021 at which

time a contribution of the amount being held in escrow (less applicable taxes) will be made to the member's 457b Equitable Deferred Compensation account. Any of the cash-out pay in excess of the deferred amount shall be paid to the retiree on or before July 10, 2020; but said retiree shall have the option to defer a portion of this excess for calendar year 2020 up to the maximum permitted by law.

8. The terms of this MOA have been ratified by the FOP membership at a special meeting held on May 18, 2020.

9. This MOA is subject to ratification by the Smithfield Town Council. In the event that this MOA is not approved by the Town Council, then this MOA shall be null and void *ab initio* and the terms of the 19-22 CBA shall govern the contractual obligations of the parties.

10. This MOA may be modified only through a written agreement signed by the Town and the FOP.

11. This MOA contains the entire agreement between the parties.

12. The mutual agreement contained within this document shall constitute sufficient consideration to support this MOA.

13. Any disputes as to the interpretation and/or enforcement of this MOA shall be resolved by the grievance procedure set forth in the collective bargaining agreement that is in effect at the time of the dispute.

14. If any provision of this MOA is deemed invalid by a court of competent jurisdiction, the said provision shall be severed and the remaining provisions of this MOA shall be given full force and effect.

[Signatures on following page.]

Executed in the presence of:

Donna Alconas

Donna Alconas

Donna Alconas

TOWN OF SMITHFIELD

By: Suzanna L. Alba
Suzanna L. Alba, Town Council President

Dated: 6/4/2020

By: Randy R. Rossi
Randy R. Rossi, Town Manager

Dated: 6/3/2020

SMITHFIELD LODGE NO. 17 FRATERNAL
ORDER OF POLICE

By: Michael T. Smith
Michael T. Smith, President

Dated: 6/3/20

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