



TIVERTON POLICE DEPARTMENT

GENERAL ORDERS

Subject: Reserve Officers Corps		General Order Number: 530.70
Section: 530 – Human Services		Subsection: 30 - Personnel
Amends/Supersedes: 200.25 (07/27/2018)		
Effective Date: 07/27/2018	Revised Date: 01/03/2020	Review Date: As Needed
Per Order Of: Patrick W. Jones, Chief of Police		
RIPAC: 1.9, 1.10, 1.11, 1.12, 1.13		
Distribution: All Department Members		

NOTE: This written directive is for the internal governance of the Tiverton Police Department, and is not intended and should not be interpreted to establish a higher standard of care in any civil or criminal action than would otherwise be applicable under existing law.

I. POLICY

It is the policy of the Tiverton police Department to maintain a list of Reserve Officers who wish to perform special details. During certain times of the year it is necessary to redistribute police resources in order to meet public safety needs. The Reserve Officer Corps (R.O.C.) will be used to fill the service needs of special details vendors whose request may go unfilled due to the high demand for public safety needs. The R.O.C. will be used for the sole purpose of filling special details. Active, sworn personnel will have the first opportunity to work any special details before the R.O.C. Officers are available for the detail. The R.O.C. will not be used to replace the Department full time sworn personnel for the purpose of minimum staffing.

II. PURPOSE

The Tiverton Police Department recognized that it loses valuable resources through the retirement of veteran officers. By developing the Reserve Officer Corps (R.O.C.), the department hopes to retain reserve officers for the distinct purpose of working special details. The purpose of this directive is to establish and maintain guidelines concerning the Reserve Officer Corps.

III. PROCEDURE

A. SELECTION CRITERIA

Reserve Officers who wish to join the R.O.C. must meet all of the following criteria:

1. Successful completion of the Rhode Island Municipal Police Academy;
2. Retirement from full-time sworn duty status in good standing.

3. Make a formal request to be placed in the R.O.C. program by filling out an application within three (3) years retirement as a full time sworn officer;
4. Obtain the clearance from their primary physician stating they are physical fit for the special detail work.
5. Successful completion of a background investigation and a review of their personal file.
6. Interview/Orientation.

B. **DUTIES AND RESPONSIBILITIES**

1. The primary role of the R.O.C. is to work traffic and security-related special details, payment for which is the responsibility of private detail venders.
2. While working these security-related details, members of the R.O.C. will:
 - a. Maintain public Peace
 - b. Protect persons and property, and;
 - c. Make on-scene custodial arrests only if imminent danger is present for themselves and/or the attending public.
3. R.O.C. members forced to make an arrest will call for an active sworn officers and supervisor to respond and effect the arrest if probable cause is present for a particular violation of the law. The R.O.C. member will submit a supplemental report of the incident. If applicable, the R.O.C. member will serve as the complaining party for the offense.
4. While working traffic details, R.O.C. members will:
 - a. Provide appropriate traffic direction and control;
 - b. Protect construction workers from vehicular traffic, and ;
 - c. Ensure the orderly flow of traffic around construction sites.
5. R.O.C. members witnessing a motor vehicle violation will immediately report the violation to an on-duty patrol supervisor. If a stop of the vehicle is necessary, then the R.O.C. members will call for a sworn active duty officer and a determination will be made if a summons is to be issued. The R.O.C. member will issue the summons and the active duty officer will witness it.

C. **SCOPE OF AUTHORITY**

1. Reserve Officer Corps members have commensurate authority with full-time sworn personnel in making arrests.
2. The R.O.C members shall request an active sworn officer and a supervisor when an arrest has been made. R.O.C members are able to transport prisoners from their location to police headquarters to assist in the booking process. R.O.C members may also conduct other prisoner related transports (ex. ACI/Hospital transports) with the approval of the Patrol Shift Officer in Charge (OIC).
3. R.O.C. members are authorized to carry and use department-issued firearms, batons, O.C. spray consistent with Department policy training, and while working special detail functions only.

4. With the approval of the Officer-In-Charge, R.O.C members may utilize a marked police vehicle while working a traffic detail.
- C. UNIFORMS AND EQUIPMENT
1. Uniforms and equipment for Reserve Officer Corps members will be the same as those active full-time sworn officers as outlined in General Order 220.20, entitled “Official Department Uniform”. One set of silver badges (one hat one shirt) and one set of TPD collar pins will be issued.
 2. Each member will be issued the same equipment as full-time officers. The cost of replacing uniforms and non-issued equipment will be the responsibility of the individual R.O.C. member.
 3. Access to department-issued weapons will be through the Officer-in-Charge. The weapon will be signed in and out immediately before and after the detail. Members will utilize the record sheet to record this transaction.
- D. IN-SERVICE TRAINING
1. Reserve Officer Corps members will review all General and Special Orders and the department’s Rules and Regulations with the Planning & Training Sergeant.
 2. R.O.C. members will be trained in the use of force policy and tested for lethal and less lethal weapons proficiency with the same frequency as full-time officers. R.O.C. members are not authorized to use electronic restraint devices.
 3. The Planning & Training Sergeant will ensure that Reserve Officer Corps members in-service is appropriate to their duties and responsibilities and equivalent to that statutorily required for full-time sworn personnel.
 4. Members of the R.O.C. will attend mandatory training sessions on their own time and will be paid the hourly rate as that of a senior patrol officer. The training will be coordinated by the Planning & Training Sergeant.
 5. Anytime an R.O.C. member is required to appear in court as a result of an arrest or municipal court summons, (s)he will be paid at the current detail rate.
- E. LIABILITY PROTECTIONS
1. Members of the Reserve Officer Corps are provided with public liability protection equal to that provided to full-time officers by the insurer.
- F. PERFORMANCE EVALULATIONS
1. Performance evaluations will be conducted in accordance with General Order 530.20, entitled “Performance Evaluation System.”
 2. The Planning and Training Sergeant will be responsible for conducting annual performance evaluations for the R.O.C. members and ensuring all sections of the performance evaluation system are applied to them. The Uniform Division Captain will be responsible for endorsing the performance evaluation before it goes to the Chief of Police.

G. PROVISIONS

1. Prior to being sworn in as a part-time and non-permanent member of the Reserve Officer Corps, members must pass a medical examination, the cost of which will be borne by the Town of Tiverton.
2. Members of the Reserve Officer Corps are responsible for the maintaining their own permits to carry firearms. Members are authorized to carry a firearm under this policy limited to the following provisions:
 - a. to, from, and during any special detail and
 - b. to, from, and during any training session's exercises or as otherwise directed by the Chief of Police.
3. A reserve officer's authority to carry a firearm under any circumstances not outlined above will be in accordance with all provisions of the Rhode Island Attorney General's Office to the extent that the reserve officer has obtained a RI Attorney General's permit. The Town of Tiverton Police Department therefore does not authorize a member of the Reserve Officer Corp to carry a firearm in an off-duty capacity and the Town of Tiverton will not provide liability coverage under these circumstances for the reserve officer. R.O.C. members will not take enforcement action while off-duty except in an emergency to prevent imminent harm to persons or property.
4. In such cases where action is taken and is consistent with the department's policy on off-duty conduct (General Order 100.10, Section V, I entitled "Rules & Regulations, Enforcement While off Duty"), the R.O.C. member will notify the appropriate law enforcement agency and the Officer-in-Charge at the Tiverton Police Department. Otherwise their role should only be that of a trained witness and they should report their observations to the responding law enforcement agency.
5. Reserve Officer Corps members who are unable to demonstrate weapons proficiency, fail to attend mandatory training sessions, or elect not to maintain their R.O.C. status will not continue to serve as a member of the Reserve Officer Corp.
6. Members of the Reserve Officer Corps serve at the pleasure of the Chief of Police and may be terminated at any time. Terminations may be appealed to the Town Administrator.

IV. ATTACHMENTS

- A. LETTER OF AGREEMENT FOR RESERVE TIVERTON
POLICE OFFICERS WORKING SPECIAL DETAILS

LETTER OF AGREEMENT FOR RESERVE TIVERTON POLICE OFFICERS WORKING SPECIAL DETAILS

This letter confirms my understanding and agreement that (a) the following terms and conditions were discussed with me prior to being placed on the Town of Tiverton Police Department's Special Detail Eligibility List and (b) I agree to them at this time and I accept them as terms and conditions of any Special Details I may obtain through the Tiverton Police Department. I understand that this agreement is between me and the Town of Tiverton and is not part of or covered by the terms of the collective bargaining agreement between the IBPO local # 406 and the Town of Tiverton.

- 1) **Availability of Special Details:** I understand that "Special Details" will be offered to me on an as needed basis. I further understand that details will be offered to me in accordance with the special detail policy number TBD. I do not expect, and the city is not required to provide me with a minimum number of special details. I understand that my position is as a Special Detail Retired Officer and that my employment is strictly "at will", meaning that either the city or I may terminate my role at any time for any reason.

"Special Details" which are worked by eligible reserve Police Officers will be worked pursuant to the terms and conditions set forth in policy number TBD Special Details and the terms of the collective bargaining agreement by and between the Town of Tiverton and IBPO Local # 406, as the language of said section exists on the date the retired officer works a "Special Detail". Said terms and conditions, including but not limited to rates of pay, hours of pay, and availability of "Special Details", are incorporated herein by reference. Except for those rights and benefits incorporated herein, retired police officers who work a "Special Detail" accrue no other rights or benefits under the Collective Bargaining Agreement between the Town of Tiverton and IBPO Local 406.

- 2) **Conduct:** Reserve Police Officers who work a "Special Detail" are subject to any existing Rules, Regulations, Policies, and/or Procedures of the Tiverton Police Department governing an active Police Officer's conduct and behavior while working "Special Details", as well as an active Police Officer's acceptance of, refusal of, or failure to appear at a "Special Detail"; including any applicable penalties associated with violations of said provisions.
- 3) **No Grievances:** Reserve Police Officers who work a "Special Detail" may not pursue Grievances, through the IBPO Local # 406 under the collective bargaining agreement between the Town of Tiverton and the IBPO for allegations of violations of this agreement, including but not limited to, appeals of any penalty received pursuant to paragraph number (2) above.
- 4) **Pension Status:** It is due to my status as a non-disabled honorably pensioned

member of the Tiverton Police Department that I am eligible to be placed on the Department's Special Detail Eligibility List. I understand and agree that should I become injured while working at, going to, or coming from a 'Special Detail', I do not have any right or cause of action to convert, or in any other way change my pension to a Disability Pension, and I covenant not to bring any such action or petition.

- 5) **Worker's Compensation:** I understand that if I am injured while working a "Special Detail", that I may have the right to collect worker's compensation under the Town of Tiverton's insurance coverage, but I do not have the right to benefits under R.I.G.L. 45-19-1, On the Job Injury Pay, because in my capacity as a "Reserve Officer" working a Special Detail, I am not acting or functioning as an active Tiverton Police Officer. (Provided, however, any rights or benefits under 45-19-1 to which I am entitled as a result of a pre-existing on-the-job injury or illness shall not be affected by this agreement.)
- 6) **Equipment/Uniform:** I understand that I am responsible for the purchase and maintenance of all equipment and clothing necessary to the performance of my role as a member of "the Retired Officers Corps", and that the Town of Tiverton or the Tiverton Police Department are not responsible for any such expenses, with the exception of the following items: O C Spray, Handcuffs, and Expandable Batons, along with appropriate leather gear for those items.
- 7) **Modifications to the Letter of Agreement:** This letter of agreement and the terms and conditions described in it represent the intentions of the parties and may not be modified by the Town of Tiverton or the Tiverton Police Department without written notice.

Miscellaneous: If any term or condition, or any part of a term or condition of this letter of agreement shall prove to be invalid, void or illegal, it shall in no way affect impair or invalidate any of the other terms or conditions of this Letter of Agreement, which shall remain in full force and effect. The captions to this Letter of Agreement are for purposes of reference only and will be ignored in interpreting or construing the meaning of the Letter of Agreement. Any waiver by the Town of Tiverton and or the Tiverton Police Department or any breach by me of any term or condition of the Letter of Agreement shall not be construed as a waiver of any subsequent breach by me of this Letter of Agreement.

A member of the Tiverton Police Department's Reserve Officer's Corps must maintain those standards of performance in compliance with the essential job requirements established by the Tiverton Police Department's standards and training, as they relate to the duties and responsibilities of the Reserve Officer working Special Details. The Reserve Officer works at the sole discretion of the administration of the Tiverton Police Department. Their applications and or renewals for the non-permanent position of a retired Officer, specifically a member of the Tiverton Police Department's Reserve Officers Corps, will be reviewed in light of their performance

Indicators for those essential job functions as set forth in the policies and procedures/ rules and regulations of the Tiverton Police Department.

I have read the above and I fully understand and agree to the terms and conditions of this Letter of Agreement as a condition to any "Special Detail" I may be offered by the Tiverton Police Department.

Signed: _____

Print: _____

Date: _____

Witness: _____

Copy Received: _____