



**COLLECTIVE BARGAINING AGREEMENT**

**TOWN OF LINCOLN**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS, LOCAL 435**

**July 1, 2024 - June 30, 2027**

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Pursuant to the provisions of Title 28, Chapter 9.2 of the Rhode Island General Laws entitled Municipal Police Arbitration Act (“MPAA”), this Agreement is made and entered into as of the first day of July 2024 A.D., by and between the Town of Lincoln (hereinafter “Town” or “Employer”), and Local 435, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (“Local 435” or “Union”). In consideration of the mutual promises hereinafter stated the parties agree as follows:

**PREAMBLE**

Pursuant to the MPAA, the Town recognizes that the full-time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town to regulate, manage and control the Police Department of the Town except as modified by the terms of this contract and except as specifically directed by said MPAA, reference to which has previously been made. This Agreement is subject to the provisions of said MPAA, wherein the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

The words “member,” “member of the bargaining unit,” “employee,” “officer,” “patrol officer,” “personnel,” and/or “police officer” (or the plurals thereof) when used in this Agreement shall mean all the active, full-time officers of the Police Department, excluding, however, those officers holding the position or rank of Chief of Police.

All references to an employee covered by this Agreement as well as use of the pronoun “he” is intended to include both genders. When the male gender is used, it shall be construed to

include male and female officers and gender neutral in intent.

## **ARTICLE I**

### **Section 1. Recognition**

The Town recognizes Local 435 as exclusive bargaining agent for all active, full-time police officers from the rank of patrol officer, inspector, detective, sergeant, lieutenant, captain and deputy chief of police, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and to the terms and conditions of employment.

The right of the Town and employees of the Police Department shall be respected, and the provisions of the Agreement shall be observed for the orderly settlement of all questions.

### **Section 2. Employment Security**

The Town agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or legitimate activities in the Union. The Town and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any of the activities of the IBPO protected by the Rhode Island State Labor Relations Act.

Full-time probationary police officers shall not have the right to grieve or arbitrate the imposition of any form or measure of discipline or their dismissal from employment during the term of their probationary period.

Local 435 acknowledges that police officer trainees are not members of the bargaining unit.

### **Section 3. Time Off for Bargaining**

All employees covered by this Agreement who are officers of Local 435 or who are appointed by Local 435 as members of the collective bargaining negotiating committee, up to a

maximum of two (2), shall be allowed time off for official Union business for negotiations and/or conferences with the Town Administration when such business is reasonably required to be conducted during working hours, without being required to make up such time. All such business shall be scheduled with the approval of the Chief of Police, and it is further agreed that officers of the Lodge and members of the collective bargaining negotiating committee shall endeavor to schedule official Lodge business during their off-duty hour.

## **ARTICLE II**

### **Section 1. Management Rights**

The Town shall retain all other rights and responsibilities inherent in the Town Council and the Chief of Police by virtue of statutory and charter provisions and departmental rules and regulations which are not inconsistent with the terms of this Agreement. No provision of this Agreement shall be applied or construed to limit, impede, or abridge any of the Town's lawful authority or obligations.

Additionally, except to the extent there is contained in this Agreement express and specific provisions to the contrary, all authority, power, rights, jurisdiction and responsibilities for the efficient and effective management and direction of the officers and others employment by the Police Department are vested, retained and reserved exclusively to the Town. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved and remain vested in the Town. These rights include, but are not limited to: (a) directing the work of police officers; (b) determining the mission of the Police Department and its personnel methods, means and procedures necessary to most efficiently fulfill that mission; (c) disciplining officers consistent with the Law Enforcement Officers' Bill of Rights ("LEOBOR"), G.L. 1956 § 42-28.6-1 et seq.; (d) implementing a reduction in force based on

economic or operational reasons; and (e) determining the methods, means, processes, and personnel by which public safety and law enforcement functions are to be conducted.

The terms of this Article shall not be construed as a waiver of the bargaining rights of the Union as they may pertain to unilateral changes which may take place during the term of this Agreement.

### **ARTICLE III**

#### **Section 1. Seniority**

(a) Seniority for the purpose of the Lincoln Police Department shall, for the purpose of this Agreement, be computed according to continuous service in each rank except patrol officer, where seniority shall be computed in accordance to continuous service from the date of appointment by the Town. In those cases, where on or more officers are sworn in on the same day, the final score using the criteria of the Rhode Island Municipal Police Training Academy (“RIMPTA”) shall be the determining factor. Seniority between ranks will be in accordance with chain of command, highest ranking member having seniority over lesser rank. In the event multiple lateral transfer officers are sworn in on the same day, the officers shall have their department seniority determined by order in which they finished in the hiring process.

(b) In all applications of seniority except those mentioned in 1(d) and Article VI, Sections 2 and 3, in the department, the ability of the employee shall mean the qualifications and abilities (including physical fitness), of a member to perform the required work. Where skill, ability and qualifications to perform the required work are among the employees concerned equal, seniority as defined in Section 1(a) above shall govern.

(c) All employees in the uniform division shall be permitted to choose their working shifts by length of service when consistent with the efficient operation of the police department. On

April 1 of each year, three lists, one lieutenant's list, one sergeant's list, and one uniform position list, will be posted for the uniform division. Members of the uniform division will have until May 1 to sign for a shift. For any officer that has not signed by May 1, a shift will be assigned.

(d) Bid shifts go into effect July 1<sup>st</sup> of each year.

(e) For the purpose of this Agreement, length of service in rank will be the sole determining factor in choosing shifts and vacations.

## **Section 2. Layoffs**

In the event the Town determines it will lay off sworn police-personnel, employees shall be laid off in reverse order of departmental seniority. Affected employees will remain on a preferential reemployment list for a period of five years from the day of layoff and shall retain their seniority for this period. In the event of a recall, employees will be recalled in inverse order of layoff.

## **ARTICLE IV**

### **Section 1. Promotion and Removal**

All police officers below the rank of Chief of Police shall be appointed or promoted as the case may be by the Town Administrator upon the recommendation of said Chief, provided they shall have satisfactorily passed such qualifying tests as the Town Council shall have established by ordinance. This shall be done within a period of 90 days from the time the vacancy occurs. Promotions and appointments to the Lincoln Police Department shall be in accordance with the merit principles as applied to public employment. They shall hold their respective offices, during good behavior, until vacated by death, resignation or retirement or until they shall be removed in accordance with governing law. All promotions shall be made from within the department in accordance with the provisions of the Town Charter and personnel ordinances.

Once a vacancy/vacancies has/have been determined by the Town, the Chief of Police will post the vacancy/vacancies as soon as practicable, in a conspicuous location, at least forty-five (45) days prior to the testing date. The position will specify the position, the eligibility requirements for the position to be tested, and a list of materials from which the test will be drawn, if available, as well as where and how these materials may be obtained. The Town will, upon request of the individual, provide his/her total score as well as a breakdown of the oral, written and bonus scores after the decision has been made.

Candidates for promotion will be accepted from personnel currently employed on the force who have satisfactorily completed at least three (3) years of service as a patrolman on the force. To qualify, candidates must pass the following qualifying tests:

### **Procedure**

(1) Oral Examination. The oral examination will be conducted by a panel of three (3) law enforcement officers, only one (1) of whom will be a member of the Lincoln Police Department, all with a rank higher than the examination being given (and Oral Board for rank of Sergeant will consist of law enforcement officers holding the rank of Lieutenant or higher). The Chief may be present during the oral board process.

(2) Written Examination. Such written examination will be given to each candidate under the supervision of the Personnel Board at a time and place prescribed by the Chairman of the Board.

(3) Physical, Mental. Rigid physical and psychiatric examinations as of the time of their application.

### **Scoring**

Ratings for promotion will be made on the basis of points scored on the tests given with

the Oral Examination to be given first with the following weights to apply:

1. Oral Exam: twenty-five (25) percent (twenty-five (25) points maximum), distributed in the following manner:

5 pts – Chief

5 pts – Education. Law Enforcement Program, less than 30 credits – 1 pt.; 30 credits but less than 60 – 2 pts.; 60 credits (Assoc. Degree) – 3 pts.; Greater than 60 but less than 120 – 4 pts.; Bachelor’s Degree (or higher) – 5 pts.

15 pts. – Oral Board

2. Written Examination: seventy-five (75) percent (seventy-five (75) points maximum).

3. Minimum qualifying score: total of (1) and (2) – seventy-five (75) points.

4. All such candidates passing the minimum qualifying score will be given one (1) additional point score for each completed year of police force service on the Town police department up to but not exceeding twelve (12) years.

(a) The bonus points will be added to the total score achieved by the addition of the oral and written test scores but only if the total achieved is no less than seventy-five (75) points.

(b) The final score will be the total of the oral plus written plus bonus points. Oral scores shall be transmitted to the Personnel Board by the Chief prior to administration of the Written Examination.

Within five (5) days of the completion of the tests by the candidates, the Personnel Board will notify the Chief of Police and the Town Administrator of the final standings of the candidates based on the procedures outlined above. The choice of the individual to fill the opening will be made as prescribed in the Town Charter. Said list of candidates shall be valid for a period of one year commencing from the date the list is certified by the Personnel Board. If, during the year the names of candidates falls to two (2), the Town shall have the option to post for a new exam(s).\*

## ARTICLE V

### **Section 1. Duties and Powers**

The Police Department shall be responsible for the preservation of the public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property, regulations of traffic and enforcement of the laws of the State and the ordinances of the Town and rules and regulations in accordance therewith, and such auxiliary and administrative duties incidental thereto.

### **Section 2. Detail to Other Departments**

The Town agrees that employees of the Police Department whose duties are as defined in Section 1 of this Article shall be detailed to other departments of the Town for the performance of public safety duties only.

### **Section 3. Transfer to Other Divisions.**

The transfer to different divisions within the Police Department shall be made by the Chief of Police.

### **Section 4. Travel to Trainings/Events/Functions within the Scope of Employment**

When a member of the Lincoln Police Department who is covered by this Agreement, shall attend a training, event, or function approved by the Chief of Police or his/her designee the member shall be compensated at the current I.R.S. rate, for the use of their personal vehicle if used. All efforts to use a department-owned vehicle shall be made. The measurement shall start from the Lincoln Police Department to the site. The Town also agrees to pay said member the Federal Per Diem Rate for meals for the jurisdiction in which the training, event, or function is being held. Paid travel time shall start from leaving Lincoln Police Department to the training site.

## ARTICLE VI

### **Section 1. Work Schedules**

#### **(a) Regular Work Week**

The members of the Police Department shall work 37.2 hours per week, four days of duty, followed by two days of leave. During vacation men may be switched around, but only if no other means exists.

#### **(b) Administrative Work Schedule**

Effective July 1, 2012, in addition to the regular 37.2-hour work schedule, the Chief of Police, at his/her discretion, may assign officers covered under this Agreement to administrative duties, non-patrol divisions within the Police Department, or to law enforcement duties outside of the Police Department.

Employees assigned to an administrative schedule may be assigned to work a forty (40) hour work week of five (5) days of duty followed by two (2) days leave. Officers assigned to an administrative forty-hour work week will be compensated in addition to all the benefits provided in this Agreement, an additional six (6) days or forty-eight (48) hours of flex time leave for each year commencing on July 1 and ending on June 30.

In the event the assignment is for a period of time less than one year in duration, the flex time compensation will be prorated accordingly. Administrative flex time is not accruable and must be taken within the July 1 to June 30 fiscal year in which it was accumulated.

Officers assigned to the Administrative Work Schedule shall be permitted to work overtime as set forth in Article VI, but only after the assignment has first been offered to all the officers in the Uniform Division and no officer has voluntarily accepted the overtime assignment.

Pursuant to Article II, Management Rights, and Article V, Section 3, Transfer to Other Divisions, assignment to a forty-hour administrative schedule may be rescinded at the discretion of the Chief of Police.

**Section 2. Overtime**

(a) The Town agrees to compensate by overtime all officers who work in excess of the normal working hours as set forth in Section 1, of this Article. Overtime shall mean any work, excluding sick leave, over eight (8) hours in any 24-hour period. Members of the Police Department who work over eight (8) hours in any 24-hour period shall be paid at a rate of 1 1/2 times their regular hourly rate. Time worked in any hour in excess of 30 minutes shall be compensated for the full hour.

(b) For purposes of clarifying overtime, Section (c), (d), (e), and (f) shall pertain only to the uniform division.

(c) If a detective division has need to draw from the uniform division for overtime assignments, seniority will prevail.

(d) If a hold over is necessary, seniority on the present working shift will prevail. If the hold over position is not filled, call back by seniority will govern.

(e) For the purpose of call back, a revolving seniority list will apply to stake outs, call back and breathalyzer operator. It is understood in this provision that a breathalyzer operator can only be called in when a qualified breathalyzer operator is not on duty.

(f) In all areas of overtime in the uniform division when an officer refuses or is unable to be contacted, the next senior officer on the list will be notified. Notification, for the purposes of clarification, will be the honest attempt by the officer in charge or his designee to make contact with the most senior officer. If the officer in charge or his designee is unable to make contact with

the most senior officer, the senior officer that was called has no recourse. In the event no officer in the uniform division accepts the overtime assignment, and before any officer is held over, the overtime assignment will be offered to those officers outside the uniform division that work the administrative schedule.

(g) Effective July 1, 2012, compensatory time may be accrued to a maximum of two hundred fifty (250) hours and used in accordance with the Fair Labor Standards Act (“FLSA”) and applicable Departmental Rules and Regulations. Effective with the date of ratification of this contract, one hour of compensatory time shall be received for each day a detective is “on call,” excluding actual call back.

### **Section 3. Call Back**

All employees covered by this Agreement who are called back to duty after having completed their normal shifts shall be compensated for at least four (4) hours overtime as set forth in Section 2 of this Article.

### **Section 4. Court Appearance**

(a) Members of the Police Department who must appear in court representing the Lincoln Police Department on Town business, civil or criminal, at a time when they would normally be off duty shall be compensated at a rate of 1 ½ times their regular hourly rate with a minimum of four (4) hours.

(b) Members of the Police Department who are put on stand-by for court appearance representing the Town Police Department on Town business at a time when they would normally be off duty shall be compensated at a rate of 1 ½ times their regular hourly rate for a minimum of two (2) hours.

## **Section 5. Manning**

A minimum of three (3) uniformed police officers shall be on patrol at all times. Should there be no Lieutenant or Sergeant on duty, the senior patrolperson will be compensated only for hours actually worked at the Sergeant's base rate of pay.

## **Section 6. Private Details**

Effective October 29, 2018, all regular police details, except vehicle traffic control, will be paid to the officer at time and one half of the top step patrol officer rate (hereinafter "detail rate") per hour.

- Details exceeding 8 hours will be paid at time and a half the detail rate.
- Details requested on those holidays listed in this Agreement will be paid at time and a half the detail rate.
- All details will be billed at a four (4) hour minimum.
- All Vehicular Traffic Control details will be paid to the officer at time and one half of the detail rate per hour.
- All Details exceeding 8 hours will be paid to the officer at time and a half the detail rate except civic and Town details (including the School Department).
- All Details requested between the hours of after 4:00 p.m. and prior to 7:00 a.m. will be paid to the officer at time and a half the detail rate, except civic and Town details (including the School Department).
- During the hours of 8:00 a.m. to 4:00 p.m. details with less than four (4) hours' notice will be paid at time and a half the detail rate.
- All Details requested on Sundays between 8:00 a.m. and 4:00 p.m. will be paid to the officer at time and a half the detail rate, except civic and Town details (including the School Department).
- All Details requested on Sundays outside of the hours of 8:00 a.m. and 4:00 p.m. will be paid at double the detail rate, except civic and Town details (including the School Department).
- All Details requested on those holidays listed in this Agreement will be paid at double the detail rate, except civic and Town details (including the School Department).
- Vehicular traffic control details will be billed at an eight (8) hour minimum, if more than four (4) hours, but less than eight (8) hours.

Administrative and vehicle fees remain the sole discretion of the Town.

All policies related to police details will be issued by the Chief of Police and serve as an issuance of departmental policy.

RIDOT may establish rates on applicable traffic details billed directly to the State of Rhode Island

that limit or exceed the rates designated in this Agreement.

Acceptance of Police Details are considered voluntary; if a detail request cannot be filled and the Chief or his designee determines the detail request essential to the mission of the department, he/she will maintain the right to assign an officer to said detail pursuant to requirements related to minimum manning, overtime, and/or callback provisions contained in this CBA.

Private detail assignments shall be governed by such Police Department general orders, policies and procedures and rules and regulations as now exist or as hereafter may be promulgated by the Chief of Police or his designee, subject to approval by the Town Administrator. Police Officers assigned to private details shall conduct themselves in compliance with all relevant rules and regulations of the Department.

An officer injured while working in the course and scope of a private detail assignment shall be considered injured in the line of duty.

Any and all disputes of whatever nature arising out of or related to this Article and the subject of private details shall not be subject to the grievance arbitration procedure of this Agreement.

## **ARTICLE VII**

### **Section 1. Vacations**

(a) Members of the Police Department with one year of service shall receive 12 working days' vacation with pay in an amount equal to their regular salary excluding overtime payments.

(b) Members of the Police Department with three years of service shall receive 16 working days' vacation with pay in an amount equal to their regular salary excluding overtime payments.

(c) Members of the Police Department with five years of service shall receive 20 working days' vacation with pay in an amount equal to their regular salary excluding overtime payments.

(d) Members of the Police Department with ten years of service shall receive 28 working days' vacation with pay in an amount equal to their regular salary excluding overtime payments.

(e) Vacation period shall begin as of July 1 and end as of June 30 for each year of the contract.

(f) In the event of death, vacation pay due any officer will be paid to surviving widow/widower, children, mother, father, or other dependents, as outlined in the IRS Guidelines.

## **Section 2. Vacation Carry Over**

All members of the Police Department will be allowed to carry over up to eight (8) working days' vacation to the next fiscal year, but said vacation days must be used before the end of the current calendar year.

## **Section 3. Vacation Schedule**

Vacations shall be granted according to length of service in rank and then according to seniority in the Department. Vacations may be taken at the convenience of each officer as long as there is no violation of Article VI, Section 5 on page 11. Two officers from each shift may be on vacation at the same time as long as there is no violation of Article VI, Section 5 on page 11. During the months of July through September no more than 8 working days' vacation in succession may be taken by any one officer.

The vacation schedule shall be placed in a conspicuous location in the Police Department by the Chief of Police, and the time period for applying for vacation leave in accordance with the provisions of this section shall be so stated in the posted schedule. May 1<sup>st</sup> shall be the first day that any vacation request can be submitted for the upcoming period commencing July 1.

Vacation requests will be submitted to the Chief of Police, or his designee and the date and time shall be recorded on the vacation request card when it is submitted. The vacation request will be granted unless a senior member as defined in Article III, Section 1(a) has submitted a request within five (5) calendar days of the prior request. If no other vacation request is submitted during the five (5) calendar days then the officer's vacation request shall be approved by the Chief or his designee.

Once a vacation request has been approved, an officer cannot be bumped or refused

vacation unless there is a bona fide emergency declared by the chief which would require the need for more officers to be on duty.

Upon advance written notice to the Chief of Police, and with his approval, up to fifteen (15) vacation days may be discharged by an officer in one, two or three-day increments within a fiscal year. In no event shall an officer's request for incremental discharge of vacation leave supersede or interfere with any other officer's request or selection to discharge a full week of vacation leave.

#### **Section 4. Paid Holidays**

The following holidays shall be paid holidays for all members of the Lincoln Police Department and shall become part of base pay; but shall not be used for the purpose of computing overtime pay or step increases:

- New Year's Day
- Lincoln's Birthday
- President's Day
- Victory Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Memorial Day
- Police Memorial Day (May 15)
- Juneteenth
- Independence Day

Members of the Police Department shall be paid at the rate of twice their daily pay for duty on the above holidays. Members of the Police Department whose normal leave is on any of the above holidays shall also receive double pay. For members of the Police Department assigned by the Chief of Police to a forty-hour Administrative Schedule as defined in Article VI, Section 1(b) the above holidays will constitute normal leave. If a holiday falls on a Saturday, the employee

shall be granted a full day off with pay on the preceding Friday, provided the holiday is not a regularly scheduled work day. If a holiday falls on a Sunday, the employee shall be granted a full day off with pay on the succeeding Monday, provided the holiday is not a regularly scheduled work day. If a holiday falls on a Sunday, the employee shall be granted a full day off with pay on the succeeding Monday, provided the holiday is not a regularly scheduled work day.

Any member of the Police Department called back to duty on any of the above holidays shall receive four (4) hours pay at 1 ½ times their regular rate plus eight (8) hours double pay.

## **ARTICLE VIII**

### **Section 1. Clothing Allowance**

(a) The Town shall provide initial uniform equipment for all full-time members of the Lincoln Police Department as described below:

#### **Authorized Initial Uniform Issue**

- Summer Class A hat
- Winter Class A hat
- Baseball hat
- Rain hat (cover)
- Department shoes
- Department boots
- (1) Class A Winter shirts
- (1) Class A Summer shirts
- (2) Class A Pants
- (2) Class C Patrol Uniform Winter Shirt
- (2) Class C Patrol Uniform Summer Shirt
- (2) Class C Patrol Uniform Pants
- (2) Tie
- Weapon – 9 mm semi-automatic
- Holster
- Ammo pouch (double)
- (2) Magazines
- Handcuff case
- Cuffs
- Expandable Baton
- Flashlight
- Baton Holder

Keepers  
Gloves – dress lined gloves  
Winter Coat  
Rain Coat  
Patches  
Badges (3) - hat/inside & outside jacket & uniform  
Lightweight jacket  
Belt – inner and outer  
Body armor with outer carrier

Any changes or additions to the authorized uniform issue shall be paid by the Town.

(b) The Town shall provide uniforms and equipment for all full-time members of the Lincoln Police Department. Requisitions for clothing and equipment shall be approved by the Chief of Police and the amount of such requisition may be limited to no more than one thousand three hundred dollars (\$1,300) per officer per fiscal year.

Effective July 1, 2012, under the allowance provided in Article VIII, Section 1(b) subject to approval of the Chief of Police regarding uniformity, manufacturer, and permitted use, officers may also elect to purchase the following additional clothing and equipment:

BDU style uniform  
Duty style bag or briefcase  
Tactical style bag  
Tactical vest and accessories  
Mock neck style undershirt

(c) The Town with approval of the Chief of Police will allow up to one thousand and three hundred dollars (\$1,300) per officer per fiscal year for the purpose of cleaning and upkeep of clothing used in police work.

(d) The Town with approval of the Chief of Police will disperse the cleaning and upkeep of clothing funds in July of each fiscal year.

(e) Effective 7/1/96, the Town shall provide body armor with the approval of the Chief of Police to all full-time members of the Lincoln Police Department requesting same. Said armor

shall thereafter become part of the Authorized Initial Uniform Issue list as described in Section 1. Any replacement costs for body armor shall be taken from the employee's clothing allowance as described in Section 1(b) above. Effective 7/1/96 the wearing of Town purchased body armor will be mandatory.

(f) Newly hired recruits will receive a pro-rated amount of the clothing and cleaning allowance during their first year of employment.

## **ARTICLE IX**

### **Section 1. Sick Leave**

(a) Sick leave shall be defined as the absence from duty of any officer of the Police Department due to personal illness or bodily injury which is not causally related to police duty. Sick leave will be authorized only for a medically necessary absence because of an officer's inability to perform the essential functions of his regularly assigned duties and responsibilities.

Local 435 and the officers of the Police Department acknowledge and agree that regular and predictable attendance is an essential function of employment.

(b) To be eligible for sick leave pay said employee must have a minimum of six (6) months' continuous service and must notify the desk officer at least one hour prior to the time for reporting for work. Should the shift be left short as defined in Article VI, Section 5 due to sick leave the desk officer must notify the Officer in Charge who will then correct the situation.

(c) In the event the officer's sick leave extends beyond three days duration, he must furnish the Chief of Police and Personnel Director with a physician's certificate. Additionally, any such certificate must include confirmation of the officer's impairment to perform the essential functions of his duties and responsibilities. The Town reserves the right, at any time, to require an officer to submit to a medical examination and evaluation if he discharges sick leave excessively or in a

pattern indicative of suspected abuse or impropriety.

(d) Sick leaves of one, two or three days' duration unsubstantiated by a doctor's certificate may be granted or denied by the Chief of Police.

(e) Employees of the Police Department shall be credited with sick leave in the amount of one and one-half (1 ½) days for each month work, provided, however, that they have not been off the payroll for more than fifteen (15) days in any month due to a non-work related illness or injury.

Officers shall be permitted to accrue unlimited sick leave. Upon retirement, Officers shall be paid one hundred percent (100%) of their daily rate for up to two hundred twenty-five (225) days of accumulated sick leave. Any accumulated sick days over the two hundred twenty-five (225) days shall be paid out at fifty percent (50%) of the officer's daily rate. Any officer that has accumulated two hundred fifty (250) sick days as of June 30, 2023, shall be paid out at one hundred percent (100%) of the officers' daily rate for up to two hundred fifty (250) sick days.

Accumulated sick leave, or any portion thereof, may be used toward early retirement after completion of 19 years of active service for officers hired prior to July 1, 2013, and after completion of 24 years of active service for officers hired after July 1, 2013.

Upon the commencement of early retirement, the officer will resign his/her employment with the Town and will be retired. Between the date of early retirement and the date the officer reaches his or her normal retirement (whether 20 or 25 years) he or she will receive regular payroll disbursements of accumulated sick leave and continue to have the employee's share of pension contributions withheld until reaching his/her normal retirement date. The officer may also elect to receive a lump sum payment in lieu of regular payroll disbursements and the Town shall withhold the necessary pension contributions due for normal retirement. The payroll distribution of accumulated sick leave towards early retirement will result in no additional sick leave, holiday,

pay or vacation credits being accrued or applied.

Officers electing to apply for early retirement must first utilize all outstanding vacation and comp- time accrued prior to application of accumulated sick leave. Officers utilizing this option will be entitled to all post-retirement benefits otherwise granted upon early retirement under the terms of this Agreement, including retiree health care, but excluding pension benefits which will not be due until reaching normal retirement (20 or 25 years).

(f) Upon exhaustion of all accumulated sick leave for non-work related illness or injury, the employee will be placed on “leave without pay” status. During said leave, employees are not eligible to accrue sick leave, vacation leave, paid holiday pay, clothing or cleaning allowance.

(g) In the event of death, accumulated sick leave will be paid to the officer’s duly authorized personal representative of his estate, or such other payee as allowable under Rhode Island law. In the event of death during the early retirement period, the officer’s spouse (if she remains unmarried) or dependent children under age eighteen (18) will receive all benefits associated with normal retirement.

(h) Consistent with applicable governmental regulations, an officer discharging paid leave under this section will have such leave counted against his cumulative allowance under the Family and Medical Leave Act of 1993 and the Rhode Island Parental and Family Medical Leave Act, provided however that nothing herein shall prohibit an officer from discharging leave without pay as allowable under either of the foregoing statutory provisions.

(i) In circumstances in which an officer’s spouse or child is ill, the employee may be granted sick leave, if attendance upon said officer’s spouse or child is medically necessary. To be eligible to receive sick leave under these circumstances for a period longer than two (2) consecutive days, the officer shall be required to submit an affidavit substantiating the necessity

for attendance upon such ill spouse or child and/or a certificate of an attending physician substantiating the foregoing. An officer discharging paid leave under this section will have such leave counted against his cumulative allowance under the Family Medical Leave Act of 1993 and the Rhode Island Parental and Family Medical Leave Act.

**Section 2. Medical Benefits**

(a) The Town reserves the right to provide an alternative health insurance carrier provided that said alternate health insurance carrier provides comparable health insurance coverage. Effective July 1, 2018, the cost of this coverage shall be capped at \$990 per year for an individual plan (\$19.03 per week) and \$2,285 per year for a family plan (\$43.94 per week). Effective July 1, 2019, the cap shall increase to \$1,090 per year for an individual plan and \$2,485 per year for a family plan. Effective July 1, 2020, the cap shall increase to \$1,190 per year for an individual plan and \$2,685 per year for a family plan. The employees' share shall be payroll deducted. Should the employee, for any reason, be off the payroll, it shall become the responsibility of the employee to continue to contribute his share of the premium on a payroll scheduled basis. The employee shall be responsible for a co-payment according to the following schedule:

Primary Care Office Visit	\$15
Specialist Office Visit	\$25
Urgent – Visit Office Visit	\$50
ER Co-Pay	\$100
Drug Co-Pay	\$7/25/40

(b) The employer agrees to provide Basic Delta Dental or equivalent with additional Benefits Rider DD-101 and DD-102 Family Plan for employees on duty and covered under this Agreement. The employer also agrees to provide additional coverage with Level IV under the Delta Dental Plan or equivalent. Effective July 1, 2018, the cost of this coverage shall continue to be borne ninety percent by the employer, ten percent by the employee, and shall cap at .71 per

week for an individual plan and \$2.18 per week for a family plan. The employee's share shall be payroll deducted. Should the employee, for any reason be off the payroll, it shall become the responsibility of the employee to continue to contribute his share of the premium on a payroll scheduled basis. Retired members of the bargaining unit are not covered for benefits under this provision.

(c) Upon normal retirement of those members hired prior to July 1, 2013, the Town will continue paying a family healthcare plan as provided in this Agreement or the equivalent thereof providing that equal coverage is not obtained elsewhere through another employer. (This does not include the Vision Care Plan or Emergency Room Rider coverage outlined in Section (a) above). The cost of the plan shall be fully borne by the Town (i.e., there is no retiree co-share). However, should coverage be afforded through another employer and subsequently cease he/she shall again obtain coverage under the Town plan beginning the first of the month following notice to the Finance Department.

The Town agrees to purchase family healthcare coverage, or the equivalent thereof, for members hired prior to July 1, 2013, after the retiree reaches age 65 or is Medicare eligible. The cost of the plan shall be fully borne by the Town (i.e., there is no retiree co-share).

(d) Upon normal retirement of those members hired after July 1, 2013, the Town will continue paying a single coverage healthcare plan, or the equivalent thereof, as provided in this agreement, excluding vision care or Emergency Room Rider outlined in section (a) above. The cost of the plan shall be fully borne by the Town (i.e., there is no retiree co-share). If equal coverage is afforded elsewhere through another employer, or available through a spouse's employer the Town may cease to provide coverage. However, should coverage provided by another employer or spouse cease, he/she shall again be provided the stated coverage by the Town

beginning the first of the month following notice to the Director of Human Resources.

The Town agrees to purchase single healthcare coverage, or the equivalent thereof, for members hired after July 1, 2013, after the retiree reaches age 65 or is Medicare eligible. The cost of the plan shall be fully borne by the Town (i.e., there is no retiree co-share).

In addition to the post-retirement medical coverage afforded those employees hired after July 1, 2013, those members at their own expense, subject to Plan requirements, can purchase additional Family coverage, under the Town's plan, at the working rate at the time of purchase, and any subsequent changes, until the retiree reaches their sixty-fifth (65<sup>th</sup>) birthdate or until eligible for Medicare.

(e) In the event of death of a retired member as defined in sections (c) or (d) above, the surviving widow/widower may, subject to healthcare provisions of the current Agreement, purchase coverage under the Town's plan providing the premium is paid for six months in advance. This clause shall remain in effect until remarriage, coverage obtained elsewhere, or until eligible for Medicare.

(f) Upon presentation of proof of alternative healthcare coverage, employees eligible for health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees making this choice shall receive a sum of \$2,500. For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to Section 2(a) and (b) above, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to a pro-rata payment under this Section for that year.

(g) When a member of the bargaining unit and a spouse are both employees of the Town, then the Town need not buy coverage for both, but said Bargaining Unit member shall be eligible for the healthcare buyout under the provisions of (f) above.

(h) Effective July 1, 2024, for officers hired on or after July 1, 2024 who constitute a “lateral transfer” as will be defined by joint agreement of the parties, the following provisions shall apply concerning retiree health insurance:

A lateral transfer that completes ten (10) years of service with the Lincoln Police Department and reaches age fifty-eight (58) shall be entitled to a single health insurance plan with the Town contributing twenty-five (25%) of the cost of said insurance premium.

A lateral transfer that completes fifteen (15) years of service with the Lincoln Police Department and reaches age fifty-eight (58) shall be entitled to a single health insurance plan with the Town contributing fifty (50%) of the cost of said insurance premium.

A lateral transfer that completes twenty (20) years of service with the Lincoln Police Department and reaches age fifty-eight (58) shall be entitled to a single health insurance plan with the Town contributing seventy-five (75%) of the cost of said insurance premium.

A lateral transfer that completes twenty-five (25) years of service with the Lincoln Police Department and reaches age fifty-eight (58) shall be entitled to a single health insurance plan with the Town contributing one hundred percent (100%) of the cost of said insurance premium.

For lateral transfers who already have health insurance coverage through a former employer, he or she shall not be eligible for health insurance in retirement by the Town regardless of years of service, unless he or she loses existing coverage. The remaining coordination of benefits language currently applicable to currently employed officers is also applicable to lateral transfers.

**Section 3. Personal Days**

Each employee on duty and covered under this Agreement will be allowed two (2) personal days at the discretion of the Chief of Police provided that forty-eight (48) hours' notice, in writing, is given. One day shall be deducted from employee's accumulated sick leave and one shall not be deducted.

**Section 4. Bereavement Leave**

All members of the bargaining unit shall be allowed up to five (5) days bereavement leave without loss of pay due to the death of a member of the immediate family, i.e., mother, father, stepmother, stepfather, husband, wife, child, brother, sister, grandparents, mother-in-law and father-in-law. Should an employee request additional leave, said leave may, at the discretion of the Chief, be granted as unpaid leave up to but not exceeding seven (7) days.

In the event there is a death in the employee's family, but not in the immediate family as defined above, the employee shall be granted one (1) day to attend the funeral.

**ARTICLE X**

**Section 1. Injuries Incurred in the Line of Duty**

Employees of the Police Department who are injured in the line of duty as defined by Chapter 45-19 of the General Laws of Rhode Island, 1956, as amended, shall receive the benefits as provided in said Chapter 45-19. Provided, however, that no member of the Police Department shall be entitled to receive an amount in excess of his salary or wage to which said police officer would have been entitled had he not been so incapacitated, or to receive medical benefits to be paid by the Town amounts received from any insurance provided by the Town shall be deducted. Such benefits shall in no case duplicate payments made pursuant to Article XIII, Section 1 hereof.

This benefit is in addition to any other benefit a member may be entitled to under this

Agreement and federal, state or municipal law.

(a) In the event of a dispute as to the nature, extent or causation of an injury, illness, disability, or recurrence thereof or as to the medical necessity or reasonableness of medical services and expenses, it shall be resolved in the manner provided in (b).

(b) A physician designated by the Town and a physician designated by the officer or Local 435 shall select a neutral physician to examine the officer and review all relevant medical records and invoices. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three physicians shall be controlling, provided however, that the Town or Local 435 have the right to have said determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other aspects, such an arbitration shall be governed by the arbitration provisions set forth in this Agreement. Pending conclusion of the dispute resolution process set forth herein, the member shall continue to receive the benefits allowable under this section and applicable law.

(c) An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty shall be prohibited from engaging in outside employment while said incapacity exists, if said employment would substantially impede recovery.

(d) Whenever injury is caused by the negligence of some other person and the employee is compensated thereof, he shall reimburse the Town for such amount as the Town may have paid on his behalf, or, if the employee shall fail or refuse to prosecute such a claim, he shall subrogate and assign such claim to the Town.

## **Section 2. Light Duty**

The Town may require a partially disabled officer to report and perform light duty available

within the Police Department, provided that such light duty is consistent with the Officer's physician and provide further that such light duty assignment will not impede the officer's recovery. Any disputes arising out of this Article shall be resolved under the procedure set forth in Article X, Section 1, paragraph (b). An officer shall not be required to report to perform light duty until any such dispute has been resolved. Nothing within this Article shall be construed to abrogate any of the rights or obligations under Title 1 of the Americans with Disabilities Act.

### **Section 3. Duty Related IOD Conversion to Disability Pension**

To provide disability retirement benefits to officers recognized as Injured on Duty pursuant to RIGL 45-19-1 that are unable to return to work within twelve months, consecutively, or cumulatively within an eighteen month period. Within eighteen (18) months of being injured, the employee or the Town shall submit for a duty related disability retirement allowance. If a person with injured on duty status fails to submit for a duty related disability retirement allowance within the eighteen (18) month period set forth in this subsection, the person's injured on duty payments shall terminate, unless said person provides to the Town a written opinion from a physician that states that it is the physician's opinion, to a medical degree of certainty, that the person will be able to return to work within six (6) months. In such event, the injured person may continue to receive injured on duty payments for a period, not to exceed six (6) months, after the initial eighteen (18) month period expires. In the event of a dispute as to the officer's ability to return to work or conversion to disability pension status, it shall be resolved in the following manner:

(i) A physician designated by the Town and a physician designated by the officer or Local 435 shall select a neutral physician to examine the officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority

of these three physicians shall be controlling, provided however, that the Town or Local 435 shall have the right to have said determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other aspects, such an arbitration shall be governed by the arbitration provisions set forth in this Agreement. Pending conclusion of the dispute resolution process set forth herein, the member shall continue to receive the benefits allowable under this section and applicable law.

Upon retirement for a duty related disability, a member shall receive a retirement allowance equal to sixty-six and two-thirds percent (66 2/3%) of the rate of the member’s compensation at the date of the member’s retirement or consistent with applicable law.

The Town will continue to provide family medical benefits as prescribed in Article IX, Section 2(a) and (b) to any officer receiving any officer receiving a duty related disability pension until the officer would have otherwise been eligible for normal retirement under the terms of this Agreement. Upon reaching his/her otherwise normal retirement date, the officer will receive a single coverage medical plan as provided in the current Agreement until reaching his/her sixty-fifth birth date or Medicare eligible. The cost of the plans shall be fully borne by the Town (i.e., there is no retiree co-share).

**ARTICLE XI**

**Section 1. Salaries**

Salaries for employees in the Police Department shall be as follows:

<b>Position</b>	<b>7/1/24</b>	<b>7/1/25</b>	<b>7/1/26</b>
	<b>4%</b>	<b>4%</b>	<b>3.5%</b>
Recruit	52,825.88	54,938.07	56,861.78
2nd Year Patrolman	60,551.99	62,974.07	65,178.16

3 <sup>rd</sup> Year Patrolman	72,868.30	75,783.03	78,435.44
4 <sup>th</sup> Year Patrolman	78,988.05	82,147.57	85,022.73
Inspector	80,497.62	83,717.52	86,647.63
Sergeant	85,236.93	90,726.40	95,971.82
Lieutenant	88,035.40	93,636.81	98,984.01
Captain	90,966.80	96,685.47	102,139.46
Deputy Chief	94,357.86	98,132.17	101,566.80

In addition to the foregoing wage increases, effective July 1, 2024 and July 1, 2025, for all officers holding the rank of Sergeant, Lieutenant and Captain, the Town will increase base salary by adding \$2,000 to the base salary after application of the wage increase set forth above so that the following salaries shall be effective and paid for these classifications effective July 1, 2024 and July 1, 2025.

<b>Position</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
Sergeant	87,236.93	92,726.40
Lieutenant	90,035.40	95,636.81
Captain	92,966.80	98,685.47

Lateral transfers are police officers hired who have been employed as police officers in another City, Town or State and have the ability to obtain a certification from the Rhode Island Police Officers Commission on Standards and Training (“POST) as described in Town Ordinance. Upon hire, lateral transfers shall be placed on an appropriate salary step commensurate with his or her years of experience as a police officer, but in no event shall new lateral transfer officers be

place any higher than 4<sup>th</sup> year patrol officer. Lateral transfers are not eligible for pension credit, step increase in Section 2 of this Article or seniority based on prior experience.

**Section 2. Step Increases**

(a) All members of the Lincoln Police Department with three years of service will receive 1 percent of their base pay for each of the fiscal years covered by this Agreement.

(b) All members of the Lincoln Police Department with four years of service will receive 2 percent of their base pay for each of the fiscal years covered by this Agreement.

(c) All members of the Lincoln Police Department with five years of service will receive 3 1/2 percent of their base pay for each of the fiscal years covered by this Agreement.

(d) All members of the Lincoln Police Department with ten years of service will receive 5 1/2 percent of their base pay for each of the fiscal years covered by this Agreement.

(e) All members of the Lincoln Police Department with fifteen years of service will receive 8 percent of their base pay for each of the fiscal years covered by this Agreement.

(f) All members of the Lincoln Police Department with twenty years of service will receive 8 1/2 percent of their base pay for each of the fiscal years covered by this Agreement.

(g) All above step increases will become part of base salary and paid along with the regular pay schedule.

**Section 3. Shift Differential**

Effective July 1, 2003, any member of the bargaining unit assigned to or working the 4:00 PM to 12:00 AM shift shall receive shift differential pay in the amount representing one percent (1%) of the officer's base pay. Effective July 1, 2003, any member of the bargaining unit assigned to or working the 12:00 AM to 8:00 AM shift shall receive a shift differential pay in the amount representing one and one-half percent (1 1/2 percent) of the officer's base pay. Any officer

working the above-referenced shifts shall receive shift differential pay, whether the shift is worked as part of a regular assignment or on an overtime basis.

**Section 4. Direct Deposit**

Each officer shall have direct deposit to the financial institution of his choice or direct payment to the officer.

**Section 5. Accreditation Bonus**

Each officer shall receive sixteen (16) hours of compensatory time for maintaining Accreditation status from the Rhode Island Police Accreditation Commission (“RIPAC”). This shall be granted to each officer annually on December 1<sup>st</sup>.

**ARTICLE XII**

**GRIEVANCE PROCEDURE**

**Section 1. Definition, Exemption, Exclusivity**

A grievance is a dispute between an employee (or the Union) and the Town which involves the application, meaning or interpretation of the express provisions of this Agreement; provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this Article shall comprise the sole and exclusive dispute resolution process for a grievance.

**Section 2. Procedural Steps**

Step 1. Not later than fifteen (15) working days after the event giving rise to the grievance, an employee (or the Union) must submit his grievance in writing to the Chief of Police. The Chief of Police or his designee shall respond in writing within five (5) working days of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by an

employee (or the Union) to the Town Administrator, within ten (10) working days thereafter. The Town Administrator shall give his written answer to the grievance within ten (10) days after receipt of the grievance. Should the Town Administrator fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

**Section 3. Written Presentation.**

All grievances presented in accordance with the procedures set forth in Section 2 shall include: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and the remedy sought. All grievances shall be signed and dated by a duly authorized Union representative. The Chief of Police, Town Administrator or Union representatives may request a meeting with the aggrieved employee(s).

**Section 4. Time Limitations**

The time limitations set forth in Section 2 are of the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Town and Union may extend them by mutual written agreement.

**Section 5. Submission to Arbitration**

Any grievance, as defined in Section 1 of this Article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Town with a written demand for arbitration within fifteen (15) working days after the response of the Town Administrator is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the grieving employee's and the Union's right to

demand arbitration.

**Section 6. Arbitrator Selection**

The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish the Union and the Town a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

**Section 7. Arbitrator's Authority and Jurisdiction**

The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any salary rate or salary structure.

**Section 8. Binding Effect**

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

**Section 9. Fees and Expenses of Arbitration**

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.

**ARTICLE XIII**

**Section 1. Pension**

For the purpose of providing retirement benefits for eligible employees under the provisions of the Town of Lincoln Retirement Plan, the employee agrees to contribute six percent (6%) of his gross annual salary, excluding overtime, to the Town of Lincoln Retirement Plan.

Effective July 1, 2004, this contribution shall be increased to eight percent (8%). Effective July 1, 2025, all officer contributions to the Plan shall increase from eight percent (8%) of gross annual salary, excluding overtime, to nine percent (9%) of gross annual salary, excluding overtime. Effective July 1, 2026, all officer contributions to the Plan shall increase from nine percent (9%) of gross annual salary, excluding overtime, to nine and one half percent (9.5%) of gross annual salary, excluding overtime. This contribution is to be deducted by means of payroll deduction by the employer.

The employer agrees to contribute the remainder of the cost necessary to provide a retirement benefit of 2 1/2% of the employee's base pay including holiday pay and step increases when multiplied by the employee's years of service after he is included in the plan.

The normal retirement period will be the first day of any month after the employee completes twenty (20) years of service or reaches his fifty-eighth birthday, whichever occurs first, and provided the employee has completed ten (10) years of service to the Town.

Officers hired after July 1, 2013, will receive a retirement benefit of 2 percent when multiplied by the employee's years of service after he/she is included in the plan. The normal retirement period will be the first day of any month after the employee completes twenty-five (25) years of service or reaches his/her fifty-eighth (58) birthday. The pension allowance will be based on the average of the employee's highest three (3) years of salary.

The payment of such pension benefits shall be suspended during any period of incapacity for which the employee receives benefits pursuant to Article X, Section 1 hereof. Upon the death of any regular or permanent police official who has retired from the Town after January 1, 1950, sixty-seven and one-half percent (67 1/2%) of the benefits paid to such retired policeman shall be paid to his dependent widow/widower, for his/her lifetime until he/she remarries, or if there be no

widow/widower or the widow/widower remarries, then the benefit shall be paid to his dependent children until they attain the age of eighteen (18). The complete details of the John Hancock Life Insurance Company and the Town of Lincoln, Rhode Island Pension Plan, dated effective September 1, 1970, and any amendments will remain in the Town Hall for examination.

**Section 2. Accruals Beyond Normal Retirement**

All members of the Lincoln Police Department who elect to remain after 20 years of service will receive an additional 2 percent increase in retirement benefits up to and including his 25<sup>th</sup> year.

All officers hired after July 1, 2013, who elect to remain after 25 years of service will receive an additional 2 percent increase in retirement benefits up to and including his/her 30<sup>th</sup> year.

**Section 3. Mandatory Retirement**

Effective July 1, 2015, mandatory retirement of all members of the Police Department shall be required after 30 years of service, regardless of age.

**Section 4. Life Insurance**

The Town shall provide term life insurance for each officer in the amount equivalent to the officer's base yearly salary.

**Section 5. Non-Duty Related Disability Pension**

(a) Active police officers, hired prior to July 1, 2012, with ten (10) or more years of service, after he/she is included in the employee pension plan, who become totally and permanently disabled as a Police Officer, as a result of a non-job related injury or illness, who have not yet achieved eligibility to qualify for a normal retirement under provisions of this contract, will be eligible to apply for non-duty related pension benefits. The non-duty related disability benefit will equal 2.5% per year of the employee's base pay, including holiday pay and step increases

when multiplied by the employee's active years of completed service, beginning after he/she is included in the pension plan and ending upon the date the disability pension is granted.

Active police officers, hired after July 1, 2012, with ten (10) or more years of service, after he/she is included in the employee pension plan, who become totally and permanently disabled as a Police Officer, as a result of a non-job related injury or illness, who have not yet achieved eligibility to qualify for a normal retirement under provisions of this contract, will be eligible to apply for non-duty related pension benefits. The non-duty related disability benefit will equal 2% per year of the employee's base pay, including holiday pay and step increases when multiplied by the employee's active years of completed service, beginning after he/she is included in the pension plan and ending upon the date the disability pension is granted.

The total percentage earned and resulting benefit will be based upon an average of the best three (3) years of the employee's salary, including holiday pay and longevity wages. No employee covered under this agreement is eligible to collect non-duty related disability benefits until said employee has first exhausted compensation for all other accrued benefits related to personal, sick leave, vacation and all other provisions allowed under the Family Medical Leave Act of 1993 or related applicable law.

Employees eligible to receive a non-duty related disability are not eligible for additional post-retirement benefits as defined in Article IX, Section 2 (c, d and e) Medical Benefits.

(b) To apply for a non-duty related disability pension an employee must produce a comprehensive medical report from his/her physician, so recognized within the area of expertise related to the illness or injury stated, certifying that the member is totally and permanently disabled from returning to work as a Police Officer.

In the event of a dispute as to an employee's eligibility to receive a non-job-related

disability pension, it shall be resolved in the following manner:

A physician designated by the Town and a physician designated by the officer or Local 435 shall select a neutral physician to examine the officer and review all relevant medical records. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. The decision of the majority of these three physicians shall be controlling, provided however, that the Town or Local 435 shall have the right to have said determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other aspects, such an arbitration shall be governed by the arbitration provisions set forth in this Agreement. Pending conclusion of the dispute resolution process set forth herein, the member shall continue to receive the benefits allowed under applicable law.

**Section 6. Cost-of-Living Adjustment**

Police officers covered by this Agreement who retire after July 1, 2004, shall be entitled to a three percent (3%) compounded cost of living (“COLA”) increase on each anniversary date of retirement from the Town of Lincoln Retirement Plan. Officers hired after July 1, 2015, will receive a 3% compounded COLA, which shall cap 18 years after the date of retirement.

**ARTICLE XIV**

**Section 1. False Arrest**

False arrest insurance will be provided by the Town for employees covered under this contract. The Town shall be responsible for any police officer charged with false arrest and shall indemnify said officer for any award against said officer resulting from false arrest charges.

## ARTICLE XV

### **Section 1. No Strike Clause**

In consideration of the right of employees covered by this Agreement to a resolution of dispute of questions under the Grievance Procedures herein before set forth, the Union for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown, or strike that shall take place. It will immediately notify such employee or employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any employee engaging in any work stoppage, slowdown or strike shall be subject to immediate dismissal by the Town without any right to any of the benefits provided for under this Agreement.

## ARTICLE XVI

### **Section 1. Physical Fitness Standards Committee**

Within six (6) months of the signing of this Agreement, a Union Management Committee shall be formed for the purpose of developing a mutually agreeable set of standards and procedures.

The Town agrees to hold a physical agility test once per calendar year. Those officers who pass the agility test shall be granted sixteen (16) hours of compensatory time.

## ARTICLE XVII

### **Section 1. Tattoos**

Tattoos are generally allowed to be visible while representing the department. The following limitations regarding the display of tattoos while representing the department will be followed: tattoos may not be visible if located on the face, neck, hand or head. Regardless of location, tattoos visible to the public shall not contain profanity, nudity, racial slurs, gang related

content or any other content reasonably expected to be offensive. The list is not all inclusive and the Chief of Police and his/her designee shall have final determination. Tattoos deemed inappropriate must be covered while representing the Department in any official capacity. Any type of covering or concealment shall not interfere or impede the member's ability to perform his or her job.

## **ARTICLE XVIII**

### **Section 1. Duration of Agreement.**

This Agreement and the provisions thereof (except where noted), shall become effective July 1, 2024, and shall continue in full force and be binding upon the respective parties hereto until June 30, 2027, and will continue in force until a new contract has been agreed to by both parties.

Pursuant to G.L. 1956 § 28-9.2-13 the parties agree that the bargaining agent will service written notice for request for collective bargaining on the corporate authorities at least one hundred and twenty (120) days prior to the Annual Financial Town Meeting and will meet and negotiate from time to time within thirty (30) days.

Executed by the authorized representatives of the Town of Lincoln and the International Brotherhood of Police Officers, Local 435 on the date listed below.

TOWN OF LINCOLN  
RHODE ISLAND

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, LOCAL 435

BY: \_\_\_\_\_  
Philip Gould, Town Administrator

BY: \_\_\_\_\_  
Stephen Rodrigues, President

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATED: \_\_\_\_\_







