

**CITY OF CENTRAL FALLS
AND
FRATERNAL ORDER OF POLICE, LODGE 2**



COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2017-JUNE 30, 2022

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PREAMBLE

This Collective Bargaining Agreement (herein "CBA" or "Agreement") is entered into as of the 1st day of July 2017, by and between the City of Central Falls, a municipality within the State of Rhode Island (hereinafter the "City"), and the Central Falls Police Department, Fraternal Order of Police, Lodge No. 2 (hereinafter "FOP Lodge 2").

This Agreement is entered pursuant to the authority granted by the provisions of Chapter 54 of the Public Laws of 1963, as amended, and also referred to as G.L. 1956 § 28-9.2 of the Rhode Island General Laws, the Municipal Police Arbitration Act ("MPAA"), including all amendments thereto.

ARTICLE I: RECOGNITION

The City recognizes FOP Lodge 2 and/or its representative(s) as the sole and exclusive bargaining agent for all full-time police officers, excluding the Chief of Police, for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay, salaries, hours, working conditions, and other terms and conditions of employment.

The words, "member," "member of the bargaining unit," "employee," "officer" and/or "police officer" (or the plurals thereof) when used in this Agreement shall mean all full-time officers of the Police Department, from the rank of Patrolman Grade II up to and including the rank of Major, but specifically excluding the Chief.

The respective rights of the City and the members of the bargaining unit, as represented by FOP Lodge 2, shall be governed and regulated by the terms and provisions of this Agreement and by the terms of the MPAA, so as to provide for the prompt and orderly resolution of all questions of wages, rates of pay, salaries, hours, working conditions, and other terms and conditions of employment arising between the parties during the term thereof.

The City shall deduct dues, fines, and/or assessments as established by FOP Lodge 2 from the

members of the bargaining unit and shall forward such deductions to FOP Lodge 2.

ARTICLE II: EMPLOYMENT SECURITY

Section 1. FOP Lodge 2 Activities

The City agrees that it will not discharge, or cause to be discharged, or discriminate, or cause to be discriminated, in any way, against any member of the bargaining unit, as a result of membership, or lawful activity by such member, in, or on behalf of FOP Lodge 2.

Section 2. Right to Strike Prohibited

(a) Cognizant of the statutory prohibition against strikes, G.L. 1956 § 28-9.2-2 and § 28-9.2-12, no employee covered by this Agreement shall engage in, induce, cause or encourage, directly or indirectly, any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement.

(b) The City shall have the right to discharge or otherwise discipline any employee who violates this Article.

ARTICLE III: RELEASE FOR BARGAINING

Section 1. Time Off for Bargaining Purposes

Members of the bargaining unit, up to a maximum of three (3), who are appointed by the President of FOP Lodge 2 for the purpose of negotiating or bargaining on its behalf with the City, shall be allowed reasonable time off from their tour of duty, with pay, while attending to official FOP Lodge 2 business during negotiations and/or conferences on matters arising out of this Agreement with the City. Time off for bargaining shall include, but shall not be limited to, time off with pay for official Lodge 2 business with respect to grievances, grievance hearings, arbitration and the preparation thereof. Such designated members shall not be required to make up any such time used or taken by them.

Section 2. Time Off for Fraternal Order of Police Business

The FOP Lodge 2 State Trustee will be allowed time off, with pay, for the purpose of attending the monthly meeting of the State FOP Trustees, except that the time will not exceed five (5) hours per meeting. This section applies to employees working the night shift (4:00 p.m.-12:00 a.m.).

Section 3. Time Off for Attendance at Conventions/Conferences

Members who are duly elected as delegates and/or representatives of FOP Lodge 2, not to exceed three (3), shall be afforded time off with pay to attend the State Convention, provided this time off shall not exceed four (4) days per calendar year. Also, time off, with pay, shall be granted to one (1) member to attend the National Convention (which is held every other year) up to a maximum of four (4) days. There shall be no requirement on the part of any member to make up any time so granted above.

ARTICLE IV: MANAGEMENT RIGHTS

Section 1. Issuance of Rules and Regulations

The City shall retain the right to issue, through the Director of Public Safety, as provided by applicable City Charter or ordinance provisions, all rules and regulations governing the conduct of the Police Department provided, however, that no rule, regulation, order or ordinance shall be inconsistent with the terms of this Agreement.

Section 2. Control of Department

Except as there is contained in this Agreement a specific provision expressly abridging or restricting the City's ability to exercise any and all rights, power, and authority granted to it by law and/or in its capacity as an employer, the City shall have the ability to exercise said rights, power, and authority. Such rights, power, and authority include, but are not limited to, the following: to determine the standards and level of services to be offered by the Police Department and the standards applicable to selection for employment; to direct employees; to issue rules and regulations applicable to employees; to maintain the efficiency of governmental

operations; to determine methods, means and personnel by which the City's law enforcement operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its Police Department and the means of performing its services; to hire and assign and transfer employees within the Police Department; and to fulfill all of its legal responsibilities.

Section 3. Furnishing and Amending Rules and Regulations

All members shall be furnished with a copy of the Rules and Regulations upon their appointment to the Police Department. It shall be the duty of the City to promulgate and maintain rules and regulations governing the Police Department. As to any amendment or the repeal of the Rules and Regulations, the City shall furnish all members with exact copies thereof within thirty (30) days after the approval of any amendment or the repeal of any rule or regulation. In the absence of notification as herein required, any amendment or repeal to the Rules and Regulations shall not be effective against any member.

ARTICLE V: SENIORITY & LAYOFFS

Section 1. Seniority in General

Definitions:

Department Seniority. Shall commence on the date of appointment, as a police officer, and seniority shall be computed according to continuous service from the date of original appointment by the City.

Rank Seniority. Shall commence on the date the police officer is sworn into a particular rank and seniority shall be computed according to continuous service within that rank.

If Department and/or Rank Seniority is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said member's continuous service consistent with applicable state and federal law.

In those cases where one or more members are appointed to duty on the same day or by the same general order, then seniority among said individual(s) shall be determined by the highest score using criteria

of the training academy ranking.

Detective Seniority. Upon completing an initial six (6) month probationary period within the Investigative Division, officers assigned to the Investigative Division shall begin to accrue seniority within the Investigative Division. In the event of a reduction of force or layoff within the Division, selection for layoff will follow Detective Seniority in inverse order.

Seniority lists of various positions of the Police Department shall be posted by the Police Department semi-annually in the Police Station. A copy shall be supplied to FOP Lodge 2.

Section 2. Accumulation of Seniority

Department and/or Rank Seniority shall accumulate during absence, because of illness, injury, vacation, or other authorized leave.

Section 3. Seniority for Shifts, Beats and Districts

- (a) Rank Seniority shall prevail with respect to transfers to shifts.
- (b) With respect to assignments to beats and/or districts, the following rules shall govern:

- (1) Rank Seniority shall prevail as far as practicable;
- (2) Whenever not practicable for Rank Seniority to prevail with respect to assignments to beats and/or districts, then in such event the more senior officer or officers shall in no case be assigned to a foot post for more than two (2) tours of duty in any one (1) cycle. ("Cycle" for the purposes of this Section shall mean a six (6) day period consisting of four (4) work days followed by two (2) days off);
- (3) No member shall be entitled to the same beat and/or district for more than two (2) of his/her four (4) tours of duty in any one (1) cycle.

(c) Notwithstanding subsection (b), appointments of sworn officers in the following positions shall be at the discretion of the Chief of Police: (i) Detective Commander; (ii) Accreditation Manager; (iii) School

Resource Officer; (iv) Special Investigative Unit Officer; and (v) Community Service Officer. The positions of Detective Commander and Accreditation Manager shall only be filled by an officer in the rank of Sergeant or above. Prior to making selections to these posts, the Chief may solicit interest from eligible members and conduct interviews.

Section 4. Temporary Assignments

No position shall remain temporary for a period of longer than one (1) year, with the exception of a position put up to bid due to an extended illness or injury on duty or the temporary transfer of personnel to an outside law enforcement agency. Temporary assignments shall be limited to one (1) temporary assignment per officer per year. Such year shall commence on the start of his or her temporary assignment and in no event shall said temporary assignment exceed three-hundred and sixty-five (365) consecutive days.

Section 5. Layoffs

In the event it becomes necessary for the City to lay off members of the bargaining unit, those members with the least amount of Departmental Seniority shall be laid off first. For purposes of computing seniority for this section, it shall be based solely upon the length of employment as a police officer without regard for the member's rank, position or the fact that the member has received a salary, or any part thereof under any Federal or State program. Prior service with the City in some other department shall not be considered in determining the member's seniority within the Police Department. The last laid off member shall be the first to be re-hired.

ARTICLE VI: APPOINTMENTS TO DEPARTMENT-PROMOTIONS

Section 1. Original Appointment

The City shall maintain, as far as practicable, a list of candidates who have graduated from the R.I. Municipal Police Training Academy ("Academy"). The candidates on said list shall be utilized to fill the vacancies in the rank of Patrol Officer. Said vacancies shall be filled within fourteen (14) days of the vacancy.

In the event two or more candidates have the same graduation date, then the candidate with the highest score from the Academy shall be appointed first.

In the event there are more vacancies in the rank of Patrol Officer than candidates on the list, and such situation has not been caused by the City's neglect in maintaining the list, then the City shall arrange to have candidates attend the next scheduled Academy to fill such vacancies in the rank of Patrol Officer. If vacancies exist at the time candidate(s) graduate from the Academy, they shall be filled within fourteen (14) days of the graduation date.

Section 2. Probation Period

Each new employee shall serve one (1) year probationary period and shall be classified as Patrolman Grade II during that probationary period. Upon completion of the said one (1) year probationary period, said employee shall be classified as Patrolman Grade I.

Section 3. Promotions

A. Vacancies.

Whenever there exists a vacancy in a supervisor's rank (including Major, Captain, Lieutenant, Sergeant), or a detective assignment, the Department agrees to fill said vacancy from within the Central Falls Police Department through competitive examinations extended to those employees of the next lowest rank, or to eligible patrolmen in the case of Detectives. The position of Detective shall not be considered a promotional rank.

A vacancy shall be deemed to have occurred whenever an employee is promoted to a higher rank, demoted to a lower rank, retires, dies, or is otherwise terminated or permanently leaves employment.

The Department shall anticipate for filling Detective and/or supervisor vacancies, and shall endeavor to have Detective and promotional lists available at all times.

B. Time for Notice of Examinations and Filling of Vacancies.

Not less than forty-five (45) days in advance of the date that the competitive examination is to be given, the Union President shall be advised of the particular examination being given. The Union President or his/her designee will poll the membership and submit a list of names back to the Department within seventy-two (72) hours with the names of the officers and the test that he/she will be taking. Following that notification, the Department will determine whether the officer meets the eligibility requirements and will inform the Union immediately if in fact there are any officers seeking to take an examination that do not meet the eligibility requirements and the reasons therefore.

The Department agrees promotions to the rank of: Detective Assignment, Sergeant, Lieutenant, Captain, and Major, shall be from within the ranks of the Police Department, and shall be on a competitive basis, as required by the City Charter and ordinances. Notice of all promotional examinations shall be posted at least forty-five (45) days prior to the date of said examination on the Police Department bulletin board. Said vacancies within Detective/promotional ranks shall be filled within ninety (90) days of the vacancy date is recognized. When a Detective/promotional list is available, the vacancy must be filled from that list and the Department is prohibited from allowing any Detective/promotional list to expire during the ninety (90) day period.

C. Eligibility Requirements.

Time-in-Grade Requirement. In order to be eligible to take competitive examinations, the following continuous City service requirements must be met for the particular position in question.

- 1) Detective: Patrolmen with three (3) years of continuous City service shall be eligible to take the competitive examination for assignment to the Investigative Division.
- 2) Sergeant: Patrolmen with five (5) years of continuous City service shall be eligible to take the competitive examination for promotion to the rank of Sergeant.
- 3) For the positions of Lieutenant, Captain and Major, there are no time-in-grade requirements. The only requirement is that the officer must serve in the rank directly below the rank for which he/she is taking a promotional examination. There is no jumping rank except when

the Department structure is such that there is only one (1) designated Captain's position and a vacancy occurs in the higher rank of Major. In that case, a Lieutenant, with ranking in the top three (3) on the most recent promotional list for Captain as of the date of the notice of the examination, may apply to fill the vacancy in the position of Major.

The time-in-grade requirement must be satisfied on the date of the notice of the examination.

D. Examination Process for Supervisors.

1) Written Examination. The City will contract with an external company to purchase and grade all promotional examinations. The City will obtain a list of study material for each examination from the company where the examinations are obtained. The City will supply to the Union President a list of study material for each examination being given, and officers will have not less than twenty-one (21) days in which to obtain the study material and be prepared to take the examination. After all examinations have been given, they will be sent back to the contracted company for grading.

2) Oral Board. Upon receiving the grades for the written examinations, the City will schedule the second phase of the promotional process, which will be an oral examination. The oral examination will be conducted by a panel of three (3) law enforcement officers, not members of the Central Falls Police Department, and not members of surrounding police departments, with a rank higher than the examination being given (i.e., Oral Board for rank of Sergeant will consist of law enforcement officers holding the rank of lieutenant or higher).

3) Scoring. After completing the Oral Boards, the City will assign points to each candidate for seniority, educational background, and the points assigned by the Colonel/Chief of Police or highest-ranking officer of the police department then existing. Each point awarded shall be considered one whole point and 1 percent of a candidate's total possible score. Accordingly, if a candidate receives the maximum amount of points under each category of possible points, he or she would have 20 points which would translate to 20 percent of his or her total exam score. Those points are as follows.

Seniority-Based Points: All Exams except Detectives

<u>Years of Total Service</u>	<u>Points</u>
5-8 years	1
8-10 years	2
10-14 years	3
14-19 years	4
19+	5

Seniority-Based Points: For Detectives Exam Only

<u>Years of Total Service</u>	<u>Points</u>
3-6 years	1
6-9 years	2
9-12 years	3

12-15 years	4
15 years +	5

Education-Based Points:

<u>Education</u>	<u>Points</u>
Associate's Degree:	2
Currently Enrolled and Matriculating Toward Bachelor's Degree:	3
Bachelor's Degree:	5
Currently Enrolled and Matriculating Toward Master's Degree	6
Master's Degree	8

Points Assigned by Chief of Police/Colonel or Highest-Ranking Officer:

The Chief of Police or Colonel or the highest-ranking officer of the Department then in existence shall have the authority to give each Officer up to seven (7) additional points towards his or her score. However, these points must be assigned and forwarded to the person compiling the scores before the written examination is given.

The final scoring of the examinations shall be as follows:

Written Examination:	50%
Oral Board:	30%
Seniority Points:	1% per point (5% maximum)
Educational Points:	1% per point (8% maximum)
Chief/Colonel or Highest-Ranking Officer Points:	1% per point (7% maximum)

- 4) Selection. Upon the final results being calculated, the City will prepare for each examination a list of the officers ranked by number based upon score, and submit it to the Chief of Police/Colonel and/or highest-ranking officer of the department, the Mayor, and the Union President. If two or more officers have the same score, their order on the list will be determined by the written test score. If a tie still exists, the order on the promotional list will be determined by Department Seniority.

Once the list is complete, the Chief/Colonel or highest-ranking officer of the department shall have the authority to select any officer from the top (3) finishers on the list. As officers are selected from the top of the list, the other officers will be considered to move up. The list will be valid for two (2) years unless

exhausted earlier. No officer will be passed over more than twice while on an active list without written documentation explaining the reason for non-selection.

At the request of the Union President and/or his designee, the Union shall have a copy of any and all scores broken down by category.

E. Examination Process for Detectives.

The Detectives examination process shall consist of the same process as all other promotional processes and follow the same scoring except for the Seniority-Based points which will be based on its own scale as outlined in Section 3(D)(3).

The Chief, Colonel or highest-ranking officer may select one of the top three finishers as provided in the supervisor's exam process. Newly-appointed Detectives shall serve a six (6) month probation period. At the conclusion of that six-month period, the Chief/Colonel and/or highest-ranking officer shall determine whether the Detective shall remain in the Division or shall be returned to patrol. This determination shall be supported by just cause and shall be subject to the grievance process. Once assigned to the Division, no Detective can be removed from the Division absent just cause and subject to the grievance process.

The City reserves the right to hire from outside the Police Department for the rank of Chief of Police or Colonel.

ARTICLE VII: DUTIES & STAFFING

Section 1. Duties

The duties of the members of the bargaining unit shall consist of the repression and prevention of crime; the enforcement of the laws and ordinances of the City and the laws of the State of Rhode Island; such other necessary auxiliary administrative and service functions presently conducted by the Police Department; and such other duties as are, or may be, prescribed by the Public Safety Director, in accordance with the provisions of the laws of the State of Rhode Island, and City ordinances. The City agrees that members of

the bargaining unit shall not be detailed to any other police department, except for the performance of police duties.

Section 2. Minimum Staffing

The total number of police officers employed by the Police Department will be at least thirty-six (36), exclusive of the Chief/Colonel. The parties agree to reach the number of thirty-six (36) through attrition only, with no layoffs.

The parties agree that it is in their best interest to have a minimum number of uniformed police officers on the street answering calls for each tour of duty. The parties further agree that in order to achieve that goal, it may be necessary to “call back” police officers in order to satisfy the minimum staffing established herein.

In that context, the following is the number of police officers (including superior officers) who are to be assigned to patrol beats and/or districts and who are actually and physically on the streets answering calls for each of the designated shifts.

Day Shift (8:00 a.m.-4:00 p.m.)	Three (3) Officers
Night Shift (4:00 p.m.-12:00 a.m.)	Four (4) Officers
Morning Shift (12:00 a.m.-8:00 a.m.)	Three (3) Officers
Morning Shift on Saturday (12:00 a.m.-8:00 a.m.)	Four (4) Officers
Morning Shift on Sunday (12:00 a.m.-8:00 a.m.)	Four (4) Officers

Whenever there is an insufficient number of officers to fill the minimum staffing requirements set forth herein, the City shall be required to call back a sufficient number of officers necessary to satisfy said minimum staffing requirements. A minimum of, but not limited to, six (6) Detectives shall be assigned to the Investigative Division.

Call-back under this provision shall be done on a rank for rank rotating basis, starting with the most

senior member in each rank in the Police Department. If the offered call-back refuses the same, he/she shall be considered to have taken the call-back for purposes of the rotation. If all members of a required rank refuse the call-back, the most junior member of that respective rank shall be required to work. If, because of the circumstances, no member of the required rank is available, the member of the next higher rank and next in rotation shall be called back. Next lower ranks may be used when no member of the next higher rank is available.

Members called back to satisfy the minimum staffing requirements hereunder shall be paid at the rate of time and one-half (1 1/2) their normal rate of pay.

With respect to call back, only those officers who are actively working for the City at the time of the call back will receive a pass and be eligible for a call back before other officers on the next rotation. An officer excused from duty for sick leave, IOD, light duty, vacation or for cause will not be entitled to a pass.

The provisions of this section (Minimum Staffing) shall become effective as of July 1, 1997.

Section 3. Foot Posts

No member shall be required to walk a foot post for disciplinary reasons. No foot post shall be used if it places the said shift below minimum staffing. For determining minimum staffing the supervisors shall not be counted in respect to walking beats.

Section 4. Administrative Schedule

The administrative schedule for Major (s), Captain (s), and Investigative Division shall be 7:59 a.m. to 3:59 p.m., Monday – Friday. Officers who work the administrative schedule will receive one (1) administrative day per quarter.

ARTICLE VIII: HOURS, COMPENSATIONS & WAGES

Section 1. Hours of Employment

The regular workweek cycle for all members of the bargaining unit shall be an average of 37.2 hours

(computed on an annual basis) consisting normally of four (4), eight (8) hour work days, followed by two (2) consecutive days off of duty.

Section 2. Overtime Pay

All members of the bargaining unit shall be paid at the rate of one and one-half (1 1/2) the member's hourly rate of pay for hours worked over forty (40) in a work week. Vacation, sick and compensatory time is calculated toward hours worked during a work week. The work week shall be 12:00 a.m. Friday to 11:59 p.m. Thursday.

In lieu of overtime pay and at the member's request with approval from the Chief and/or his/her designee, compensatory time off may be taken. The rate in such case shall be one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Members shall be permitted to accrue up to one hundred sixty (160) hours of compensatory time. There is no payout for compensatory time upon retirement or termination.

Section 3. Call-Back Pay

Members who are called to return to duty shall be compensated for a minimum of three (3) hours at their overtime rate of pay, only to the extent they work the extra three (3) hours, or are directed by a superior officer to leave prior to the conclusion of the three (3) hours. If a member elects to leave prior to the conclusion of three (3) hours being completed, he/she shall only be paid for the hours worked. When an officer returns from court in less than three (3) hours, it shall be determined by the officer-in-charge if the officer shall stay for the remaining time or be relieved of duty.

Section 4. Schedule of Wages

The following is the weekly salary schedule for all members of the bargaining unit. The City may implement a bi-weekly pay period.

RANK		7/1/17 2%	7/1/18 2.25%	7/1/19 2.25%	7/1/20 2.25%	7/1/21 2.5%
Patrol Officer Grade II	\$775.82	\$791.34	\$809.15	\$827.36	\$845.98	\$867.13
Patrol Officer Grade I	\$1,020.19	\$1,040.59	\$1,064.00	\$1,087.94	\$1,112.42	\$1,140.23
Sergeant	\$1,091.62	\$1,113.45	\$1,138.50	\$1,164.12	\$1,190.31	\$1,220.07
Lieutenant	\$1,167.99	\$1,191.35	\$1,218.16	\$1,245.57	\$1,273.60	\$1,305.44
Captain	\$1,249.75	\$1,274.75	\$1,303.43	\$1,332.76	\$1,362.75	\$1,396.82
Major	\$1,337.24	\$1,363.98	\$1,394.67	\$1,426.05	\$1,458.14	\$1,494.59

For all members assigned to the Investigative Division, he or she shall receive a stipend in the amount of twenty-five dollars (\$25.00) per week (fifty dollars (\$50.00) per pay period) in addition to base wage. Stipends paid to Detectives will be considered part of base wage for purposes of pension calculation, but not for the purposes of overtime, vacation, holiday or sick time pay.

Section 5. Longevity

In addition to the wages set forth in Section 4 of this Article, there shall be paid to each member of the bargaining unit a longevity payment in accordance with the schedule set forth below:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
Under Five (5) Years:	\$0
Five (5) to Nine (9) Years:	\$2,500
Ten (10) to Fourteen (14) Years:	\$3,000
Fifteen (15) to Nineteen (19) Years:	\$3,500
Twenty (20) Years and Longer:	\$4,000

The longevity payment shall be payable on the member's anniversary date. Longevity payments shall be considered and set forth in as part of base pay for the purposes of computing retirement benefits.

Section 6. Personal Days

Each member shall be entitled to one (1) personal day which will be awarded annually in January. Personal days shall not effect or be drawn from a member's sick leave. Personal days must be used within the year and cannot be carried over to the upcoming year. Notwithstanding the foregoing, officers who have previously accrued and unused personal days as of the date this Agreement is signed will have until March 31, 2012 to use those existing personal days or they will be forfeited.

ARTICLE IX: SPECIAL DETAILS

Section 1. Injuries on Details

Any member of the bargaining unit, who may be injured while engaged on a detail, shall be entitled to the same rights, privileges and benefits as a member whom is injured while performing regular police duties. When an injury on a detail was caused under circumstances creating a legal liability in some person to pay damages with respect thereto, the City shall be subrogated to the rights of the member to recover damages thereof and the member shall cooperate with the City in said subrogation action.

Members working a detail are subject to all Police Department Rules and Regulations.

ARTICLE X: PAID HOLIDAYS

Section 1. Holidays

The following twelve (13) holidays shall be paid holidays for all members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Easter Sunday	Veteran's Day
Police Memorial Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Victory Day (VJ Day)	

Section 2. Holiday Pay

Holiday Pay shall be one-fourth (1/4) of the member's weekly salary and shall be paid to each member on the first pay period in December.

ARTICLE XI: VACATIONS

Section 1. Vacation Periods and Times

All members of the bargaining unit who have continuously been in the employ of the City for at least one (1) year, but not more than five (5) years, shall be entitled to an annual vacation of twelve (12) working days with pay.

All members of the bargaining unit who have been in the employ of the City for a period of five (5) years, but not more than ten (10) years, shall be entitled to an annual vacation of seventeen (17) days.

All members of the bargaining unit who have been in the employ of the City for a period of ten (10) years, but not more than fifteen (15) years, shall be entitled to an annual vacation of twenty-one (21) days.

All members of the bargaining unit who have been in the employ of the City for a period of fifteen

(15) years or more shall be entitled to an annual vacation of twenty-four (24) days.

Commencing on January 1, 2012, vacation pay will accrue each year on January 1st. Up to five (5) vacation days may be carried over from one year to the next. Accrued vacation time will be paid out upon termination of employment.

Any member who selects a vacation during the period from the start of the last full calendar week in May through the end of the first full calendar week in October (said period of time is hereinafter referred to as the "summer vacation period"), may only select fourteen (14) consecutive working days during said period. The intent of this section is to permit any member of the bargaining unit to have at least fourteen (14) working days' vacation during the summer. However, it is not necessary that the member select fourteen (14) consecutive working days during the summer vacation period.

Section 1.1. Cancellation of Vacations

In the event the Chief determines that because of a severe shortage of manpower due to injuries or illnesses, or public safety emergencies, vacation furloughs have to be cancelled, then a member may be limited to only seven (7) working days' vacation during the summer vacation period. In such an event, however, any member whose summer vacation is to be affected shall receive at least fourteen (14) days written notice from the Chief. Where a member is notified of the cancellation of vacation under this section, and has prior reservation, which may not be able to be cancelled without being monetarily penalized, the member shall then notify the Chief of that fact immediately. The Chief may require evidence establishing that the cancellation of the member's vacation will result in a loss of money to the member. In no event, however, shall a member lose any monies, because a vacation is cancelled.

Section 2. Procedure for Selecting Vacations

During the month of December of each year, members shall be allowed to select their vacations for the upcoming year.

Vacations shall be granted by shifts, according to rank, and then according to Rank Seniority on each respective shift.

The City shall permit two (2) members off for vacation from the same shift provided, however, that the members are in different day-off groups. More than two (2) members may be permitted to take vacation time with the approval of the Chief or his designee, provided it does not cause overtime.

Vacations not selected in December, including but not limited to carry over vacation days, shall be selected during the course of the year using the following guidelines; the City shall permit a minimum of two (2) members off for vacation from the same shift provided they are in different day-off groups. In addition, in granting this vacation time off, the Chief may consider toward that two (2) member total, that: members who are being carried under IOD and light duty status by the Department; members who are attending seminars or schools in their official capacities as police officers; members who have already selected vacations for the days in question; and any major public safety emergencies. These matters shall be taken into consideration by the Chief at the time the member requests the vacation time off. These are the only matters that the Chief can take into consideration. Members, who may be on sick leave, bereavement leave, etc., shall not be considered by the Chief in determining whether the two (2) member minimum has been reached. Members shall be permitted to carry over to the next calendar year up to five (5) days of unused vacation. In such event, however, the unused vacations days must be taken by the member on or before December 31st of the following year.

Section 3. Vacation Allotment on Retirement, Resignation or Death

A member who retires, resigns or dies during the calendar year, and who has not taken his/her allotted vacation, shall be paid at the time of his/her retirement, resignation or death for all of his/her unused vacation time on a prorated basis. For purposes of this section, any officer who separates from service shall be paid the cash value of any already-awarded but unused vacation days, and in addition, shall be paid the cash value of

a prorated number of days to correspond to the amount of service rendered during the calendar year in which the officer separates from service.

ARTICLE XII: SICK LEAVE

Section 1. Amount of Sick Leave

Up to twelve (12) days of sick leave per year shall be granted to each member of the bargaining unit beginning on January 1st.

Section 1.1. Unused Sick Leave

Any sick days on the books as of August 1, 2011 will continue to be carried forward. As of August 1, 2011, the maximum number of accrued sick days that may be carried forward will be one hundred twenty (120). Sick days will not be paid out upon termination of employment or retirement.

Section 2. Sick Leave Defined

Sick leave with pay is hereby defined to mean a necessary absence from duty due to the member's illness, an illness in a member's immediate family, non-work-related injury, or exposure to a contagious disease that prevents the member from performing work duties and functions.

In the event that a member must take sick leave pursuant to this Article for a period in excess of three (3) consecutive days, then said member may be required to submit a physician's certificate to the highest-ranking member of the Police Department. Any member who has used sick leave on three (3) separate occasions (regardless of time involved) in any given calendar year, may be required to provide a physician's certificate to the highest-ranking member of the Police Department, for each and every additional request for sick leave.

In all cases of extended sick leave, the City may periodically require a physician's report by the member's physician. The City shall have the right to have the member examined by a physician of its choice. In the event of a conflict of opinion between the member's physician and the City's physician, then a third

physician mutually agreeable to both parties shall be selected. The opinion of said third physician shall be conclusive on all parties. The City has the right to have a member examined, and re-evaluated, by a physician of its choice, at any time.

Section 3. Sick Leave Incentive

Any employee having perfect attendance, defined as calling in sick one or less times, during the course of the fiscal year will be granted three (3) days' pay at their normal rate of pay, payable the first pay period after the end of the fiscal year.

Section 4. Bereavement Leave

Up to five (5) consecutive days of bereavement leave with regular pay shall be granted in the event of the death of a member's spouse or domestic partner, grandparent, parent, step-parent, sibling, child, step-child, or grandchild.

Up to three (3) consecutive days of bereavement leave with regular pay shall be granted in the event of the death of a member's niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

Up to one (1) day of bereavement leave with regular pay shall be granted in the event of the death of a member's aunt, uncle, cousin or spouse's or domestic partner's grandparent.

Section 5. Hypertension

Any member diagnosed with hypertension agrees to a six (6) month rehabilitation program to include the AMA best practices for hypertension including but not limited to medications, dietary and exercise programs as prescribed by a treating physician. The member agrees to continue to participate in the prescribed program and provide medical examinations and progress reports from the treating physician to the human resources director. If at the end of the six (6) month period of medically supervised rehabilitative protocols, the member continues to suffer from hypertension, and if in the opinion of the treating physician and City's

physician further treatment would indicate a likelihood of success, the member shall continue with said medical directives and protocols for another period of six (6) months.

A member suffering from hypertension, which in the opinion of the member's treating physician and the City's physician, is capable of being controlled by medication, diet and/or exercise, shall be required to continue to work and shall not be eligible to receive a disability pension. If, however, in the opinion of the member's treating physician and the City's physician (or if there is disagreement among said physicians) that said member's hypertension cannot be controlled by medication, diet and/or exercise, then said member shall be entitled to apply for a disability pension in accordance with Article XX of this Agreement. The determination of whether or not a member's hypertension is a service connected disability or non-service connected disability shall be made in accordance with Section 2 of Article XX. In the event a member with hypertension desires to remain in active service and there is a disagreement among the treating physician and the City's physician regarding the member's ability to remain in active service, a third physician shall be selected by said physicians and that physician's opinion shall be binding.

Section 6. Moonlighting

Members will be prohibited from working a second job while out on sick leave.

Section 7. Light Duty

When a police officer has been certified by the employee's physician or the City's physician as capable of performing light duties as a result of an injury or illness on or off the job, the City, consistent with its needs and in its best interests, shall assign such police officers for light duty in the Police Department. The assignments to such light duty shall be on a 'first-out/first-in basis' as available. The City will use its best efforts to assign the police officers to an administrative schedule on day shift. In the event the employee's physician and a physician selected by the City disagree as to the police officer's fitness to assume light duties, both shall select a neutral physician, who specializes in that related field of medicine, whose decision shall be

final and binding.

Section 8. Donation of Sick Leave and Vacation Time

A member may elect to donate, subject to City approval, any accumulated sick leave time or vacation time to any member of equal or lower rank. In order to receive donated sick time or vacation time, a member must be:

- (a) Suffering from a non-IOD related illness (including maternity leave); or
- (b) Absence from work due to an immediate family member's illness; or
- (c) Absence from work due to bereavement of an immediate family member.

In order to receive the donated time, the recipient must have exhausted all of their sick time and vacation time.

In the case of a member, who has exceeded his/her maximum pay out allotment of sick time accrued, the donations must come off of a donor members payable vacation time or sick time (i.e., 180 days or less accrued time).

The member donating days will then start to accumulate sick leave or vacation days in accordance with the regular schedule to replace sick time or vacation time that was donated from their payable allotment of sick time (i.e., replacing time from the 180-day count). If this donating member uses sick time for their own ailment, the sick time will be deducted from their total allotment.

ARTICLE XIII: INSURANCE

Section 1. Life Insurance

The City shall pay for life insurance in the amount of Fifty-Thousand Dollars (\$50,000.00), with double indemnity for employees killed in the line of duty, the full cost of such premium to be paid by the City.

This benefit is in addition to any other benefit a member may be entitled to under this Agreement and federal, state or municipal law.

Section 2. Death in the Line of Duty

In the event a member of the bargaining unit dies, or incurs an illness resulting in death, while in the line of duty then his/her designated beneficiary or estate shall be entitled to receive from the City the sum of Ten-Thousand Dollars (\$10,000.00). This benefit is in addition to any other benefits a member may be entitled to under this Agreement and federal, state or municipal law.

Any employee who is killed while in the actual performance of his/her duties or whose death directly results from injuries sustained in the actual performance of his/her duties shall be promoted posthumously to the next highest rank (e.g., Patrol Officer to Sergeant, Detective to Detective-Sergeant, Sergeant to Lieutenant, Lieutenant to Captain, and Captain to Major), and all benefits that his/her beneficiaries are entitled to receive under this Agreement will be calculated at the "new rank."

Section 3. Liability Insurance

The City agrees to provide and pay for liability insurance for all members of the bargaining unit to protect them for their actions while performing their duties as police officers as prescribed by City Charter and state statute.

ARTICLE XIV: INJURED ON DUTY

Section 1. Injuries on Duty

Whenever a member shall be wholly or partially incapacitated by reason of injuries or sickness contracted in the performance of his duties, the Town shall provide benefits pursuant to G.L. 1956 § 45-19-1 et seq., subject to the conditions set forth in that statute. A member of the bargaining unit who is injured in the line of duty shall receive full salary while his/her incapacity exists or until he/she is placed on disability pension. All injuries and recurrences of injuries shall be reported as required by department regulations.

Members of the bargaining unit who for a period of eighteen (18) continuous months are unable to work due to their work-related injury shall return to regular duty within thirty (30) days thereafter, or shall be

deemed physically unfit for duty, and thereafter shall be placed on a disability pension within sixty (60) days of the date upon which they had to return to service in accordance with Article XX, Section 2 herein.

Section 2. Medical Care for Injuries

Medical care for members injured in the line of duty, shall be as follows:

(a) A member injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own attending physician. The choice shall be made by the member whenever possible.

(b) In other cases, involving injuries in the line of duty, which do not require hospitalization, the injured member shall have the right to be treated by a physician of his/her choice.

(c) When a member has suffered a minor injury in the line of duty, which does not require hospitalization or the care of a physician, a report on the injury shall be made to the Chief, in accordance with Police Department regulations.

(d) When a member has suffered an injury in the line of duty, and subsequently claims a recurrence of that injury, the member shall be examined by a physician selected by the City. If the City's selected physician finds that the present condition is not related to the previous injury, the member shall be entitled to be examined by the physician who attended to the member for the original injury. If the opinion of the member's physician is in conflict with that of the City selected physician as to whether or not the member's condition is a recurrence of the previous injury in the line of duty, then a third physician specializing in the related field of injury and mutually agreeable to the City's physician and the member's physician shall examine said member. The opinion of said third physician shall be conclusive on all parties. If it is finally determined that the said injury is a recurrence of the previous injury in the line of duty, the City shall be responsible for the payment of the member's salary and medical expenses.

(e) In all cases involving injuries, the City may request, or require, a member to submit to re-

examination by a physician selected by the City.

(f) The benefits under this section shall not be in lieu of, but shall be in addition to all the benefits payable to any member of the bargaining unit under any federal, state or municipal law.

Section 3. Moonlighting

Members will be prohibited from working a second job while out on IOD or light duty status.

Section 4. Light Duty

When a police officer has been certified by the employee's physician or a physician selected by the City as capable of performing light duties as a result of an injury or illness on or off the job, the City, consistent with its needs and in its best interests, shall assign such police officer for light duty in the Police Department. The assignments to such light duty shall be on a 'first-out—first-in basis' as available. The City will use its best efforts to assign the police officer to the administrative schedule day shift. In the event the employee's physician and the City's physician disagree as to the police officer's fitness to assume light duties, both physicians shall select a neutral physician specializing in the related field of injury and whose decision shall be final and binding.

ARTICLE XV: HEALTH & DENTAL

Section 1. Coverage for Active Members

The City shall provide each member with a medical plan design substantially similar to the Blue Cross Blue Shield of Rhode Island Healthmate 80/60 with a Two Thousand Dollar (\$2,000.00)/Four Thousand Dollar (\$4,000.00) plan with Twenty Dollar (\$20.00) primary care office visits, Thirty Dollar (\$30.00) specialist visits and One Hundred Fifty Dollar (\$150.00) emergency room co-payments. Members shall pay a co-share toward the cost of insurance in the amount of 20 percent of premium deducted from bi-weekly pay. The City will also provide a Health Savings Account which will cover a portion of the deductible in place as of the date of this agreement as follows:

Single Plan – Member pays \$250 and City pays \$1,750

Family Plan – Member pays \$500 and City pays \$3,500

The City shall also provide a dental benefit design substantially similar to the current custom dental plan in place with Delta Dental.

Section 2. Coverage for Retired Members

Retirees who retire with twenty-five (25) years or more of service shall be eligible to participate in individual health coverage under the same terms in existence for active employees up to his/her sixty-fifth (65) birthday. Said retirees may elect family coverage but will be responsible for the total difference in costs between individual coverage and family coverage.

ARTICLE XVI: CLOTHING & EQUIPMENT

Section 1. Clothing and Equipment Allowance

All members of the collective bargaining unit shall receive an annual clothing allowance (for new uniforms and maintenance of uniforms) and equipment allowance (for the maintenance or repair of various items of police equipment, including, without limitation; gun belt, holster, flashlight, handcuffs, off-duty weapon, ammunition, bulletproof vest, etc.) of a total of One Thousand Dollars (\$1,000.00). The annual clothing and equipment allowance shall be paid in the first pay period of April.

The Parties agree to that the Clothing and Equipment Allowance is based upon the uniform in existence upon execution of this agreement. If during the life of this agreement, the City makes changes to the uniform, the City shall bear the additional cost of any such changes. The City shall not bear the cost of uniform changes if the parties agree on the change.

The City shall replace and repair clothing and other personal property normally worn by members in performance of their regular duties, when the same is destroyed or damaged in the course of performing said regular duties.

Members shall purchase only articles of uniform and personal equipment approved by the Chief.

Newly appointed members, however, shall, after successfully completing one (1) year of continuous service, be reimbursed for a complete set of uniform clothing. Said reimbursement, for initial clothing, will be made within thirty (30) days after completion of one (1) year of continuous service, and successful completion of the Academy.

The payment of this equipment allowance by the City shall not be construed as evidence of any obligation of the City to assume full cost of acquiring, maintaining or repairing the various items of police equipment referenced herein for illustrative purposes.

Section 2. Prorated Upon Retirement

The annual clothing and equipment allowance shall be prorated upon a member's date of retirement.

Section 3. Cellular Telephones

The Department has an existing policy on cell phone use. The parties also agree that the cell phone is a secondary form of communication and must only be used in a responsible manner.

ARTICLE XVII: EDUCATIONAL BENEFITS

An education benefit stipend shall be paid for achievement of each educational degree as set forth herein:

Bachelor's Degree	\$500
Master's Degree	\$1000

The educational benefit stipend shall be payable to eligible members on or before October 31, 2017 and annually thereafter on or before October 31.

In addition to the foregoing, members of the bargaining unit shall be entitled to all the benefits provided under Title 42, Chapter 28.1 of the Rhode Island General Laws. The past practice for the procedure for reimbursement/payment of educational benefit costs will continue to be followed by the parties.

**ARTICLE XVIII: RETENTION OF
PRE-EXISTING RIGHTS**

Notwithstanding the enumeration of rights and privileges pertaining to the members of the bargaining unit under the terms of this Agreement, it is further agreed between the parties hereto that all rights, privileges, and benefits, heretofore afforded members of the bargaining unit are retained by said members as if specifically included herein.

ARTICLE XIX: GRIEVANCES

Section 1. Grievance Defined

A Grievance shall mean a complaint by an employee or a complaint by FOP Lodge 2 that:

(a) There has been any violation, misinterpretation, or a misapplication of the provisions of this Agreement or violation of any established policy or practice; or

(b) An employee's health, safety or civil liability is jeopardized by a condition, which is possible to correct.

Section 2. Grievance Procedure

Alleged grievances of members of the bargaining unit shall be handled in accordance with the following procedure:

(a) An employee having a grievance shall, in writing, bring the grievance to the attention of the Grievance Committee of FOP Lodge 2 within sufficient time to allow for filing the same with the Chief. If, in the judgment of the Committee, the nature of the grievance justifies further action, it shall, through the President of the FOP Lodge 2 or his/her designee, file the grievance in writing with the Chief or his/her designee.

(b) The Chief and the Human Resources Director shall meet with the President of FOP Lodge 2 or his/her designee within five (5) working days of the receipt of a request from said officer or the FOP Lodge 2, which must be made at the time of the filing of the grievance unless otherwise mutually agreed. If either party feels it is necessary, the member or members involved in the grievance shall be ordered to appear before the Chief and the Personnel Director and the President of FOP Lodge 2 or his/her designee for the purpose of testifying on the grievance. Within six (6) working days (unless otherwise agreed) of the first meeting among the Chief, the Personnel Director and the President of FOP Lodge 2 or his/her designee, the Personnel Director shall render a decision, in writing, a copy of the same to be delivered to the President of the FOP Lodge 2 or his/her designee.

(c) If the decision of the Personnel Director is not acceptable to FOP Lodge 2, then the Director of Public Safety or his/her designee shall meet with the President of FOP Lodge 2 or his/her designee within three (3) working days of the receipt of the unacceptable decision of the Personnel Director. Within five (5) working days (unless otherwise agreed) of the first meeting between the Director of Public Safety or his/her designee and the President of the FOP Lodge 2 or his/her designee, the Director of Public Safety shall render his/her decision, in writing, a copy of the same to be delivered to the President of FOP Lodge 2 or his/her

designee.

(d) If the decision of the Director of Public Safety is not acceptable to FOP Lodge 2, said FOP Lodge 2 may request an assignment of an arbitrator by the American Arbitration Association (“AAA”) or the Labor Relations Connection (“LRC”). The arbitrator shall have no authority or power to add to or subtract from the terms and conditions of this Agreement. Fees and necessary expenses of the arbitration shall be borne equally by the parties.

(e) The decision handed down by this arbitrator shall be submitted to the Director of Public Safety and the President of the FOP Lodge 2, and shall be binding in nature in all matters.

Section 3. Grievances Filed by FOP Lodge 2

In addition to the foregoing grievance procedure, FOP Lodge 2 shall have the right to initiate a grievance as a grievance on its own behalf by filing the same in writing with the Chief. In such event, the grievance shall be processed in accordance with the provisions of Section 2, steps (b), (c) and (d), above.

Section 4. Time Limitations

If a grievance is not filed with the Chief by the FOP Lodge 2 within fifteen (15) days of the date of the event giving rise to the grievance or grievant’s knowledge thereof, or if FOP Lodge 2 fails to file a Demand for Arbitration under the rules of the AAA or LRC within thirty (30) days of an unacceptable decision of the Director of Public Safety (Section 2, (d) above), the grievance shall be deemed to have been waived.

Section 5. Law Enforcement Officers’ Bill of Rights

The grievance procedure set forth above in this Article shall not apply in those cases involving the suspension or dismissal of any member of the bargaining unit. In such cases, the provisions set forth in the Law Enforcement Officers’ Bill of Rights shall govern.

Section 6. Employee Disciplinary Records

If a disciplined employee has not engaged in any further misconduct or violated applicable

employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then the documentation of the following forms of discipline shall be deemed no longer outstanding for the purposes of progressive discipline and promotional process and inadmissible in a grievance proceeding after expiration of the time indicated.

<u>Form of Discipline</u>	<u>Time Period</u>
Verbal warning	1 year from issuance
Written warning	2 years from issuance
Suspension	Three years from the final date of the suspension term

**ARTICLE XX: PENSION PLAN
COVERAGE FOR MEMBERS**

Section 1. Non-Disability Retirement

A. Effective August 1, 2011, employees of the Police Department who were previously covered under the John Hancock Pension Plan and all new employees who become members of the Police Department, will be provided pension benefits in accordance with the new Central Falls Pension Plan, and with the terms set forth herein. The Chief of Police, so long as he or she is promoted from within the ranks of the Police Department shall be allowed to participate in the City Pension Plan.

B. An employee will be considered vested after five (5) years of service. If an employee shall separate from service prior to achieving five (5) years of credited service he/she will only be entitled to a refund of his/her accumulated contributions, with interest and shall not be entitled to any other pension benefit.

C. All employees may retire at his/her own option upon completion of twenty-five (25) years of credited service and being of fifty-three (53) years of age and shall receive as a pension two percent (2%) per year of credited service equal to fifty percent (50%) of the employee's average regular salary including longevity and holiday pay for the highest consecutive five (5) years within the final ten (10) years of

employment (the “Average Salary”). An employee who chooses to remain on the department after twenty-five (25) years of credited service shall receive an additional one percent (1%) for each additional complete year of credited service, up to 5 years. The maximum pension is fifty-five (55%) of the Average Salary.

D. No member may collect any annual non-disability pension benefit prior to age 50. However, any member with at least five (5) years of service who chooses to retire and collect a pension between the ages of fifty (50) and fifty-three (53) shall have his/her pension benefit (two percent (2%) per year of credited service) reduced by the following early retirement factor (ERF):

<u>Age at Commencement¹</u>	<u>Reduction Multiplier</u>
30.00	0.1637
31.00	0.1764
32.00	0.1903
33.00	0.2052
34.00	0.2213
35.00	0.2388
36.00	0.2577
37.00	0.2782
38.00	0.3004
39.00	0.3245
40.00	0.3506
41.00	0.3789
42.00	0.4097
43.00	0.4431
44.00	0.4794
45.00	0.5190
46.00	0.5621
47.00	0.6091
48.00	0.6605
49.00	0.7166
50.00	0.7779
51.00	0.8452
52.00	0.9189
53.00	1.0000

¹ For purposes of non-disability retirement, this table shall only be applicable when benefits commence at age 50 or thereafter.

E. Provided, further, the ERF shall not be applied to reduce the benefit of any member who chooses to retire with more than five (5) years of credited service but less than twenty-five (25) years of service, and prior to age fifty-three (53), but who defers his receipt of pension benefits until age fifty-three (53). A member with more than five (5) years of credited service but less than twenty-five (25) years of service may also elect, at his or her option, to take a refund of his or her accumulated contributions with interest and in the event this option is elected, he or she shall not be entitled to any further benefits from the trust.

F. All members of the Police Department shall make pension contributions in the amount of ten and one-half percent (10.5%) of their salary (which includes base pay, holiday and longevity pay) on a pre-tax basis paid bi-weekly.

G. Benefits shall be paid to the spouse or dependent children upon the death of a retired police officer or police officer eligible to retire pursuant to R.I. Gen. Laws § 45-21.3-1 and § 45-21.3-2, as the same may be amended.

Section 2. Disability Retirement

A. Determination of Disability Status

The determination of disability from any cause, whether service connected or non-service connected, shall be made upon the basis of reports on examinations made by three (3) physicians consisting of the treating physician, a physician selected by the City, and a third physician to be selected by the other two (2) physicians. A majority decision by the selected physicians must be reached with regard to (a) determination of disability, and (b) whether the disability is total and permanent, or partial and permanent. The member shall be provided a written determination of the decision within sixty (60) days after the date that the City has received all three (3) physicians' reports.

For the purposes of this agreement, total and permanent disability shall be determined by the City using the same standard for determining disability status as utilized by Social Security. For the purposes of this Agreement, presumptive total and permanent disability shall include but not be limited to:

- * Amputation of the leg at the hip
- * Complete deafness
- * Complete blindness
- * Confinement to bed because of a long-standing condition
- * Confinement to a wheelchair due to a long-standing condition
- * Being in hospice care
- * Spinal injuries which have resulted in an inability to walk

For the purposes of this Agreement, the term “partially permanently disabled” shall mean that the member who is disabled can no longer perform his or her duties as a police officer based upon his or her employment with the City, but who has not been determined to be totally disabled from all gainful employment, based upon age, education, or impairment.

B. Service Connected Disability

(1) A member incurring disability resulting from an act of duty and determined to be totally and permanently disabled, shall be entitled to a service connected disability pension equal to sixty-six and two thirds percent (66 2/3 %) pay of the salary including longevity and holiday pay of the rank held at the time of his disability for life. A member who is determined to be totally and permanently disabled under this provision shall not be subject to the recertification procedures or income offset procedures set forth in this Agreement.

(2) A member incurring a disability resulting from an act of duty and determined to be partially and permanently disabled, shall be entitled to a service connected disability pension that shall be fifty percent (50%) of the salary including longevity and holiday pay of the rank held at the time of his disability until he reaches full Social Security retirement age. Upon reaching his/her full Social Security retirement age, he/she shall be placed on a regular pension. The member shall then be entitled to receive the higher of either his

normal retirement benefit at the time of being found disabled or a pension benefit in the amount of twenty-five (25) percent of the salary (including longevity and holiday pay) of the rank held at the time of his or her disability.

(3) A member who is determined to have a disability resulting from an act of duty, whether determined to be total or partially disabled, shall not have his pension benefit reduced by the early retirement factor as set forth in Section 1 of this Article.

C. Non-Service Connected Disability

(1) A member of the police department who has been determined to be totally and permanently disabled, as defined in Article XX, Section 2(A), as a result of a non-service connected injury or disease shall be entitled to receive a pension of fifty percent (50%) of his or her highest salary including longevity and holiday pay of the rank held at the time of his disability.

(2) A member of the police department who has been determined to be partially and permanently disabled shall be entitled to receive a pension of two percent (2%) of his or her highest salary at the time of disability per year of credited service with the police department.

(3) A member of the police department shall only be entitled to a non-service connected disability pension provided he or she has completed five (5) years of credited service with the police department. If a member has not completed five (5) years of credited service with the police department he will be terminated and any contributions made to the City pension plan shall be returned with interest.

(4) A member who applies for a non-service connected disability, whether said disability is determined to be total or partial, shall have his pension benefit reduced by the early retirement factor set forth in Section 1 of this Article if he or she elects to receive pension benefits prior to attaining age fifty-three (53).

D. Recertification of Disability

(1) A member of the police department who has been determined to be partially disabled, whether service connected or non-service connected, shall be required to submit to an examination at least one (1) time per year for a period of not more than four (4) years from the date the member is placed on disability by a physician appointed by the City to establish that the member remains incapacitated for service as a police officer and is entitled to continue to receive a disability pension. In the event a physician specifically recommends re-examination on a more frequent basis, the City may conduct a second examination within the year, but in no event shall it be more than two examinations per year. The member has the option to be evaluated by his treating physician, if he does not agree with the medical opinion of the City's physician. If the physician chosen by the City and the member's treating physician disagree, they shall both select a third physician whose decision shall be binding by both parties. The City shall cancel a disability pension upon evidence that the member is no longer disabled for such service in accordance with the above procedures. Neither party will engage in "doctor shopping."

(2) The disability pension presently being received by the member will be reduced to fifty percent (50%) of the prior disability benefit or the member may elect to revert his benefit to a normal retirement benefit, based upon a two percent (2%) accrual rate for each year of credited service prior to his disability, reduced by the early retirement factor set forth in Section 1 of this Article for each year the member elects to receive benefit prior to attaining age fifty-three (53).

(3) If the member elects to no longer receive any form of pension benefit from the City, the member may elect to receive a refund of the excess, if any, of the contributions made by the member, including interest, over the amounts received by the member on the disability pension.

(4) Should a retiree refuse to submit to such medical examination, his or her pension may be suspended until his or her withdrawal of such refusal, and should his or her refusal continue for one (1) year, all rights to his or her pension may be suspended indefinitely by the City.

(5) Should a retired employee receive a disability pension again become an active employee for the City, his/her disability retirement pension shall cease and he/she shall immediately become a member of the retirement system as of the date of his/her reemployment. His/her creditable service at the time of his/her disability retirement shall be restored in full force and effect. Reentry into service shall be at the direction of the City.

E. Outside Income Offset

(1) Any member receiving a disability pension, whether service connected or non-service connected, shall be required to submit to the City at least once a year a sworn written report of his/her earned income for the preceding twelve (12) months on a form supplied by the City, together with supporting data as may reasonably be required. Any adjustment in disability pension payments shall be based upon such statements of income.

(2) Earned income is defined as amounts received as compensation for services rendered. The member's pension amount for the following twelve (12) months after the filing of the report of earned income shall be reduced dollar for dollar by any amount the actual earned income when added to the disability pension benefit, exceeded the salary paid including holiday and longevity pay to a permanent member with the same rank and seniority on active duty at the time such reports are filed.

Section 3. Cost of Living Adjustment

All retired members shall receive a two percent (2%) non-compounding cost of living increase to his/her pension. Cost of living adjustments shall be made effective July 1 following a member's retirement date and every July 1 thereafter.

Section 4. Copy of Plan/Actuary Study

The City agrees that a copy of the City of Central Falls Pension Plan, Plan Document, will be provided to each member and which will include information about the City's Actuarially Required Contribution ("ARC"). The City also agrees that each year it will provide all members covered under this Article an actuarial study report on the City Pension Plan.

ARTICLE XXI: TEMPORARY DISABILITY INSURANCE

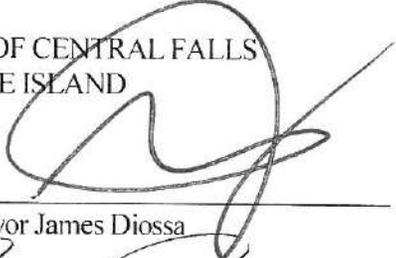
All members shall be enrolled in the Rhode Island Temporary Disability Insurance (TDI) program and be subject to the provisions of the TDI Act.

Whenever an employee shall be absent from his duties and receiving compensation pursuant to temporary disability insurance, the member shall have the option to discharge accrued sick, vacation, or personal leave.

ARTICLE XXII: DURATION OF AGREEMENT

This agreement is effective July 1, 2017 and shall remain in full force and effect through June 30, 2022 and from year to year thereafter in accordance with G.L. 1956 § 28-9.2 et seq., thereafter unless it is replaced by a newly negotiated contract between both the City and FOP Lodge 2. This Agreement shall be binding upon the City and FOP Lodge 2 and its successors and assigns. No provisions, or article herein contained shall be nullified or affected in any manner, as a result of any change(s) in the administration or administrative procedures in the City or the FOP Lodge No. 2.

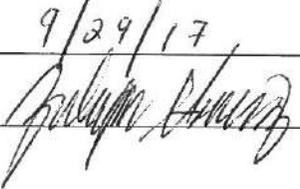
CITY OF CENTRAL FALLS
RHODE ISLAND

BY: 
Mayor James Diossa

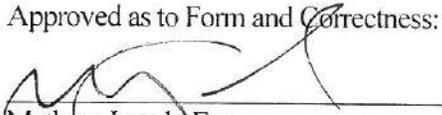
BY: 
Colonel James Mendonca
Chief of Police

BY: 
Leonard Morgans
Administrative and Finance Officer

DATED: 9/29/17

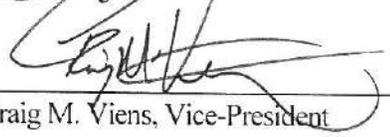
WITNESS: 

Approved as to Form and Correctness:


Mathew Jerzyk, Esq.
City Solicitor

FRATERNAL ORDER OF POLICE,
LODGE 2,

BY: 
Jeffrey K. Aranjio, President

BY: 
Craig M. Viens, Vice-President

DATED: 9/29/17

WITNESS: 