TOWN OF LINCOLN

COLLECTIVE BARGAINING AGREEMENT

LINCOLN LOCAL 435

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

July 1, 2015 – June 30, 2018

INDEX

		PAGE
PREAMBLE		1
ARTICLE I	Section 1. Recognition	2
	Section 2. Employment Security	2
	Section 3. Time Off for Bargaining	2
ARTICLE II	Section 1. Management Rights	3
ARTICLE III	Section 1. Seniority	3
ARTICLE IV	Section 1. Promotion and Removal	4
ARTICLE V	Section 1. Duties and Powers	5
	Section 2. Details to Other Departments	5
	Section 3. Transfer to Other Divisions	6
ARTICLE VI	Section 1. Hours	6
	Section 2. Overtime	6
	Section 3. Call Back	7
	Section 4. Court Appearances	7
	Section 5. Manning	7
	Section 6. Private Details	8
ARTICLE VII	Section 1. Vacations	9
	Section 2. Vacation Schedule	9
	Section 3. Paid Holidays	10
ARTICLE VIII	Section 1. Clothing Allowance	11
ARTICLE IX	Section 1. Sick Leave	12
	Section 2. Medical Benefits	14
	Section 3. Personal Days	16
	Section 4. Bereavement Leave	16
ARTICLE X	Section 1. Line of Duty Injuries	16
	Section 2. Light Duty	17
	Section 3 Duty Related Conversion to Disability Pension	17
ARTICLE XI	Section 1. Salaries	18
	Section 2. Step Increases	18
	Section 3. Shift Differential	19
	Section 4. Direct Deposit	19
ARTICLE XII	Grievance Arbitration	19
	Section 1. Definition; Exemption; Exclusivity	19
	Section 2. Procedural Steps	19
	Section 3. Written Presentation	19
	Section 4. Time Limitations	20
	Section 5. Submission to Arbitration	20
	Section 6. Arbitrator Selection	20

Section 7. Arbitrator's Authority and Jurisdiction 20
Section 8. Binding Effect. 20
Section 9. Fees and Expenses of Arbitration 20

ARTICLE XIII
Section 1. Pension 21
Section 2 21
Section 3 21
Section 4 21
Section 5 22
Section 6 23

ARTICLE XIV
Section 1. False Arrest 23

ARTICLE XV
Section 1. No Strike Clause 23

ARTICLE XVI
Section 1. Physical Fitness Standards Committee 23

ARTICLE XVII
Section 1. Duration of Agreement. 23

TOWN OF LINCOLN

BARGAINING AGREEMENT

LOCAL 435

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

2015/2018

Pursuant to the provisions of Title 28, Chapter 9.2 of the Rhode Island General Laws entitled "Municipal Police Arbitration Act" this Agreement is made and entered into as of the first day of July, 2015 A.D. by and between the Town of Lincoln (hereinafter "Town" or "Employer") and Local 435, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS (hereafter called "Local 435" or "Union'). In consideration of the mutual promises hereinafter stated, the parties agree as follows:

PREAMBLE

Pursuant to the provisions of Title 28, Chapter 9.2 of the Rhode Island General Laws entitled "Municipal Police Arbitration Act" the Town recognizes that the full time policemen 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 Title 28, Chapter 9.2 of the Rhode Island General Laws, reference to which has previously been made. This Agreement is subject to the provisions of said Title 28, Chapter 9.2 of the Rhode Island General Laws, wherein the full time policemen 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 of 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" are 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 I. Recognition

The Town recognizes Local 435 as exclusive bargaining agent for all active full time police officers from the rank of patrol officer, inspector, sergeant, lieutenant and deputy chief of police, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other 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 Local 435. The Town and the IBPO further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any 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. Therefore, Local 435 agrees that the Town may require each police officer trainee to enter into a so called Police Officer Trainee Agreement, Acknowledgment and Acceptance of Appointment ("Trainee Agreement") upon such terms and conditions as set forth in Exhibit A attached hereto and incorporated by reference hereon. Local 435 acknowledges and agrees that the Trainee Agreement is a valid, independent and enforceable pre-hire contractual obligation of police officers which survives this Agreement and remains enforceable after a police officer trainee becomes a member of the bargaining unit represented by Local 435. Additionally, Local 435 agrees that the Town may set off any funds which may be otherwise due a police officer upon his separation from employment to satisfy the officer's financial obligation to the Town under the Trainee Agreement. As part of the Trainee Agreement, a police officer trainee shall sign a payroll deduction form authorizing the Town to deduct such available funds as may be necessary to satisfy the officer's financial obligations to the Town under the Trainee Agreement. The obligations hereunder are individual to the officer and not to be borne by the IBPO. It is understood that in accordance with Exhibit A, its paragraph F shall not apply in the following conditions: (1) Termination by the Town with or without cause; (2) Termination by an officer who does not seek or obtain employment in law enforcement for a period of three (3) years from the date of his appointment. Provided however, that this provision shall not operate or be construed as a bar or limitation against the Town from enforcing its rights under the Trainee Agreement and provided further, that the terminated officer shall make full disclosure of his post-termination employment.

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 employed 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; (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 IBPO 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 continued 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 one or more officers are sworn in on the same day, the final score using the criteria of the Municipal Police Training School shall be the determining factor. Seniority between ranks will be in accordance with chain of command, highest ranking member having seniority over lesser rank.

(b) In all applications of seniority, except those mentioned in l(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 l(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 lieutenants list, one sergeants list, 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. Any Officer that has not signed by May 1, a shift will be assigned.

(d) Bid shifts go into effect July 1st 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.

ARTICLE VI

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 posting 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) year's service as a patrolman on the force. To qualify, candidates must pass the following qualifying tests:

Procedure

(1) Oral Examination. Such examination given by the Chief of Police of the Town in a manner prescribed by him. In addition to the Chief, one (1) member of the Personnel Board must be present at the time of the test.

(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, enrolled but 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.; Bachelors Degree - 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 (1) 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.

ARTICLE VI

Section 1. (a), Hours

The members of the Police Department shall work 37.2 hours per week, four days of duty followed by two days 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 a 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.

Pursuant to Article II, Management Rights, and Article V, Section 3, Transfer to other divisions, assignments 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 work 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 hr. period. Members of the Police Department who work over eight (8) hours in any 24 hr. 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 the purpose of clarifying overtime, Section (c) (d) (e) and (f) shall pertain only to 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 purpose of clarification, will be the honest attempt by the officer in charge or his designate to make contact with the most senior officer. If the officer in charge or his designate is unable to make contact with the most senior officer, the senior officer that was called has no recourse.

(g) Effective July 1, 2012, compensatory time may be accrued to a maximum of two hundred twenty five (225) hours and used in accordance with the Fair Labor Standards Act (FLSA) and applicable Departmental Rules and Regulations. Effective with the 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 1/2 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 1/2 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

Rates will take effect on January 1, 2016.

All regular police details, except vehicle traffic control, will be paid to the officer @ $40.00 per hour.
Effective July 1, 2017, regular detail rates, except vehicle traffic control, will be paid to the officer @ $41.00 per hour.

- Details exceeding 8 hours will be paid a time and a half rate @ $60.00
- Details requested on those holidays listed in the CBA will be paid @ a time and a half rate @$60.00
- All details will be billed at a four (4) hour minimum.

All vehicular traffic Control details will be paid to the officer @$45.00 per hour.

- Traffic Details exceeding 8 hours will be paid to the officer a time and a half rate @ $67.50
- Traffic details requested between the hours of after 4:00 p.m. and prior to 7:00 a.m. will be paid to the officer a time and a half rate @ $67.50
- Traffic Details requested on Sundays between 8:00 a.m. and 4:00 p.m. will be paid to the officer a time and a half rate of @ 67.50
- Traffic Details requested on Sundays outside of the hours of 8:00 a.m. and 4:00 p.m. will be paid at a double time rate @ $90.00
- Traffic Details requested on those holidays listed in the CBA will be paid at a double time rate @ $90.00
- 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 those rates designated in the CBA.

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 the 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 or 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 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 man as long as there is no violation of Article VI, Section 5 on page 7. Two men 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 8. During the months of July through September no more than 8 working days vacation in succession may be taken by anyone man.

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 1st 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 bonafide 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 eight (8) 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 3. 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
Presidents' Day
Victory Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Memorial Day
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.

Any member of the Police Department called back to duty on any of the above holidays shall receive four (4) hours pay at 1 1/2 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 hat
Winter hat
Rain hat (cover)
Department shoes
Department boots
(2) Winter shirts
(2) Summer shirts
(4) Pants
(2) Tie

Weapon-45 caliber semi automatic
Holster
Ammo pouch (double) (2) Magazines Handcuff case
Cuffs
Expandable baton
Flashlight
Flashlight holder Keepers
Key strap
Baton holder

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

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 $900 per man 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 the approval of the Chief of Police will allow up to $925 per man per fiscal year for the purpose of cleaning and upkeep of clothing used in police work.

(d) The Town with the 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 l (a) above. 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 in the form of Exhibit B, attached hereto and incorporated by reference herein. 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 for reasons 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 1/2) days for each month worked provided, however, that they have not been off the payroll for more than fifteen (15) days in any given month due to a non-work related illness or injury.

Two hundred ten days (210) of sick leave may be accumulated. up to ten years of service. After ten years sick leave may be accumulated up to two hundred fifty days (250) days. At the time of retirement, sick leave may be taken in a lump sum after completion of 20 years of active service for officers hired prior to July 1, 2013 and after completion of 25 years of active service for officers hired after July 1, 2013.

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 receive regular payroll disbursements of accrued sick leave and continue to have the employee' s share of pension contributions withheld until reaching his/her normal retirement date. The payroll distribution of accumulated sick leave towards early retirement will result in no additional sick leave or vacation credits being 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. Employees utilizing this option will be entitled to all post retirement benefits otherwise granted upon normal retirement under the terms of this agreement.

(f) Upon exhaustion of all accumulated sick leave for a 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.

(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 and 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, 2015, the cost of this coverage shall continue to cap at $11.38 per week for an individual plan and $26.73 per week for a family plan. Effective July 1, 2017, the cap shall increase to $890 per year for an individual plan and $2085 per year 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. The employee shall be responsible for a co-payment according to the following schedule:

Primary Care Office Visit	$15
Specialist Office Visit	$25
Urgi-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-l01 and DD-l 02 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, 2015, 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 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. (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). 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.

(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. If equal coverage is afforded elsewhere through another employer, or available through a spouse's employee 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.

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) birth date or until Medicare eligible.

(e)In the event of death of a retired member as defined in sections (b) or (c) 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 the sum of $2500. 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. Employees electing this option must inform the Town no later than June 1.

(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 (d) above.

Section 3. Personal Days

(A) (a 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 the 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 three (3) 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 to had he not been so incapacitated, or to receive medical benefits in excess of his actual medical costs. In computing the salary or wage or 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.

(i) 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 following manner.

(ii) 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 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.

(iii) 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.

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 physical capabilities and limitations as determined by the Town's and 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 (ii). 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 conversation 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 an duty related disability retirement allowance within the eighteen (18) month period set forth in this subsection, that 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 reasonable degree of medical 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:

(ii) 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 governing RI State statute.

The Town will continue to provide family medical benefits as prescribed in Article IX, Section 2, (a) and (b) to 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 for in the current agreement until reaching his/her sixty-fifth birth date or Medicare eligible.

ARTICLE XI

Section 1. Salaries

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

Position	7/1/2015	7/1/2016	7/1/2017
	(2% base salary increase)	(2.5% base salary increase)	(2.75% base salary increase)
Recruit	$40,786.95	$41,806.63	$42,956.31
2nd Year	$46,752.30	$47,921.11	$49,238.94
3rd Year	$56,261.75	$57,668.30	$59,254.17
4th Year	$60,585.33	$62,099.96	$63,807.71
Inspector	$62,923.77	$64,496.86	$66,270.53
Sergeant	$64,205.61	$65,810.75	$67,620.55
Lieutenant	$66,366.30	$68,025.46	$69,896.16
Captain	$68,629.66	$70,345.40	$72,279.90
Deputy Chief	$72,853.88	$74,675.22	$76,728.79

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 the fiscal years 2015/2016, 2016/2017, and 2017/2018.

(b) All members of the Lincoln Police Department with four years of service will receive 2 percent of their base pay for the fiscal years 2015/2016, 2016/2017, and 2017/2018.

(c) All members of the Lincoln Police Department with five years of service will receive 3 1/2 percent of their base pay for the fiscal years 2015/2016, 2016/2017, and 2017/2018.

(d) All members of the Lincoln Police Department with ten years of service will receive 5 1/2 percent of their base pay for the fiscal years 2015/2016, 2016/2017, and 2017/2018.

(e) All members of the Lincoln Police Department with fifteen years of service will receive 8 percent of their base pay for the fiscal years 2015/2016, 2016/2017, and 2017/2018.

(f) All members of the Lincoln Police Department with twenty years of service will receive 8 1/2 percent of their base pay for the fiscal years 2015/2016, 2016/2017, and 2017/2018.

(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 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 the 12:00 AM to 8:00 AM shift shall receive shift differential pay in the amount representing one and one-half percent (1 1/2 percent) of the officer's base pay.

Section 4. Direct Deposit

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

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 grieving 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 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 that 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%). 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 services 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 2.0% 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-eight (58) birthday.

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 and permanent police official who has retired from the Town after January 1, 1950, sixty-seven and one-half percent (67 1/2%) to the benefits paid to such retired policeman shall be paid to his dependent widow, for his lifetime until she remarries, or if there be no widow or widow remarries then 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 Plan, dated effective September 1, 1970, will remain in the Town Hall for examination. The pension will be based on the employee's best three years of salary career average salary.

Section 2.

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 25th year.

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

Section 3.

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.

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

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 employees 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 employees 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 and Medical Leave Act of 1993 or related RI State statutes.

Employees eligible to receive a non-duty related pension 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 a employee must produce a physicians' 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 allowable under applicable law.

Section 6.

Police officers covered by this Agreement who retire after July 1, 2004 shall be entitled to a three percent (3%) compounded cost of living 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.

(a) 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, Local 435 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 & 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.

ARTICLE XVII

Section 1. Duration of Agreement

This Agreement and the provisions thereof (except where noted), shall become effective July 1, 2015 and shall continue in full force and be binding upon the respective parties hereto until June 30, 2018 and will continue in force until a new contract has been agreed to by both parties.

Pursuant to RIGL 28-9.2-13 the parties agree that the bargaining agent will serve 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 Lincoln Lodge No. 22/Local 435 on the date listed below.

TOWN OF LINCOLN

By: _____ Town Administrator

Date: 11/30/15

Witness: _____

LINCOLN LODGE NO. 22/LOCAL 435
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

By: _____ President

Date: 12-1-15

Witness: _____