

CITY OF EAST PROVIDENCE, RHODE ISLAND

AND

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
LOCAL NUMBER 569**



AGREEMENT

NOVEMBER 1, 2025 TO OCTOBER 31, 2029

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AGREEMENT

Pursuant to the provisions of Article IX, 9-2, Right to Organize, City of East Providence Charter and Chapter 9-2 entitled "Policemen's Arbitration" of the General Laws of Rhode Island, 1956, as amended, this Agreement is made and entered into this ____ day of March 2026 by and between the City of East Providence and International Brotherhood of Police Officers (IBPO), Local 569.

ARTICLE I

1.01 RECOGNITION

The City of East Providence recognizes Local 569, International Brotherhood of Police Officers as the sole and exclusive bargaining agent for all permanent Police Officers of the East Providence Police Department with the exception of the Deputy Chief and Chief of Police in accordance with the laws of the State of Rhode Island for the purpose of collective bargaining relative to wages, salaries, hours, and working conditions. The rights of the City of East Providence and employees shall be respected, and the provisions of this agreement shall be observed for the orderly settlement of all questions.

1.02 AGENCY SHOP

- A. **MEMBERSHIP & DUES/AGENCY FEES:** All employees in the bargaining unit on the effective date of this Agreement as of that date may either (1) become members of the Union and pay membership dues, (2) pay to the I.B.P.O. an agency service fee in an amount determined by the I.B.P.O. or (3) opt to not pay either membership dues or agency service fee. If the employee chooses this option, he will neither be a member nor entitled to representation from the I.B.P.O.

The City shall deduct from the pay of each employee covered by this Agreement all required I.B.P.O. dues and/or service charges, provided that at the time of such deduction there was in the possession of the City a current, lawful, written authorization for such deduction, executed by the employee, in a form agreed upon by the parties. The I.B.P.O. shall, by its Treasurer, certify in writing the amount of membership dues and services charges referred to above, to the City and all such dues and/or service charges deducted hereunder shall be remitted by the City to the Treasurer of the I.B.P.O. on a monthly basis. The I.B.P.O. agrees that it shall give at least thirty (30) days' notice to the City if the I.B.P.O. desires to change the amount of dues and/or service fees to be deducted from the bargaining unit employees' paychecks.

- B. **FAILURE TO PAY DUES/AGENCY SERVICE FEE:** The rights of any member who elects not to pay either union membership dues or agency service fee shall be governed by the provisions of R.I.G.L. §28-9.2-18, as amended.

ARTICLE II

2.01 MANAGEMENT RIGHTS

The East Providence Local No. 569, International Brotherhood of Police Officers acknowledges the right of the City of East Providence to issue rules and regulations governing the internal conduct of the Police Department as provided by law. The Union agrees that the City has the responsibility for the policies and administration of the Police Department which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this agreement. The City hereby retains and reserves unto itself all right, power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island and/or the United States of America.

2.02 SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and the opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union, within the provisions of the law, each voluntarily and unqualifiedly waives the right; and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

2.03 DISCHARGE AND DISCIPLINE

- A. The City or Chief shall have the right to discharge and/or discipline employees at any time for just cause and, in the case of discharge, shall give the Union and the employee at the time of said discharge the reasons for discharge in writing by giving a copy to the employee and local Union President. In the event the Union and/or the employee shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) working days from the date of such discharge.
- B. Summary punishment that exceeds five (5) working days without pay for minor violations of department rules and regulations and summary punishment that exceeds fourteen (14) days for violations of department rules and regulations that do not result in criminal charges requiring discipline for the violations as set forth in R.I.G.L. 42-28.6-13(c)(1)-(4) shall be in accordance with the provisions of the Law Enforcement Officers' Due Process, Accountability, and Transparency Act as set forth in R.I.G.L. 42-28.6-1 et. seq. Any punishment equal to or less than 5 or 14 days shall be subject to the grievance procedure as set forth in Article XXVI of this collective bargaining agreement.
- C. The City shall have the right to discharge and/or discipline any new employee who has not completed the probationary period. If notice in writing is given to the employee, the probationary period may be extended. The discharge and/or discipline of a probationary employee shall not be covered by the provisions of Section (A) above or by the grievance procedure set forth in Article XXVI hereof.

ARTICLE III

3.01 SENIORITY

- A. **ESTABLISHMENT:** Departmental seniority is established as of the date the Officer is sworn as a full time Police Officer of the City of East Providence. Members hired after November 1, 2006, on the same date will have their seniority determined by their graduating rank in the Rhode Island Municipal Academy. As to those members who have graduated from a certified police training academy, seniority shall be determined by their written test score (excluding residency points) for the East Providence Police Department.

Seniority in grade is established as the date of regular appointment to that grade except that seniority for Detective Corporal shall not be prior to November 1, 1991. The most recent date of hire will be used to determine vacation picks, post picks, longevity, promotional test requirements and seniority points for tests subject to the provisions of subsection 3.01B(2).

B. SENIORITY INTERRUPTION OR BREAK

- (1) **INJURED ON DUTY:** Seniority shall not be broken when a Police Officer is injured on duty and placed on pension by the City of East Providence is later found fit for work and returns to duty.
- (2) **VOLUNTARY TERMINATION:** Any member who voluntarily terminates their employment with the City of East Providence will have their seniority status broken. If the member later returns to the East Providence Police Department, they will be considered to be a re-hired employee. The most recent date of re-hire will be used to determine vacation picks, post picks, longevity, promotional test requirements and seniority points. For purposes of longevity pay eligibility as set forth in section 8.03 of this contract, the years of service will be calculated based on the member's date of re-hire and not the date that the member initially began employment with the department.
- (3) **SUSPENSION:** Seniority shall not be broken by the punitive suspension of a Police Officer from the Department, nor shall the suspension be considered a break in or interruption of service. However, a punitive suspension of more than thirty (30) cumulative days shall not count toward the calculation of the police officer's credited pension service for retirement service and related pension benefits.

3.02 STAFFING LEVELS - RANKING OFFICERS: The City will maintain in the Police Department a ranking officer complement consisting of:

- A. **CAPTAINS:** Four (4) Captains will work the hours as specified in Article VI, Section 6.01(B)(1).

- B. **LIEUTENANTS:** There shall be Ten (10) Lieutenants.

(1) STAFFING OF PATROL LIEUTENANTS

- a) **PLATOON COMMANDERS:** Three (3) Lieutenants assigned as Platoon Commanders and One (1) Swing OIC working two (2) days with the Second Platoon and two (2) days with the Third Platoon. The Lieutenants assigned to Platoon Commander shall have the ability to select their patrol platoon shift by seniority in rank. The Lieutenants assigned to the patrol division will work their selected patrol

platoon shift on a 4/2 schedule.

(2) STAFFING OF ADMINISTRATIVE LIEUTENANTS

- a) **OFFICE OF PROFESSIONAL STANDARDS/INTERNAL AFFAIRS:** One (1) Lieutenant assigned to the Office of Professional Standards/Internal Affairs selected by the Chief of Police.
 - i. The Lieutenant assigned to OPS/IA shall maintain a 5/2 administrative schedule.
 - ii. Effective November 1, 2026, the Lieutenant assigned to OPS/IA will not be a mandatory assignment. The Chief of Police shall have the discretion to reassign the Lieutenant to another division within the department.
 - iii. If the Lieutenant currently assigned to OPS vacates the position prior to Nov 1, 2026, the Chief of Police shall have the discretion to reassign the Lieutenant to another division within the department.
- b) **DETECTIVE DIVISION:** One (1) Detective Lieutenant with the Detective Division who will maintain a 5/2 Administrative schedule and selected based on seniority, qualifications, and initiative (SQI).
- c) **PLANNING AND TRAINING DIVISION:** One (1) Lieutenant assigned to the Planning and Training Division who will maintain a 5/2 Administrative schedule and selected based on seniority, qualifications, and initiative (SQI).
- d) **PROSECUTION DIVISION:** One (1) Lieutenant assigned to the Prosecution Division who will maintain a 5/2 Administrative schedule and selected based on seniority, qualifications, and initiative (SQI).
- e) **TWO ADDITIONAL LIEUTENANTS:** Two (2) Lieutenants assigned at the discretion of the Chief of Police and selected based on seniority, qualifications, and initiative (SQI). The two (2) Lieutenants who currently are not assigned to a specific division as listed above (Technical Services and Accreditation) shall work a 5/2 administrative schedule. When either position is vacated by the person who currently holds the assignment, the newly assigned Lieutenant will work a 5/2 schedule at the discretion of the Chief of Police.

(3) **EXPIRATION OF TERMS RELATED TO STAFFING OF LIEUTENANTS:** The provisions of this section related only to the number of Lieutenants, from 9 to 10, and the non-mandatory assignment of the OPS/IA Lieutenant shall expire as of the end of this collective bargaining agreement (October 31, 2029). The total number of Lieutenants will revert to nine (9) and be achieved through attrition.

(4) **SERGEANT ACTING AS OIC:** A Lieutenant shall be in command of the Police Station at all times. If a Lieutenant does not voluntarily accept an overtime opportunity to serve as the Officer in Charge (OIC), then the Chief of Police or his/her designee, may at his/her discretion, appoint a patrol sergeant who has at least two or more years at the Sergeant's rank and is working the shift where the vacancy occurs, as the OIC. When serving as the OIC, the Sergeant shall be compensated at the rate of pay of a Lieutenant. Otherwise, an officer of higher rank than that of Lieutenant shall be in command of the Police Station when no Lieutenant or qualified Sergeant is available.

C. SERGEANTS: Fourteen (14) Sergeants will be assigned as follows:

(1) **STAFFING OF PLATOON SERGEANTS:** Seniority shall be the basis for the filling of open positions within the three Patrol Division Platoons. Positions will consist of a day off group and a squad leadership.

- a) **FIRST PLATOON:** No less than three (3) sergeant positions will be available for selection in the First Platoon.
- b) **SECOND PLATOON:** No less than three (3) sergeant positions will be available for selection in the Second Platoon.
- c) **THIRD PLATOON:** No less than two (2) sergeant positions will be available for selection in the Third Platoon.

(2) **STAFFING OF ALL OTHER SERGEANTS:**

d) **TRAFFIC UNIT:** One (1) Sergeant shall be assigned to the Traffic Unit. The selection shall be based on qualifications and initiative from the top three (3) senior Sergeants who apply for the position.

At the discretion of the Chief of Police, the Traffic Unit Sergeant may be assigned to special duties or assigned to Patrol. This assignment shall not exceed ninety (90) days.

- e) **OFFICE OF PROFESSIONAL STANDARDS:** One (1) Sergeant will be assigned to the Office of Professional Standards. This selection will be made by the Chief of Police.
- f) **BUREAU OF CRIMINAL IDENTIFICATION (BCI):** One (1) Sergeant will be assigned to the Bureau of Criminal Identification (BCI.) This selection will be based on qualifications and initiative from the top three (3) senior Sergeants who apply for the position. In the event of absence due to sickness, vacation, compensatory time, personal days, injured on duty, the City will not be required to fill said vacancy.
- g) **COMMUNITY POLICING UNIT:** One (1) Sergeant will be assigned to the Community Policing Unit who will work a 5/2 shift. This position will be selected by the Chief of Police based on seniority, qualifications, and initiative.
- h) **SPECIAL INVESTIGATIONS UNIT (SIU):** One (1) Sergeant will be assigned to the Special Investigations Unit. This selection will be made by the Chief of Police.
- i) **SERGEANTS NOT OTHERWISE ASSIGNED:** All Sergeants not otherwise assigned will be assigned to the Patrol Division Platoon System.

D. **DETECTIVES:** Thirteen (13) Detectives assigned at the discretion of the Chief of Police.

(1) **STAFFING OF DETECTIVES**

- a) **WORK SCHEDULE:** Detectives shall work 8:00 a.m. to 4:00 p.m. unless the Chief of Police assigns detectives(s) to 2nd shift where the hours will be decided at the Chief's discretion in accordance with section 6.01B(9).
- b) **MAJOR CRIMES & BCI:** A Detective shall be assigned and on call for Major Crimes and BCI (Monday through Sunday). Said detective shall receive (1) one hour of OL for each 8 hours of on call per day for each respective on call day.

(2) **THE RANK OF CORPORAL:** The rank of Corporal is established for permanent members only of the Detective Division which shall include Detectives and BCI Detectives. Patrol Officers acting as Detective or BCI Detective temporarily assigned to those positions on a

training basis shall not qualify for Acting Corporal wages. Long-term vacancies that are filled from the Detective list shall be paid at the acting rate.

- E. **ACTING CAPACITY:** When it is necessary for the Department to fill rank in acting capacities, it will be done in accordance with Article IV - 4.01 (D)(2).
- F. **TASK FORCES:** An officer shall not be assigned to a state or federal task force unless the officer has completed at least (3) three years as a member of the East Providence Police Department.

3.03 STAFFING LEVELS – PATROL OFFICERS

- A. **PATROL OFFICERS:** For purposes of this section, the term “Patrol Officer” shall refer to all Officers holding the rank of Patrolman (probationary or permanent), Patrolwoman (probationary or permanent), or Patrol Corporal. All Officers assigned to the Patrol Division Platoon System will work a 4/2 workweek (See Section 6.01 (A)) except where noted.

(1) STAFFING OF PATROL OFFICERS

- a) **TRAFFIC UNIT:** Three (3) Patrol Officers will be assigned to the Traffic Unit. The Officers in this unit shall work a 4/2 work week. The Traffic Unit will consist of volunteers. If insufficient Patrol Officers volunteer, the balance of the unit will be assigned on the basis of inverse seniority. If there are more volunteers than there are openings, the Chief shall consider seniority, qualifications and initiative in assigning personnel to vacancies in the Traffic Unit when they occur. The Traffic Unit shall be staffed without minimum manning requirement. This unit shall be assigned on a permanent basis from 7:00 a.m. to 3:00 p.m. and 11:00 a.m. to 7:00 p.m. except at the discretion of the Chief after consultation with the President of the IBPO or their designees and except in an emergency.
- a) **SERVICES DIVISION:** One (1) Patrol Officer will be assigned to the Services Division. Selection to this position will be based on seniority. This officer shall work a 5/2 work week during the hours 7:45 a.m. to 3:45 p.m.
- b) **PROSECUTION UNIT:** One (1) Patrol Officer will be assigned to the Prosecution Unit. Selection to this position will be based on seniority. This officer shall work a 5/2 work week during the hours of 7:00 a.m. to 3:00 p.m.
- c) **COMMUNITY POLICING UNIT:**
 - I. **COMMUNITY RELATIONS OFFICER:** One (1) Patrol Officer will be assigned as a Community Relations Officer/Elderly Affairs. This selection will be made by the Chief of Police. This officer shall work a 5/2 work week 7:45am to 3:45 pm.
 - II. **COMMUNITY AFFAIRS OFFICERS:** At least (2) two community affairs officers (CAO) shall primarily work a 4/2 shift. CAO schedules may be required to be flexible as the need arises. The Chief of Police shall select patrol officers for the CAO positions based on seniority, qualifications, and initiative out of the top three (3) senior patrol candidates. The shift of the CAO will be 7:45 a.m. to 3:45 p.m. and 11:45 a.m. to 7:45 p.m. A CAO will count toward patrol division minimum manning requirements as set forth in Section 3.04 (B) except where there is a preplanned community event that is submitted to the CPU supervisor at least three (3) days prior to the community event.

III. **SCHOOL RESOURCE OFFICERS:** Three (3) Patrol Officers will be assigned as School Resource Officers (SROs). Selection to this position will be consistent with Section 3.05 of this agreement. These officers will work a 5/2 work week.

(2) **WORK HOURS FOR PATROL OFFICERS:** The regular workweek for all members of the bargaining unit shall be an average of thirty-seven and one half (37.5) hours and a work schedule for four (4) days on duty and two (2) days off duty.

- a) **THE FIRST PLATOON:** The First Platoon shall work from 7:45 a.m. to 3:45 p.m.
- b) **THE SECOND PLATOON:** The Second Platoon shall work from 3:45 p.m. to 11:45 p.m.
- c) **THE THIRD PLATOON:** The Third Platoon shall work from 11:45 p.m. to 7:45 a.m.

B. **UNASSIGNED PATROL OFFICERS:** All Patrol Officers not otherwise assigned will be assigned to the Patrol Division Platoon System.

C. **THE RANK OF CORPORAL:** The rank of Corporal shall be granted to Patrol Officers who complete twenty (20) years of service.

3.04 PATROL DIVISION PLATOON SYSTEM

A. MINIMUM MANNING

(1) **FIRST PLATOON:** There will be no less than one (1) Lieutenant, one (1) Sergeant, and eight (8) Patrol Officers working any given First Platoon shift (7:45 a.m. to 3:45 p.m.). The ability to staff nine (9) Patrol Officers will remain in effect, however, no one will be ordered to work the 9th Patrol Officer position.

(2) **SECOND PLATOON:** There will be no less than one (1) Lieutenant, two (2) Sergeants, and eight (8) Patrol Officers working any given Second Platoon Shift (3:45 p.m. to 11:45 p.m.). The ability to staff nine (9) Patrol Officers will remain in effect, however, no one will be ordered to work the 9th Patrol Officer position. If two (2) Sergeants are working, one (1) Sergeant can use compensation time, personal day, or vacation leave and fill a Patrol Officer post vacancy if a member is going to be ordered to work that vacancy.

(3) **THIRD PLATOON:** There will be no less than one (1) Lieutenant, one (1) Sergeant, and six (6) Patrol Officers working any given Third Platoon shift (11:45 p.m. to 7:45 a.m.). The ability to staff seven (7) Patrol Officers will remain in effect, however, no one will be ordered to work the 7th Patrol Officer position.

B. **ELIGIBLE COMMUNITY AFFAIRS OFFICER:** If the 8th post is filled voluntarily, the eligible CAO will not be used toward minimum manning. If the 8th position on either the first or second platoon cannot be filled voluntarily, then the CAO will count toward the minimum manning requirement.

C. **VOLUNTEERING FOR SERGEANT SHIFT VACANCY:** If a Patrol Sergeant is going to be ordered

to work, members on the active Sergeants promotional list can voluntarily fill the Sergeant vacancy. Members of the active promotional list will be asked in order by their ranking on the promotional list and acting sergeant hours worked provided that they have completed the necessary supervisory training or instruction as determined by the Chief of Police.

D. SELECTION OF POSITIONS

- (1) **PATROL OFFICERS:** Seniority shall be the basis for the filling of open positions within the Patrol Division Platoon System. Positions will consist of a day off group and post assignment.
 - a) **FIRST PLATOON:** No less than twelve (12) positions will be available for selection in the First Platoon.
 - b) **SECOND PLATOON:** No less than twelve (12) positions will be available for selection in the Second Platoon.
 - c) **THIRD PLATOON:** No less than nine (9) positions will be available for selection in the Third Platoon.

- (2) **SERGEANTS:** Seniority shall be the basis for the filling of open positions within the three Patrol Division Platoons. Positions will consist of a day off group and a squad leadership.
 - a) **FIRST PLATOON:** No less than three (3) positions will be available for selection in the First Platoon.
 - b) **SECOND PLATOON:** No less than three (3) positions will be available for selection in the Second Platoon.
 - c) **THIRD PLATOON:** No less than two (2) positions will be available for selection in the Third Platoon.

- (3) **LIEUTENANTS:** Seniority shall be the basis for the filling of open positions within the three Patrol Division Platoons and the Officer in Charge (OIC) positions. Positions will consist of a day off group assignment and either a Platoon command or OIC assignment.

3.05 SELECTION & TRAINING OF SCHOOL RESOURCE OFFICERS (SROs)

- A. **NUMBER AND DUTIES:** There will be three (3) specialized assignments within the East Providence Police Department referred to as School Resource Officers (SRO's). These Officers will be responsible for maintaining order within their assigned schools. SROs will serve as mentors and lecturers in appropriate classes and will be interacting with students in a non-traditional manner.

- B. **ELIGIBILITY OF CANDIDATES:** Candidates for the SRO assignment will be selected from the

Patrol Division and will have a minimum of (18) months of service and successful completion of their entry level probationary period with the East Providence Police Department at the time of appointment. This selection process will take place starting on June 1st of each year and the officers selected by August 1st of each year, so a change is not made during the school year. The eligible selection list for SROs shall be valid for two (2) years.

- C. **SELECTION:** Selection to this assignment will be based on qualifications, initiative, and seniority. SROs must possess teaching skills, public speaking skills, human relations skills, conflict resolution skills, a desire to work with youth and the willingness and ability to be flexible.
- D. **WORK HOURS:** Duty hours of the SRO must be flexible, but they will primarily mirror school administrator's hours. SROs shall primarily work Monday through Friday during the school year but may be required to be flexible as the need arises. An SRO assigned to the High School will primarily work 7:00 a.m. to 3:00 p.m. and the SROs in the Middle Schools will primarily work 7:30 a.m. to 3:30 p.m.
- E. **SUPERVISION & ASSIGNMENT:** SROs will be assigned to a designated secondary school during the school year. The immediate supervision for the SRO's will be the responsibility of the Community Policing Sergeant. The assigned SRO's and/or the Community Policing Sergeant shall confer daily with the respective school principals or their designee in order to obtain their input, and to ensure that concerns of the School Administration are being properly addressed.
- F. **VACATION & WORK WEEK:** The SROs will maintain their 5/2 workweek and hours when school is not in session. Their duties during these periods will be dictated by the needs of the Department. SROs shall take their vacations during school vacation periods only unless otherwise authorized by the Chief of Police. SRO leave time will not count towards the total leave allotment allowed per platoon. (See 10.01(B)(9)).
- G. **LIMIT OF TIME OFF:** During the East Providence school department's school summer vacation period or when the schools are closed due to an unscheduled event for three (3) or more consecutive days, no more than (2) two SROs will be allowed to be off per shift. During scheduled school department vacations, all SRO's may be on vacation leave at the same time consistent with Article III, Section 3.05. A third SRO may be granted leave of the sole discretion of the Chief of Police or his designee contingent on adequate staffing.
- H. **MINIMUM MANNING CALCULATION:** During the summer vacation period or when the schools are closed due to an unscheduled event of more than three consecutive (3) days, the SRO will count toward the minimum manning patrol division requirements as set forth in 3.04.
- I. **SRO UNIFORM:** SROs shall be authorized to wear either the Soft Duty Uniform consisting of a Department issued polo shirt, black BDU pants and boots, or the Full Duty Uniform depending on the specific need or occasion. SROs shall be armed and fully equipped.

- J. **REMOVAL:** The Chief of Police, after consultation with the IBPO President, may remove an Officer from this assignment. The respective school principal, the Community Policing Sergeant, and the Patrol Division Commander shall conduct SRO performance evaluations yearly.

3.06 BUREAU OF CRIMINAL IDENTIFICATION (BCI)

- A. **ON-CALL DETECTIVE:** At all times, there shall be on call status for BCI Detectives, or those detectives so designated to be on call to perform BCI duties. On call is understood to be ready and available if requested to respond to work. There shall only be one (1) Detective on call per night. In exchange for being placed "on call" said Detective will be compensated with one (1) hour of OL for each eight (8) hours of on call per day he/she is placed on call. Furthermore, it is further understood that said compensatory time received shall be used in the calendar year in which it is earned.

3.07 LAYOFFS

In the event it shall become necessary for any reason to lay off members of the East Providence Police Department, such layoffs shall be on the basis of "last person hired--first person out". If a Sergeant or other superior officer is laid off, that person shall have the right to be reduced in rank and bump into the next lower rank. In the event an opening in the next higher rank shall occur, then such rank opening must be filled with the Officer who had been bumped out of such rank. Where less than all members of a group of equal seniority are to be laid off as "last hired-first out", then a lottery among the group shall determine layoffs so those chosen shall leave and come back in reverse order (first out--last in).

ARTICLE IV

4.01 VACANCIES

- A. **TIMING:** The Department shall make transfers and promotions from existing lists within twenty (20) days of the vacancy occurrence for present and future promotional and transfer vacancies subject to the testing procedures set forth below.
- B. **APPLICATION PERIOD:** The application period for promotional testing for all ranks will be announced the first week of July. The application period will be open and posted for ten (10) business days. Upon the end of the ten-day posting period, a test date will be announced consistent with the provisions below. Applicants for each rank must have attained the minimum service requirements with the East Providence Police Department by October 1st of the testing year as set forth in paragraph 4.01E.
- C. **NOTIFICATION:** Notice of the promotional process, which will be scheduled for the first week of October. A physical copy will be posted Notices will be posted in a location in the East Providence Police Department agreed upon by the union and the Police Chief and will be sent

to each member department by email.

D. **PROCEDURE:** Oral and written exams will proceed during the first week of October every two years.

- (1) In the event of the exhaustion of an eligibility list prior to January 1st of the year of the upcoming promotional test, an expedited testing process will be conducted as soon as practical and following the guidelines related to Sections 4.01 (B) and (C).
- (2) If it is necessary to fill an open rank before the date of the written examination, the Chief of Police may fill the position from the lower eligible rank in any acting capacity based on seniority, qualifications, and initiative until a new promotional list for the open position is certified. Acting Positions will be filled as specified in Section 3.02 (E).

E. **MINIMUM SERVICE REQUIREMENT:** In order to be eligible to apply and take a promotional exam, a member must have obtained service requirements as of October 1 of the testing year. For purposes of this section, "satisfactory service" shall mean time as a permanent member of the East Providence Police Department except that acting experience can be documented by Personnel Orders of at least (30) thirty consecutive days would be allowed for purposes of qualification under the minimum service requirement for the ranks as noted above. Each prospective candidate must have obtained a permanent status of the rank below in order to compete in the next eligible ranked promotional process. Following are service requirements of each rank.

- (1) **CAPTAIN:** At least one (1) year of "satisfactory service" as a Lieutenant. No member can be permanently appointed to the position of Captain until completing two (2) continuous years at the rank of Lieutenant.
- (2) **LIEUTENANT:** At least one (1) year of "satisfactory service" as a Sergeant. No member can be permanently appointed to the position of Lieutenant until completing two (2) continuous years at the rank of Sergeant.
- (3) **SERGEANT:** At least five (5) years of "satisfactory service" as an East Providence Police Officer.
- (4) **DETECTIVE:** At least three (3) years of "satisfactory service" as an East Providence Police Officer.

F. **SPECIAL INVESTIGATIVE UNIT (SIU) SELECTION:** The Special Investigation Unit shall not be considered part of the Detective Division for the purposes of promotions and transfers. Selection for the Special Investigation Unit shall be at the discretion of the Chief of Police.

G. **SELECTION OF CANDIDATES FOR POSITIONS:**

- (1) For each vacancy in the rank of Sergeant, Lieutenant, and Captain, the Mayor will make the selection from the top three (3) candidates and will consider seniority, qualifications

and initiative.

- (2) For each vacancy in the rank of Detective, the Chief of Police will make the selection from the top three (3) candidates and will consider seniority, qualifications and initiative.
- (3) If a member on any current or future certified promotional list declines a promotion, the member will not be considered to be eligible for the promotion by the appointing authority. The appointing authority will make the promotional appointment from the remaining top three (3) eligible members. A member who declines another promotional opportunity after 120 days of their initial declination, then the member shall be removed from the promotional list. If, as a result of the member's removal, there are no longer any eligible members on the promotional list, the list shall be considered exhausted, and a promotional exam will be offered.
- (4) All promotional offers will be made in writing, signed and dated by the Chief of Police or his designee.

H. RANK OF PATROL CORPORAL: The rank of Corporal shall be granted to Patrol Officers who complete twenty (20) years of service. Patrol Officers acting as Detective or BCI Detective temporarily assigned to those positions on a training basis shall not qualify for Acting Corporal wages.

I. DETECTIVE CORPORAL: A Detective must have at least three (3) years of satisfactory service as a Patrol Officer.

J. EXAMINATION FOR DETECTIVE DIVISION

- (1) Except for supervisors, promotion to Detective Division shall be from a competitive examination list when permanent vacancies occur. Temporary transfers for training purposes for periods not to exceed six (6) months may be made at the discretion of the Chief of Police.
- (2) The Detective Division for examination purposes only shall consist of the following units:
 - a. Detectives
 - b. BCI
- (3) The Special Investigation Unit shall not be considered part of the Detective Division for purposes of this section and transfers to and from the Special Investigation Unit shall be at the discretion of the Chief of Police notwithstanding any provisions of this agreement to the contrary.

K. EXHAUSTION OF PROMOTIONAL LIST

- (1) Any promotional list created under subsection 4.01D(1) will automatically expire, and a

new list created in accordance with the testing date schedule set forth in 401(D).

- (2) A minimum of three (3) personnel shall be eligible to take a promotional examination regardless of length of service. In the event that there are less than three (3) members eligible under the "minimum service time" in individual class titles as stated in 4.01(E), the next senior member or members with identical seniority in that rank shall be eligible until at least three (3) members are eligible for the promotional examination

- L. **MAINTENANCE OF PROMOTIONAL LISTS:** It is hereby agreed that if this process is followed by the City of East Providence with the cooperation of IBPO Local 569, a promotional list should always be in existence just prior to the expiration date of the existing promotional list or just after the expiration date of the existing promotional list.

4.02 EXAMINATION TYPES

- A. **Examinations shall consist of the following:**

(1) For Detective Corporals, Sergeants, Lieutenants and Captains, a written examination administered by the Personnel Director and an oral examination administered by an impartial group of examiners. In addition, employee performance evaluations of each competitor will be made by the Chief of Police and the competitor's division head, unit head or supervisor. Said evaluation shall not be used in the promotion's test scoring procedure below but shall be kept as part of the personnel brochure of the competitor.

- B. **EXAM POINTS:** The order of these examinations and evaluations shall be as follows:

Written examination	100 points
Oral examination	25 points
Length of service	15 points

(based on 1/4 point per three full calendar months of service to a maximum of 15 years of service) calculated in accordance with 4.02(F).

- C. **PASSING SCORE:** A passing grade on written promotional examinations will be seventy (70) or a grade specified by the testing company prior to the test.
- D. **POLICE CHIEF'S POINTS:** The Chief of Police may award up to a total of (5) five Chief's Points to each applicant. Points shall only be added to the applicant's final score. The Chief's points will not count toward the score on the written exam. Prior to the administration of the oral exam, the Chief of Police will provide to each candidate the number of points awarded.
- E. **EDUCATION POINTS:** Candidates shall receive points for attainment of a college degree. Points shall be added to each applicant's overall score. By the application deadline, a member

shall be required to submit a certified transcript to the Department of Human Resources from an accredited college or university to receive educational points. Points will only be awarded for the highest degree level attained. Once a certified transcript has been submitted for any promotional process, it will count toward future processes, and the member will only need to submit a transcript for a higher education level obtained. A candidate may receive points for the highest degree attained, as follows:

- Master's Degree or higher: 5 points
- Bachelor's Degree: 3 Points
- Associate's Degree: 1.5 points

F. SERVICE TIME POINTS: Candidates will receive up to 15 points for length of service as an East Providence Police Officer. Candidates will receive one-quarter ($\frac{1}{4}$) point per three full calendar months of service to a maximum of 15 years of service. Service time shall be computed from the date of appointment to the Police Department as a sworn officer to the first day of the month in which the test is administered. Points shall be added to the applicant's overall score.

G. WRITTEN EXAM RESULTS & CHALLENGES

(1) **NOTIFICATION OF RESULTS:** Reasonable efforts will be made to notify all candidates of their written testing score within ten (10) business days of the conclusion of the written exam. If available, preliminary results will be provided upon the completion of the written exam (i.e.: scantron or other electronic testing materials allowing quick access to preliminary scores).

(2) **REVIEW/CHALLENGE OF TEST RESULTS:** Within seven (7) business days of the receipt of their written exam score, all candidates who took the test will have an opportunity to review their tests during normal business hours of the Human Resources Department. Each candidate shall be allowed to challenge questions and will have the right to have those challenges answered.

(3) **CHALLENGE RESPONSE:** Reasonable efforts will be made to notify all candidates of the results of their challenge within ten (10) business days of their submission to the testing company.

H. EXPIRATION OF PROMOTIONAL LISTS: Promotional lists for Sergeant, Captain and Lieutenant will be good for two (2) years. The Mayor will select from the top three (3) certified candidates and will consider seniority, qualifications and initiative.

4.03 VACANCIES - OTHER

Vacancies shall further be defined as any openings in shifts due to days off, vacations, sickness or any other necessary circumstances other than a permanent vacancy. The Mayor shall consider seniority, qualifications and initiative as a basis for assigning personnel to special details or to other specialized units

or divisions within the department. The Mayor shall establish and judge the qualifications of such personnel. The Mayor may delegate the above authority to the Chief of Police in accordance with the City Charter.

4.04 POLICE CHIEF/DEPUTY CHIEF

There shall be a Chief and Deputy Chief to be appointed by the Mayor. It is mutually understood by the City of East Providence and the East Providence Local No. 569, International Brotherhood of Police Officers that in so far as practical, it shall be the goal to train and manage the force of the East Providence Police Department so that when a vacancy occurs in the position of Chief or Deputy Chief, absent unusual circumstances, the selection shall be made from the ranks of the East Providence Police Department. Both parties recognize that for planning and development purposes, it is in the mutual best interest for the selection to be made as above. However, both parties recognize that there may be circumstances where such is not practicable and, in those circumstances, the City may have to seek applicants from other agencies.

When the selection of the Chief or Deputy Chief is made from the internal ranks of the East Providence Police Department, any established, promotional list in effect at the time of the vacancy of the Chief or Deputy Chief will not expire until any vacancy in rank created by the internal promotion of Chief or Deputy Chief is filled. If the selection of the Chief or Deputy Chief is made from a candidate outside of the department, all promotional lists shall expire consistent with the terms and conditions of the collective bargaining agreement.

ARTICLE V

5.01 DUTIES

- A. The duties of the members of the Police Department shall consist of upholding the Constitution of the United States and the State of Rhode Island, the provisions of the City Charter and all City Ordinances and Regulations.
- B. **MAINTENANCE OF POLICE VEHICLES:** Routine maintenance of Police vehicles shall not be a function or duty of a Police Officer. It is understood, however, that at times emergency vehicular repairs will be necessary and nothing in this section shall prohibit a Police Officer from being required to make such emergency repairs.

5.02 DETAIL TO OTHER DEPARTMENTS PROHIBITED

The City of East Providence agrees that members of the East Providence Police Department, whose duties are as defined in Article V, Section 5.01, shall not be detailed to other departments of the City except in case of emergency as declared by the Mayor. Transfer shall be at time and one half. The transfer from one unit to another within the Police Department shall be the responsibility of the Chief of Police. No Police Officer will be required to work as a Dispatcher for an entire shift except in cases of emergency as declared by the Mayor.

ARTICLE VI

6.01 WORK HOURS

- A. **REGULAR WORK WEEK:** The regular workweek for all members of the bargaining unit shall be an average of thirty-seven and one half (37.5) hours and a work schedule for four (4) days on duty and two (2) days off duty.
- B. **REGULAR WORK WEEK EXCEPTIONS:** The following persons shall be exempted from the above provisions and shall work five (5) days on and two (2) days off schedule Monday through Friday:
- (1) All Captains 7:45 a.m. to 3:45 p.m.
 - (2) Prosecution Bureau (Lieutenant and Patrol Officer) 7:00 a.m. to 3:00 p.m.
 - (3) 3 Services Division (Lieutenant and Patrol Officer) 7:45 a.m. to 3:45 p.m.
 - (4) Community Relations Officer 7:45 a.m. to 3:45 p.m.
 - (5) SIU Sergeant and Officers
 - (6) CPU Sergeant – Flexible hours (8 consecutive hours)
 - (7) OPS/IA Lieutenant and Sergeant 7:45 a.m. to 3:45 p.m.
 - (8) BCI Sergeant 7:45 a.m. to 3:45 p.m. or hours at the discretion of the Chief after consultation with the IBPO.
 - (9) Detectives 8:00 a.m. to 4:00 p.m. unless the Chief of Police assigns detectives(s) to 2nd shift where the hours will be decided at the Chief's discretion.
- C. **COMPENSATION TIME:** All East Providence Police Department members who are assigned to work a 5/2 shift shall receive eight (8) hours of compensation time per quarter.

6.02 LUNCH PERIOD

A members will be allowed thirty (30) minutes for a meal break or forty-five (45) minutes for fitness per 8-hour shift. During these periods, the member will be available for regular duty, including responding to calls or directives from a supervisor. All fitness activities must occur in the department's designated workout area, or for outdoor fitness, within the immediate vicinity of the police department headquarters.

6.03 SUBSTITUTIONS

The right to substitute at any time shall be permitted provided that permission to substitute must be obtained from the Chief of Police, and said permission shall not be unreasonably withheld and does not interfere with the orderly procedures of the Department.

6.04 ORDERING ON DAY OFF

All members on scheduled days off cannot be ordered into work otherwise specified in their job responsibility until their next scheduled return to service. If a member works overtime on their day off or for example has a scheduled court date on their day off, this does not apply to "return to service." This provision shall not apply upon the declaration of city-wide state of emergency by the Mayor or Chief of Police.

6.05 OVERTIME

- A. **TIME AND ONE HALF:** All hours worked in excess of the regular eight (8) hour shift shall be compensated for at the rate of time and one half (1.5). Any time worked over fifteen (15) minutes in any hour shall be compensated for as one (1) full hour overtime. It is expressly understood by the parties hereto that hours worked on special details shall not be counted in determining the number of hours worked for overtime purposes.
- B. **COMPENSATION TIME OPTION:** Members shall have the option of receiving compensatory time off in lieu of overtime pay to a maximum accumulation of 90 hours. Such compensatory time may be taken upon four days' notice and excluding major holidays, i.e., July 3 and 4, Thanksgiving Day, December 24 and 25, December 31, January 1. Compensatory time off shall be computed at time and one half (1.5).
- C. **COMPENSATION TIME LIMITS:** No more than two (2) patrol officers from the First Platoon Division and two (2) platoon officers from the Second Platoon Division shall be permitted to take compensatory time on any one calendar day. No more than one (1) patrol officer of the Third Platoon shall be permitted to take compensatory time on any one calendar day.
- D. **CONFERENCES AND SEMINARS:** The provisions of this section do not apply when members are attending conferences or seminars.
- E. **TRANSPORT OF PRISONORS:** Whenever a member is detailed to pick up a prisoner and such detail requires the member to work beyond the normal shift hours, overtime at the rate of time and one half (1.5) to a maximum of four (4) hours each day will be paid. Overtime rates do not apply to transportation time when transportation can be scheduled during normal hours or to layover time to, from or at the place of pick up.
- F. **FTO COMPENSATION TIME:** Field Training Officers shall receive two (2) hours of compensation and (1) hour of overtime when training new police officers of the East Providence Police Department.
- G. **MANDATORY IN-SERVICE TRAINING:** All members of the East Providence Police Department in attendance at mandatory in-service training programs shall be compensated at time and one half (1.5) per hour with a minimum of two (2) hours, except when such attendance is during the hours when such member is on duty, then overtime payments shall not apply.

6.06 CALL-BACK PAY

Employees called back during emergencies shall be compensated for at least four (4) hours. The pay for this time shall be at the overtime rate of pay as heretofore set forth in Section 6.05 of this Article.

6.07 OVERTIME EXCEPTIONS RELATED TO CAPTAINS

- A. **OVERTIME LIMITATIONS:** The overtime provision contained in 6.04 and 6.05 above will be paid only up to and including the rank of Lieutenant. Members holding the rank of Captain are not subject to the overtime provisions set forth in this agreement.
- B. **CAPTAIN'S USE OF POLICE VEHICLES:** Captains are permitted to take home vehicles to allow them to respond to emergency calls, while off duty, within one hour of the police station. Because Captains are on call twenty-four (24) hours a day seven (7) days per week, they are authorized to utilize the take-home vehicles for personal use. Captains may utilize city-owned vehicles off duty for personal purposes provided the distance traveled is reasonable. Personal errands on the way to and from work and during off duty hours are permitted, but Captains are prohibited from allowing the vehicle to be driven by any other person, including member of the Captain's family. While utilizing a city-owned vehicle, a Captain shall at all times have their police radios activated in order to be available to respond to emergencies during their off hours. At no point, shall a Captain utilize a city-owned vehicles for vacation purposes. Captains shall be required to get the express permission of the Chief of Police to use their vehicles to travel more than thirty (30) minutes away for personal reasons.

ARTICLE VII

7.01 PAID HOLIDAYS

Members of the bargaining unit working thirty-seven and one half (37.5) hours and who are normally required to work on authorized holidays shall be granted uniformly an additional one (1) day's pay for each of the following holidays. Members of the bargaining unit working the 5 days on 2 days off schedule will be granted the same holidays. Holiday pay computation shall be based on a 10.75 hour day effective November 1, 2019.

A. Following are paid holidays.

- New Year's Day
- Veteran's Day
- Labor Day
- Washington's Birthday
- Indigenous Person's Day
- Independence Day
- National Police Memorial Day (May 15)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Memorial Day
- Easter Sunday
- Martin Luther King Day

B. **EMPLOYEES ON LEAVE:** Employees on leave of absence or long-term sick leave without pay (non-pay status) shall not be entitled to holiday payments. This provision does not apply to employees

who are on suspension.

- C. **JUNETEENTH HOLIDAY (JUNE 19TH):** Members of the bargaining unit working the 5 days on and 2 days off schedule will be granted the day off with pay based on their normal schedule. All other members who are assigned to work on the day will be paid time and one-half (1.5) of their base pay based on the number of hours worked.

ARTICLE VIII

8.01 SALARIES

SALARY INCREASES: All members of the bargaining unit will receive salary increases on the dates and in the percentage amounts indicated below. The salaries per rank for the periods indicated below are set forth in the attached Exhibit A.

- Nov 1, 2025: 0% increase
 - Nov 1, 2026: 2.5% increase
 - May 1, 2027: 2.5% increase
 - Nov 1, 2027: 2.5% increase
 - May 1, 2028: 2.5% increase
 - Nov 1, 2028: 2.5% increase
 - May 1, 2029: 2.5% increase
- A. **SHIFT DIFFERENTIAL:** Beginning on November 1, 2025, there will be a shift differential of \$2.00/hour for all members who work the first shift (Midnight to 8:00 am) only. No other shift shall be entitled to any shift differential pay.
- B. **ONE-TIME PATROL STIPEND:** All members who hold the position of patrol officer as of November 1, 2025, shall receive a one-time, non-pensionable stipend, equal to 2.25% of their base salary as of that date. The stipend shall not be added to their base salary for the purpose of calculating any subsequent salary increases as set forth in the salary schedule of this collective bargaining agreement.

8.02 STEP INCREASES

- A. **SALARY STEPS:** For new employees hired as of November 1, 2025, including the completion of the 12-month probationary period, will reach top pay in forty-eight (48) months and shall advance through each step (after the completion of probation) at the completion of nine (9) month increments.

8.03 LONGEVITY PAY

Following is the schedule of longevity pay for members, effective November 1, 2026. Longevity shall be paid yearly in the first pay day in November. Longevity shall be paid in one lump sum and shall be considered part of the base salary for pension purposes only. An employee whose employment date qualifies them for longevity pay midyear shall receive a pro rata amount based upon the portion of the year during which they were eligible for such payment.

- 5 to 9 years of service: 5% of base pay

- 10-14 years of service: 8% of base pay
- 15 to 19 years of service: 9% of base pay
- 20-21 years of service: 10% of base pay
- 22 years of service: 11% of base pay
- 23 and over years of service: 12% of base pay

8.04 STIPENDS

- A. **DETECTIVE CORPORAL (20 YEARS) OR HIGHER RANK STIPEND:** Members who have obtained the rank of Detective Corporal or above and have completed twenty (20) years within the East Providence Police Department, shall receive a One Thousand Five Hundred Dollar (\$1,500.00) pensionable stipend paid on June 1st annually. Members within the required rank who reach the completion of twenty (20) years of service within the East Providence Police Department after June 1st, but before November 1st (the beginning of the next contract year) shall be entitled to their payment on June 1st prior to their anniversary. In the event they do not complete their required 20 years of service then the pensionable stipend will be refunded from any post-employment (bust out) payment.
- B. **ACCREDITATION STIPEND:** Each member shall receive a yearly payment of one thousand dollars (\$1000) for department accreditation by the Rhode Island Police Accreditation Committee (RI-PAC). Payment will be made in the pay period following the anniversary date of accreditation (February 28th) through the remainder of this agreement. If the department loses accreditation during the duration of this agreement, no payments shall be made.
- C. **SPECIAL REACTION (SRT)/CRISIS NEGOTIATION TEAM (CNT) STIPEND:** Members who hold positions on the Special Reaction Team or Crisis Negotiation Team shall be eligible to receive an annual non-pensionable stipend as follows beginning on November 1, 2026:
- SRT Commander: \$1000
 - SRT Assistant Commander: \$800
 - Crisis Negotiation Commander: \$650
 - Team Leader (Max Of 2:): \$500
- D. **SPECIALTY UNIT STIPEND:** Patrol Officers who are assigned to the Community Policing Division (SRO, CAO, CRO), Services Division, Traffic Division, SIU, and Prosecution Division shall be eligible to receive a one thousand five hundred dollar (\$1500) non-pensionable stipend upon the completion of one (1) full year of service in the stated position. If a member fails to complete (1) one full year of service in the position, the member shall not be entitled to any payment or pro-ration for anytime service less than a (12) twelve-month period. For purposes of calculating the twelve-month period, the eligibility for this benefit shall commence as of November 1, 2025, or any date that the member is appointed to the stated position.
- E. **FOREIGN LANGUAGE STIPEND:** As of November 1, 2026, each member of the East Providence Police Department who is determined to be proficient in a foreign language shall be entitled to an annual non-pensionable stipend of five hundred dollars (\$500) payable on November 1. The determination of proficiency shall be made after an agreed upon testing procedure as determined

by the Director of Human Resources and the President of Local #569. A member receiving the stipend shall be available and responsive when needed to assist the East Providence Police Department.

8.05 PAYCHECKS: All paychecks including longevity pay, biweekly pay, special payment checks, or other similar payments made to members will be paid by direct deposit.

8.06 LATERAL HIRES: Rhode Island certified lateral officers hired from a department other than the East Providence police department will receive the equivalent salary based on the total number of years of service completed from the agency from which they are transferring from up to the top step of an East Providence patrol officer. Any lateral bonus payment will be consistent with the recruitment advertisement from the City of East Providence. The City and the lateral transfer employee will sign an agreement memorializing the payment amount and the date the payment is made. The agreement will be executed at the time the employee accepts an employment offer from the City.

ARTICLE IX

9.01 SICK LEAVE

This provision establishes guidelines for the use of sick leave by police officers within the department, ensuring officers have the necessary time to recover from non-occupational illnesses or injuries while maintaining operational efficiency.

- A. SICK LEAVE:** Police officers are entitled to unlimited sick leave for short-term illnesses. This provision is designed to support the health and well-being of officers, allowing them to take the necessary time to recover without the stress of limited sick days.
- B. DEFINITION OF LONG-TERM SICKNESS:** Long-term sickness is defined as any non-occupational illness or medical condition that requires an officer to be absent from duty for more than 30 consecutive days. This includes, but is not limited to, chronic illnesses, major surgeries, or recovery from significant non-occupational injuries or illnesses.
- C. LONG-TERM SICKNESS LEAVE CAP:** For long-term sickness, sick leave is capped at a maximum of 400 working days. When a member returns to work after a long-term illness, if the employee experiences a relapse or another long-term illness within (12) twelve-months of returning to work, any additional long-term absences will be included in the 400 working day total cap. A member who returns to work after a long-term illness of 400 days or less and works for a twelve-month period and does not use any long-term illness leave, will be eligible to have the cap reset at 400 working days.
 - (1) **Example 1:** A member starts on long-term leave on Jan 1 and is out of work for a period equal to 90 working days and then returns to work on April 1. The member has 310 working days left per the cap. The illness causing the long-term illness returns on August 1. The member can use up to 310 days of the long-term leave left under the cap.
 - (2) **Example 2:** A member starts a long-term leave on May 1 and is out of work for 40 days until July 1. The member has 360 working days of long-term sick leave available to use

but does not use any additional time through July 1 of the following year. On July 1 of the following year, the member's long-term cap is re-set to 400 working days.

D. PROCEDURES FOR ACCESSING LONG-TERM SICKNESS LEAVE

- (1) **NOTIFICATION:** Officers must notify the Chief of Police as soon as they become aware that their illness may extend beyond 30 consecutive days.
- (2) **CONTACT DURING SICKNESS:** Any Member on Sick Leave Status shall be obligated to contact his/her Commanding Officer (or his/her designee) via telephone, e-mail, or in person at least once every thirty (30) calendar days in order to update the Department as to his/her status. Furthermore, at least once every ninety (90) calendar days said Member shall cause to be submitted to the applicable Department representative a medical letter or medical report from his/her treating physician regarding his/her Sick Leave status, again stating whether or not the Member is totally or partially disabled from performing his/her normal police duties and (if requested by the Department (see the below paragraph) whether or not the member is disabled from performing light duty; a general description of the nature of the injury or illness; the date(s) the physician expects the member to be out of work (if known), and the date the physician expects the member to be back to work (if known).
- (3) **MEDICAL EVALUATION:** After the initial twenty-one (21) calendar days the Department may send, via certified mail, the medical evaluation for light duty status to the Members treating physician.
- (4) **FAILURE TO INFORM:** The member's failure to either contact his/her commanding Officer (or his/her designee) once every thirty (30) calendar days, and/or to cause the submission of a medical update to the Department at least once every ninety (90) calendar days, may cause the immediate suspension of long-term illness sick leave pay. However, if the Member cures said failure(s) at any time thereafter, the payment of long-term illness sick leave pay shall again commence, with no back-payment for the time in question.
- (5) **RETURN TO WORK:** Prior to returning to duty, officers on long-term sickness must submit a medical clearance from their healthcare provider, confirming their fitness to resume work.

- E. SHORT TERM SICK LEAVE:** Members who are absent from work due to non-job related injuries or illnesses (i.e. "Sick Leave") shall not be required to submit a doctor's certificate (i.e. a Doctor's Note or Report) to his/her superiors unless he/she is absent from work for more than two (2) consecutive days (i.e. a doctor's certificate is required for three (3) or more consecutive days); provided that any Member who has incurred eight (8) occurrences of unexcused Sick Leave absences in any calendar year shall be required to submit a doctor's certificate for any additional Sick Leave absences of any duration for the remainder of that calendar year (for purposes of the preceding provision, an "occurrence" of unexcused Sick Leave shall mean a 1-day or 2- or 3 consecutive day period of Sick Leave for which a certificate was not required). Each such certificate must state whether or not the individual is totally or partially disabled from performing his/her normal police duties and whether or not the member is disabled from performing light duty; a general description of the nature of the

injury or illness; the date(s) the physician expects the member to be out of work (if known), and the date the physician expects the member to be back to work (if known).

- F. DEPARTMENT CHALLENGE OF A MEMBER'S SICK LEAVE STATUS – SHORT OR LONG TERM:** At no time may a representative of the Department contact a member's treating physician, in writing (except the Department's mailing of the "Medical Evaluation for Light Duty Status" form), via telephone, in person, or through any other means, without the authority of the member. The member's refusal to grant said authority shall in no way affect his/her Sick Leave status. Any Department challenge or question concerning a member's Sick Leave status may only be enacted through the following process.

With respect to any Member who has been out on Sick Leave for more than twenty one (21) consecutive days, after the Department's receipt of the Member's initial medical letter or medical report from his/her treating physician, and/or after the Department's receipt of the submission of a ninety (90) calendar day Sick Leave status medical update from the Member's treating physician, the Police Department may challenge the Member's Sick Leave status through the process set forth below on the grounds that the Member is no longer incapacitated from the performance of his/her full police duties (i.e. whether the Member is capable of performing light duty or full duty police duties).

In such case, the Department shall require the Member to be examined by a physician of the Department's choice ("Department physician"). The Department physician shall be asked to determine whether or not the Member is still incapacitated from the performance of his/her full police duties (i.e. whether the Member is capable of performing light duty or full duty police duties). The cost of any examination by a Department physician shall be paid for by the City.

If the Department physician advises the Chief in writing that in his/her medical opinion the member is no longer incapacitated from the performance of his/her full police duties, then said member shall be informed and shall be entitled to be examined again by his/her treating physician within a reasonable period of time (e.g. 15 days). The member's treating physician shall examine said member and render his/her medical opinion with respect to whether the Member is still incapacitated from the performance of his/her full police duties or light duty. Notwithstanding, if the member has been regularly seeing his/her treating physician and/or has received a written report from his/her treating physician within ninety (90) calendar days prior to the Department physician examination, then a second examination from said treating physician is not required.

- G. MEDICAL ARBITRATION:** If the medical opinion of the member's treating physician is in conflict with that of the Department physician as to the question set forth above, then the member shall be required to be examined by a "Medical Arbitrator physician" for a medical arbitration examination. The Medical Arbitrator physician shall be mutually agreed upon by the member's treating physician and the Department physician. In the event the member's treating physician and the Department physician are unable to agree to a Medical Arbitrator physician, then within fourteen (14) calendar days the IPBO shall name two (2) physicians and the City shall name two (2) physicians (any physician names not submitted within the 14-day period shall not be considered), and one (1) name shall be chosen by a lottery method agreed to by the IPBO and the City from those named. Any Medical Arbitrator physician chosen through the above process shall be a physician who specializes in the area of the member's complaint or injury. Notwithstanding, however, no Medical Arbitrator physician shall be a physician who has previously treated or examined the member (as a treating physician or a Department physician) for the complaint or injury for which the member is

seeking treatment under this Section.

The Medical Arbitrator shall examine the member and shall render a written opinion with respect to whether the Member is still incapacitated from the performance of his/her full police duties, which opinion and corresponding report shall be delivered to the Department and to the Member. Prior to the examination, the City and the Member shall forward all medical records, including but not limited to any diagnostic tests, x-rays, CAT scans, MRIs, and referral records of the members treatment to the Medical Arbitrator. The cost of any Medical Arbitrator examination shall be paid by the City and the Union with each side paying 50% of the cost.

The Member shall continue to be carried on Sick Leave status until such time as the Chief of the Police Department receives a written report from the Medical Arbitrator indicating that the member is capable of returning to work (full duty or light duty). At that time the member's Sick Leave status shall cease. Moreover, should the Medical Arbitrator's opinion support the Member's treating physician's opinion, then the Member's Sick Leave status shall continue. In such case the Department may not challenge the Member's Sick Leave status again for three (3) months from the date of such opinion.

The opinion and results from the Medical Arbitrator shall be final and binding and shall be conclusive on the parties. For purposes of this Subsection, the terms "final and binding" and "conclusive" shall mean that neither the member nor the Department shall have the right to grieve, arbitrate, or challenge in any other way through this Collective Bargaining Agreement any report or results received from the Medical Arbitrator concerning the member's Sick Leave status.

Neither the City nor any of its representatives, nor the Union nor any of its representatives shall communicate ex parte with any Medical Arbitrator physician regarding the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's Sick Leave status. If the City or any of its representatives communicates ex parte with a Medical Arbitrator physician, then the opinion of the member's treating physician shall be binding; and if the Member or the Union or any of its representatives communicates ex parte with any Medical Arbitrator physician, then the opinion of the City's physician shall be binding.

However, a designated representative of the City and a designated representative of the Union may jointly contact any Medical Arbitrator physician in order to address any questions or issues concerning the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's Sick Leave status.

- H. ATTENDANCE AT DEPARTMENT MEDICAL EXAMINATIONS AND MEDICAL ARBITRATOR EXAMINATIONS:** Department physician medical examinations and Medical Arbitrator examinations shall be scheduled during those physicians' normal business hours. A member on Sick Leave status shall as soon as possible make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time that he/she is absent from his/her tour of duty. If a member is on paid Sick Leave status, the Member is not entitled to overtime/compensatory time to attend required

physicians' examinations.

The member's failure to report to a Department physician medical examination or a Medical Arbitrator examination shall cause the immediate suspension of Sick Leave status, except in the case of a documented emergency or other reasonable cause. Furthermore, any fee charged by the physicians as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

- I. **CONFIDENTIALITY:** All medical information provided by officers will be treated as confidential and will only be shared with personnel who have a legitimate need to know in accordance with applicable laws and regulations. The Department and its members and representatives shall comply in all respects with applicable state and federal laws regarding the use of and disclosure of any confidential healthcare information in the implementation of these Sick Leave provisions and shall in all respects guard the privacy of the Members' confidential healthcare information.

- J. **PAYMENT FOR PREVIOUSLY ACCRUED SICK TIME:** As of November 1, 2025, the City shall provide each member the total number of hours that the member has previously earned in accumulated sick time. No additional hours shall be earned, accrued, or banked after that date. From January 2 through January 30 of each calendar year, a member may request in writing up to eighty (80) hours from their prior total accumulated sick time to be paid out. The request shall be made on a form provided by the Department of Human Resources for payment. Upon receipt of a completed form, the City shall pay the member the number of hours requested within 30 days of receiving the request. The amount of payment will be calculated at the rate of pay and rank the member achieved as of November 1, 2025.

Once paid, the total amount of hours used for the payout shall be deducted from the member's previous accumulated sick time. The total amount paid from the member's previously accrued sick time shall not exceed \$22,000.00. Once a total of \$22,000 has been paid by the City, any remaining sick time will be reduced to zero. If a member retires from the department prior to receiving a total of \$22,000 in sick time buy back, the member shall be paid the difference between the amount he/she received and \$22,000.

- K. **SICK LEAVE INCENTIVE:** A member will receive the following sick-leave incentive payments based on the following table beginning on January 1, 2026. The incentive shall be paid in February of each calendar year based on the member's prior use of sick time.

- 0 Days: \$1000
- 1 Day: \$750
- 2 Days: \$500
- 3 Days: \$250

- L. **ABUSE OF SICK LEAVE EXAMPLES:** Abuse of sick leave is a regular or repeated use of sick leave for purposes other than sickness, injury, or visits to a medical practice. An event is a single use of sick leave for any continuous length of time, and a pattern of sick leave abuse is the identification

of eight (8) or more occurrences as reference in the collective bargaining agreement. The following represents potential examples of sick leave abuse:

- Excessive Use Without Medical Justification: An officer uses an unusually high amount of sick time without any documented medical condition or justification.
- Calling in Sick Without Being Ill: An officer repeatedly calls in sick when they are not actually ill, often to extend weekends or avoid undesirable shifts.
- Using Sick Leave for Personal Vacations: Taking sick days to go on vacation or attend personal events without reporting it as vacation time.
- Patterned Absences: A noticeable pattern, such as always calling in sick on Mondays or Fridays, or before/after holidays.
- "Sick Out" or Coordinated Absences: A group of officers calling in sick simultaneously as a form of protest or to pressure management
- Working Another Job While on Sick Leave: An officer uses sick time but is found working a second job during those hours.
- Falsifying Medical Documentation: Submitting fake or exaggerated medical notes to justify sick leave.
- Using Sick Leave to Avoid Disciplinary Action: Calling in sick to delay or avoid internal investigations, hearings, or disciplinary meetings.

M. CATASTROPHIC LEAVE PROGRAM: In the event that an employee's incapacity is diagnosed as terminal, i.e., the employee's illness is expected to inevitably lead to death in a short time, the employee may request Catastrophic Leave. Catastrophic Leave will be applied after the employee has exhausted all their accrued sick, personal, vacation, and compensatory leave but will not be deducted from the Sick Leave Bank. The City may ask the employee to undergo, at the City's expense, a medical review by a physician approved by the City before granting Catastrophic Leave. The maximum time limit under which an employee may be covered by the Catastrophic Leave Program shall be one (1) year. The Mayor may approve an additional period of time in extraordinary circumstances on a case-by-case basis.

9.02 DEATH PAYMENT

In the event of death, the beneficiary shall receive all sick and vacation pay accrued at the time of death.

9.03 IN LINE OF DUTY ILLNESS

- A. In line of duty illness shall be in conformity with the General Laws of Rhode Island, 1956, as amended, §45-19-1. Members of the Police Department covered by this agreement who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. Members working pursuant to Section 15.01 of this agreement and who are injured in the line of duty shall receive the pay and benefits pursuant to Section 15.01 while their incapacity exists or until they are placed on disability retirement. This section is in conformity with General Laws of Rhode Island, 1956, as amended, §45-19-1.
- B. **HYPERTENSION:** Hypertension shall not be considered a "line of duty" illness unless a member's doctor and a physician designated by the City shall certify that the member is incapacitated. In the event of a dispute, a third physician mutually agreed upon shall examine the member and his findings shall prevail.

- C. **LIGHT DUTY:** When a Patrol Officer or superior 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 interest, shall assign such Patrol Officer or superior officers for light duty in the Department. Such assignment shall be for such a period of time as to be determined by the Chief of Police but not to exceed one (1) year unless approved by the Mayor. The assignments to such light duty shall be on a "first out-first in basis" as available. Light duty assignments are not restricted to a particular shift or workweek. In the event the employee's physician and the City's physician disagree as to the employee's medical capability to perform light duties, a third physician agreed to by the Union and the City shall examine the member and the physician's findings shall prevail. The impartial physician will be selected through a "check off selection process" in contested cases. The Union and the City will each contribute three (3) names to establish a six-member panel. Each party will then strike two names from the list of six. The impartial physician will be selected from the remaining two (2) names by lottery. The physician selection process shall be completed within ten (10) calendar days from when the City notifies the Union. The impartial physician's fee shall be paid by the City.
- D. **5/2 SCHEDULE COMPENSATORY TIME:** Members who are injured on duty who normally are assigned to work a 5/2 schedule shall not receive nor accumulate compensation time while on injured-on-duty status.
- E. **VACATION TIME ACCRUAL:** All members on rotating status who are injured on duty but assigned to work light duty on a non-rotating schedule shall continue to earn vacation based on rotating status.
- F. **USE OF COMPENSATORY TIME:** Compensatory time accumulated while on light duty assignment because of the difference between the 5/2 schedule and 4/2 schedule must be used as it is earned. Compensation time in excess of three (3) days cannot be accumulated to be used when the employee goes back on his regular 4/2 rotation schedule.
- G. **USE OF MEDICAL INSURANCE:** In the implementation of Article 9.03, it is understood and agreed that the injured-on-duty employee's coverage or any other health and medical plan he/she may have selected shall be used first to cover any medical bills; and any excess cost shall be paid by the City of East Providence. Members, if possible, must utilize doctors or health care facilities participating in the health care program which such member selects. If such member chooses a doctor or health care facility not participating in the health care program selected by the member, any additional costs shall be borne by the member and will not be the responsibility of the City of East Providence unless there were emergency or extenuating circumstances or the situation required a specialist.

ARTICLE X

10.01 VACATION

- A. **NEW MEMBER VACATION ACCRUAL:** New members with less than (1) year of service shall accrue 1/12 of 128 hours or earned vacation time from the start of their employment through December 31 of the year they are hired. The accrued time may be used once earned. A new employee who

leaves within their first full calendar year measured from their date of hire will not be entitled to any earned vacation under section (C) but would be entitled to be compensated for any accrued but unused vacation time as set forth above.

B. VACATION ACCRUAL: Members are credited vacation hours based on departmental seniority date. Vacation is credited annually on January 1st.

(1) Following is the vacation awarded to members based on years of service.

- Less than ten (10) years: Sixteen (16) vacation days per year
- Ten (10) through nineteen (19) years: Twenty-four (24) vacation days per year
- Twenty (20) or more years: Twenty-eight (28) vacation days per year

(2) Members will earn vacation at the higher rate for the full calendar year in the year that they complete ten (10) years and twenty (20) years of departmental seniority.

(3) Vacation leave earned or accrued in one calendar year will be taken in the following calendar year. Unused vacation may be carried over to the next year to a maximum of two years of accrued vacation time.

(4) Vacation periods shall start the first full week in January and continue in two-week periods of twenty-six (26) increments.

(5) The Mayor may, in writing, extend the two (2) year period within which earned vacation may be accrued.

(6) No vacation shall accrue during extended absences, including military deployment, in excess of thirty (30) days or more because of illness or injury off the job.

(7) Vacation requests shall be submitted by the member seven (7) days prior to the first calendar day requested off.

(8) Within the Patrol Division Platoon System:

- One (1) Lieutenant shall be allowed on vacation at any one time.
- One (1) Sergeant from each Platoon and two (2) Patrol Officers from each Platoon shall be allowed on vacation at any one time.
- One (1) Patrol Officer assigned to the Traffic Unit shall be allowed on vacation at any one time

(9) Within the Detective Division:

- Two (2) Detectives assigned to the day shift (not including BCI) will be allowed on vacation at any given time.
- Both members of the Juvenile Unit will not be allowed on vacation at the same time.
- One (1) Detective assigned to BCI will be allowed on vacation at any given time.
- One (1) Detective assigned to the night shift will be allowed on vacation at any given time.

10.02 WELLNESS DAYS

Each member of the bargaining unit shall be permitted to take at any time and for any reason up to four (4) days off as Wellness Days per fiscal year. Wellness Days may not be accumulated from year to year. No more than one (1) Patrol Officer from each respective Patrol Division Platoon can utilize a wellness day on each given day. One Wellness Day will be awarded each quarter (Jan 1, April 1, July 1, October 1) to each member on a calendar year basis (Jan.1-Dec. 31). Any unused Wellness Day shall not be paid out at the time of retirement or other separation of employment, nor shall such unused wellness day be carried over from quarter to quarter

10.03 MATERNITY LEAVE

The employee shall have the right to use any accrued leave for temporary disability due to pregnancy.

- A. The employee must present a statement from a recognized physician as to when, for health reasons arising from pregnancy, the employee should cease work or be placed on light duty. The City retains the right to a second physician's opinion, the cost of which shall be borne by the City. On the date the physician(s) agree(s) to work cessation, the employee will be placed on maternity leave. The employee may use her accrued leave during this time.
- B. After delivery, the employee may remain on maternity leave for up to a maximum of thirteen (13) weeks or the employee may be allowed to return to regular or light duty during that time if the employee's physician so advises. The City retains the right to a second physician's opinion, the cost of which shall be borne by the City. A member is eligible for 8 weeks of paid leave upon the birth of child. In addition, a member shall be entitled to use an additional five weeks of any previously accrued sick time as set forth in section 9.01(J) or any other earned time that the member has accrued up to a grant total of 13 paid weeks.
- C. The employee may request an additional leave of absence without pay for up to one (1) year, during which time light duty will not be allowed. Approval is required from the Chief of Police and the Mayor/Mayor.

ARTICLE XI

11.01 CLOTHING ALLOWANCE

The City shall provide each member of the bargaining unit with a clothing allowance and cleaning allowance of one thousand five hundred (\$1500) per year. The payment will be paid in the first full pay period in November in a separate check. Protective gear shall be issued by the City of East Providence but separate from the uniform allowance.

11.02 UNIFORMS

The City of East Providence agrees to supply new members of the bargaining unit with the following initial issue uniform: 1 hat, 1 winter jacket, 1 spring jacket, 2 short sleeve shirts, 2 long sleeve shirts, 4 short sleeve patrol shirts, , 4 long sleeve patrol shirts, 4 patrol pants, 1 winter trouser, 1 summer trousers, 1 tie, 1 pair shoes or boots and shoulder emblems.

Retiring members will be allowed to keep two (2) sets of shirts and pants plus the balance of the members' uniform items but not the members' firearm.

11.03 PROTECTIVE GEAR

The City of East Providence agrees to supply members of the bargaining unit with the following protective clothing and equipment. All clothing and equipment purchased or supplied under this article shall be approved by the Chief of Police.

- rain gear
- weapon
- handcuffs
- whistles
- Sam Brown belts
- holsters
- batons
- cartridge holders
- keys
- two (2) badges
- handcuff case
- illuminated clothing for night duty
- a rechargeable flashlight such as the following brand names Mag™, Stream Light™
- pat down gloves
- other equipment supplied for normal course of duties

The City will maintain an adequate supply of riot helmets, and ammunition and make them available as needed.

An additional weapon may be carried by Police Officers so long as the weapon is approved by the Chief of Police, the weapon is purchased at the expense of the employee, the Chief of Police approves of the location where the weapon is carried, and the weapon is registered with the department.

ARTICLE XII

12.01 HEALTH INSURANCE

- A. **COVERAGE:** All members of the bargaining unit covered by this contract shall be entitled to receive full family coverage, - if married or legally responsible for dependents, and shall be entitled to a Student to Age 25 Rider and a Chiropractic Rider. The plan will contain a \$15.00 co-pay provision for medical office visits, a \$50.00 co-pay provision for emergency room visits and a prescription drug plan with a 20% co-pay provision for generic drugs, a 25% co-pay provision for name brand drugs, and a 30% co-pay provision for preferred drugs as defined by Blue Cross/Blue Shield of Rhode Island. Both parties recognize that the rapidly changing health care delivery system may mean further changes in the future, but the City will provide an equivalent health care plan upon mutual agreement of the parties. The City will attach an addendum to the contract which describes the coverage afforded to members.

- B. HEALTH COVERAGE UPON RETIREMENT:** Employees who retire on or after November 1, 1985, shall receive healthcare insurance until such time as they secure employment elsewhere with equivalent medical-health insurance or until they are eligible for Medicare or Medicaid upon reaching their age eligibility for Medicare, Medicaid or Social Security benefits whether or not such benefits are actually received.

If an employee receives such insurance under a policy held by a spouse, then the City of East Providence shall not be required to purchase said insurance for the retired employee. Medical Health Insurance shall mean the same health insurance provided for in the present collective bargaining agreement between the Union and the City but shall not include any dental plan.

If a retired employee or spouse loses equivalent insurance as provided above, the City will reinstate City coverage until such equivalent insurance is secured or until the employee is eligible for Medicare or Medicaid.

For members hired after October 31, 2014, retirees would be responsible for a twenty (20%) percent co-share towards the cost of their health care plan.

- C. PLAN SUBSTITUTION:** During the term of this agreement, the City may substitute an equivalent medical/dental insurance plan instead of Blue Cross if such plan is mutually agreed to by the parties. The question of mutual agreement shall be subject to arbitration.
- D. COSHARE:** As of the following pay period, the members of IBPO Local 569 are in agreement to a co-share in the health care premium for the health care coverage provided by the City in the amount of 20% for the term of this agreement.
- E. TEMPORARY COSHARE FREEZE:** For the contract beginning November 1, 2025 through October 31, 2026, the City agrees that the health care co-share of 20% as set forth in section (D) shall be equivalent to what the member was paying as of October 31, 2025. Thereafter, the healthcare co-share will be 20% of the premium in effect for the remainder of the contract.
- F. VISION RIDER:** The City agrees to include a vision care rider to the plan provided to the members with a \$100 benefit.

12.02 DENTAL COVERAGE

The City shall provide and pay for dental coverage Levels I, II and III for individual members and Levels I, II, III and IV if the member is married or has eligible dependents, and the Student to Age 25 Rider. The member shall contribute a ten (10%) percent co-share on a pre-tax basis towards the cost of the dental plan.

12.03 DUPLICATE COVERAGE

When a member of the bargaining unit and a spouse are both employees of the City of East Providence, the City of East Providence will not provide both employees individual health or dental coverage. The City shall provide the spouse with the better of either plan. In the event the spouse employed with the coverage shall retire, resign or be terminated for any reason, then the other spouse without the coverage shall be immediately granted coverage without any waiting period. In the event the spouse without coverage shall receive a better plan than the other spouse during the course of any negotiations, the City shall immediately implement the better of the two plans in conformance with the spirit of this section.

12.04 EXCEPTIONAL CIRCUMSTANCES COVERAGE

The City will provide the health/dental benefits in force for active members for the spouse and children of an Officer killed in the line of duty.

ARTICLE XIII

13.01 TIME OFF WHILE PERFORMING IBPO DUTIES

All employees covered by this agreement who are Officers of East Providence Local 569, International Brotherhood of Police Officers or who are appointed as members of said Local's Collective Bargaining Negotiating Committee (not to exceed five (5) members) shall be allowed time off with pay for official Local business in negotiations and/or conferences with the City Administration. The employees covered by this agreement who are Officers shall also be allowed time off with pay, not to exceed two (2) members for attendance at national Local business and without requirement to make up said time. With respect to State Local business, there shall be allocated the maximum of eighteen (18) man days per year for the purposes of attendance at State Local meetings and conferences with pay and without requirement to make up said time.

ARTICLE XIV

14.01 RULES AND REGULATIONS

The Chief of Police is responsible for promulgation and issuance of the Rules and Regulations of the Department. All members of the bargaining unit shall be furnished with a complete set of revised Rules and Regulations governing the Police Department.

ARTICLE XV

15.01 TEMPORARY SERVICE OUT OF RANK

Members of the East Providence Police Department covered by this agreement up to and including the rank of Captain who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at the same grade as the Officer replaced.

ARTICLE XVI

16.01 BEREAVEMENT PAY

In the event of a death occurring in the immediate family of a member of the Police Department, the City of East Providence agrees to pay such member for time lost not to exceed a period of four (4) days for the purpose of attending funeral services and making necessary arrangements therefor. A fifth (5th) day may

be granted at the discretion of the Chief of Police. The term "immediate family" shall be defined to include father, mother, spouse, children, stepchildren, brother and sister of a member, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, and brother-in-law. In the event of a death occurring of an aunt, uncle, niece or nephew of a member of the Police Department, the member shall receive one (1) day of bereavement leave.

In the event of the death of a relative other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief of Police for attendance at the funeral.

16.02 KILLED IN THE LINE OF DUTY

When a Police Officer is killed in the line of duty, the City of East Providence will pay for the normal and customary funeral expenses associated with such a death as approved by the Chief of Police in consultation with the IBPO President.

ARTICLE XVII

17.01 COURT TIME

Anytime a Police Officer is required to appear in court on a scheduled short day, that Officer shall be given the rest of the day off in lieu of court pay.

- A. Court time on a Police Officer's long day or day off shall be at time and one half (1.5) rate of pay with a minimum of four (4) hours pay.
- B. Any member covered by this agreement placed on standby status for court appearances or grand jury shall be compensated as specified in Section (A) Court Time.
- C. When any member is a named defendant in a civil action or an alleged negligent party, that member will be paid at the "detail rate" per hour when off duty for the time actually spent in court. Police Officers will not be paid when required to appear for hearings, depositions, interviews, witness statements, and meetings but will receive compensatory time (hour for hour) at straight time. Further, if a member desires counsel other than the City Law Department pursuant to such a case, the member shall be responsible for legal fees and related expenses.

ARTICLE XVIII

18.01 DETAILS

Following are conditions and considerations related to the performance of details by members.

A. Detail Rates (all officers):

- November 1, 2025: \$70/hr.
- October 31, 2026: \$74/hr.
- October 31, 2027: \$77/hr.
- October 31, 2028: \$80/hr.
- October 31, 2029: \$83/hr.

- B. Any detail cancelled within (8) eight hours of the scheduled detail start time shall be paid at a 4-hour minimum at the anticipated rate of pay.
- C. All details will be paid at a 4-hour minimum.
- D. Any detail worked beyond 4 hours will be paid at an 8-hour minimum.
 - (1) Any detail that extends beyond 8 hours shall be paid at a 12-hour minimum and beyond 12 hours will be paid at a 16-hour minimum (hours 9 to 16 will be paid at time and one half of the detail rate).
 - (2) The same officer will be required to have worked the entire detail in order to receive the time and one-half rate for a detail lasting 8 hours or longer.
 - (3) No officer will be authorized to work a detail beyond 16 hours.
- E. Time and one Quarter:
 - (1) Any weekday detail scheduled or occurring between the hours of 6pm (1800hrs) and 7am (0700 hrs.) shall be paid at time and one quarter the detail rate.
 - (2) Any weekend detail scheduled or occurring from 0000 hrs. on Saturday until 0700 hrs. on Monday shall be paid at time and one quarter of the detail rate.
- F. Time and one Half:
 - (1) Any detail worked by the same detail officer for more than (8) hours will be paid at the time and one-half of the detail rate for each hour worked over the eight (8) hour period.
 - (2) Any emergency detail called in with less than 2 hours' notice shall be paid at time and one half of the detail rate.
- G. Double Time:
 - (1) Any detail scheduled on an authorized holiday per the CBA shall be paid at double the detail rate.
- H. For all details scheduled only the highest possible rate will be paid. No cumulative payment will be made (i.e.: emergency detail + Holiday rate, etc.).
- I. The Chief of Police can authorize additional safety resources at his/her discretion for any scheduled detail/event (i.e. drone, SRT, K9, etc.).
- J. Any detail scheduled by an East Providence Public School, East Providence Highway Department, East Providence Water Department, other East Providence City Department, or private contract work being performed on behalf of the city, East Providence Religious Feasts, local East Providence City Sport or East Providence non-profit organization shall be paid at the base detail rate for its entirety with no special rates or charges added related to minimum hours other than the minimum (4) hour detail. Any and all work performed beyond the initial hours will be paid on an hour for hour basis.

- K. The City agrees to review all private details and their related working conditions. The City also agrees to promulgate rules with regard to working conditions on private details and also to take into consideration any recommendations made by the IBPO in that regard and to ascertain that the detail is consistent with Police duties.
- L. All permanent members of the East Providence Police Department shall have priority on all details. Retired Officers shall have priority on all details and school crossings over Traffic Control Officers on special details.
- M. Retired members shall wear the same uniform as permanent members and shall buy their own uniforms when needed.
- N. Special details for women when requested shall rotate among all eligible female personnel.

18.02 INJURIES – SPECIAL DETAILS

Whenever an Officer of the East Providence Police Department covered by this agreement who has been assigned to private special details is injured in the course of such detail, that Officer shall be compensated by the City of East Providence for all medical and hospital expenses, etc., and also the regular rate of pay is to be continued during the period of incapacity as provided by §45-19-1 of the General Laws of Rhode Island, 1956, as amended.

ARTICLE XIX

19.01 HOLIDAY PROCEDURE LUNCH PERIOD

On the following holidays, Christmas, Thanksgiving, New Year's Day and Easter, members covered by this agreement shall be allowed one (1) hour for lunch while still on call. Such lunch period as mentioned above shall apply to those Officers working the first, second, and third tours of duty.

ARTICLE XX

20.01 WEARING OF UNIFORM

The wearing of summer shorts sleeve shirts for all officers of the bargaining unit, including patrol, detectives, and other divisions as well shall be between April 1st and October 31st. The wearing of the uniform hat is at the officer's discretion, but the Chief may require the wearing of a hat at certain time and for certain events or occasions. The wearing of other Police clothing shall be at the discretion of the Chief of Police.

The wearing of winter long sleeves shirts for all officers of the bargaining unit, including patrol, detectives, and other divisions as well shall be between November 1st through March 31st. When an appearance is needed for court, officers shall wear a suit and coat of their duty uniform of the day.

ARTICLE XXI

21.01 INFORMATIONAL MEETINGS

- A. As a means of fostering better communications and cooperation between management and the Union, as needed meetings will be held between the City Administrative Team and the Union Executive Board not to exceed five (5) members of the Executive Board at any one meeting. During such meetings, matters affecting the health and safety of members of the bargaining unit shall be discussed as well as other matters which affect the efficient providing of Police protection to all citizens.
- B. These meetings will be called by the City Management. Members of the Union Executive Board shall not be paid for their attendance at such meetings if they are not on duty when the meetings are held.
- C. These meetings are for the purpose of providing a dialogue between Management and the Union. In no way are they to be used for the resolution of grievances which come under the provisions of Article XXVI.

ARTICLE XXII

22.01 PENSION

A. YEARS OF SERVICE AND AGE REQUIREMENTS

- (1) A member of the East Providence Police Department shall be eligible to retire from the police force and obtain a pension from the Firemen's and Policemen's Pension Fund.
- (2) Effective November 1, 1982, a member, who was hired prior to October 31, 2014, on completion of twenty or more years of credited service may retire on a service retirement annuity regardless of age.
- (3) Members hired after October 31, 2014, shall be eligible for a retirement annuity at age fifty (50) with twenty-five (25) years of credited service.
- (4) The language as set forth above is summarized in the chart below for ease of reference and administration.

Date of Hire	Year of Service	Required Age
Prior to 10/31/2014	20 years of creditable service	No age requirement
On or after 10/31/2014	25 years of creditable service	50 years of Age

B. VESTING REQUIREMENT

(1) A member shall be considered to be vested in Firemen's and Policemen's Pension Fund upon the completion of ten (10) years of credited service in the East Providence Police Department.

(2) A member who does not have the required years of service as noted above, but has at least ten years of credited service shall be eligible to collect a pension at age (60) sixty.

C. ACTING POSITION: Any member who takes an acting position by General Order may choose to use that time for retirement/pension purposes credited pension service upon making the additional pension contribution based on said acting time provided that all of said time is within (12) months of the retirement date of said member. (See section R of the current contract)

D. COST OF LIVING BENEFIT (COLA) AND ELIGIBILITY – NORMAL RETIREMENT

(1) Members retiring on service retirement (i.e. normal pension) after November 1, 1991, shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of retirement regardless of the member's age. This provision shall not apply to members hired after October 31, 2014.

(2) Members hired after October 31, 2014, shall be entitled to a non-compounding cost of living increase capped at two and a quarter (2.25%) percent per year. The COLA shall be paid one year after the member's 51st birthday, and annually thereafter on the member's birthday.

(3) The language as set forth above is summarized in the Chart below for ease of reference and administration.

Date of Hire	COLA	Age
Prior to 10.31.2014	3% compounded COLA payable on the anniversary date of their retirement.	None
On or after 10.31.2014	2.25% per year non-compounding	On the members 51st birthday and annually thereafter

A. SERVICE-CONNECTED DISABILITY COLA BENEFITS

(1) Members hired prior to 10.31.2014, retired officers receiving a disability pension shall receive a 3% compounded COLA annually.¹

(2) Members who retire on a service-connected disability who were hired after October 31, 2014, shall receive a 2.25% non-compounded annual COLA on the date that the member was awarded the disability pension.

B. EARNING LIMIT OF DISABILITY PENSIONS: Members on disability pensions from November 1, 1991, forward will be allowed to earn the difference between their disability pension and 150% of the current salary plus longevity and holiday pay for the position from which they retired on

disability with no penalty.

- C. DEATH IN THE LINE OF DUTY – SPOUSAL COLA;** The spouse receiving the decedent’s pension as a result of an officer killed in the line of duty will receive a 3% annual compounded COLA paid on the date that the pension annuity is granted. See Section 11-240 of the EP Code of Ordinances.
- D. Accrual and Calculation of Maximum Pension Benefits;** All current members of the East Providence Police Department shall have their retirement annuity calculated to a maximum of seventy-two (72%) percent according to the following formula as set forth in the following table:

Amount	Year of Service
2.5%	Years 1 to 24
2%	Years 25 to 30

In addition to the accrual noted above, members who retire shall have their total accrued pension as noted above increased by 1%.

E. PENSION CALCULATIONS

- (1) Members retiring after November 1, 1985, and hired before October 31, 2014, shall have their pension computed on their last year’s salary, including holiday pay and longevity pay.
- (2) Members hired after October 31, 2014, shall have their pension computed based on the average of their final three (3) years’ salary, including holiday pay and longevity pay.
- (3) When applicable, the stipend paid to eligible members with 20 years or more of service shall be counted toward a member’s base pay for pension purposes. (see section [to be inserted] of the contract)

- F. MEMBER CONTRIBUTION RATE:** Members will contribute ten percent (10%) of their base salary, longevity payment, and holiday pay into the Firemen’s and Policemen’s Pension Fund.

22.03 MILITARY BUY BACK

- A. Within eighteen (18) months of their appointment to the East Providence Police Department or if a current member, within eighteen (18) months of the formal ratification of this contract, a member of the bargaining unit who has served honorably in the United States armed services, as an active or reserve member, or as a member of a national guard unit, must make a written request to the East Providence Human Resources Department of his/her intention to buy back up to a maximum of (2) years said service towards the members credited pension calculation. Credits may not be purchased in increments of less than one full year.
- B. The buy-back shall be at the full actuarial cost as determined by the City’s actuary. The cost of the actuarial value study shall be at the member’s own expense.

Member's payments may be made in one lump sum payment or in installments for a period not to exceed three (3) years from the date of the actuarial report while the member is in active employment within the Department.

- C. The parties agree to adopt the appropriate Department of Defense guideline (i.e. DD-214 or equivalent documents for total creditable years of service) on the calculation of military or reserve time as necessary for the purpose of determining the length of reserve service to be the equivalent of one or two years of service.

ARTICLE XXIII

23.01 EDUCATIONAL REIMBURSEMENT

Pursuant to State Law to receive reimbursement for educational expenses, members must successfully complete the course.

ARTICLE XXIV

24.01 LIFE INSURANCE

Each member of the bargaining unit shall be provided with a \$45,000.00 life insurance policy during their active service and a \$7,500.00 life insurance policy upon retirement. Members hired after November 1, 2019, will not be entitled to the \$7,500.00 life insurance policy upon retirement.

The City's obligation with regard to life insurance is limited solely to the payment of its cost of the insurance program, and employees and their dependents and beneficiaries shall be entitled to benefits only in accordance with and governed by the terms and conditions of the insurance policy issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in this section directly to employees or their dependents or beneficiaries. However, in the event of a lapse in the insurance policy or in the event the City acts as a self-insurer, then the City will be liable for the full extent of the policy.

ARTICLE XXV

25.01 LIABILITY PROTECTION

In the event that a Police Officer is sued civilly as a result of an incident which arose in the course of employment as a Police Officer, the City shall defend the Police Officer in said civil claim and pay any judgment resulting therefrom. However, in the event that a criminal investigation and/or complaint is involved, the City shall defend said Police Officer only after all criminal matters concerning said Police Officer have been finally adjudicated.

The City shall not be obligated to defend a Police Officer in criminal proceedings involving said Police Officer. However, the City shall pay all reasonable attorney fees incurred by a Police Officer if said Police

Officer is finally adjudicated not guilty.

ARTICLE XXVI

26.01 GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievances of employees of the East Providence Police Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the City.

- A. When an Officer feels aggrieved, that Officer shall within forty-eight (48) hours bring it to the attention of the Board of Directors of the International Brotherhood of Police Officers in writing to determine the justification of the complaint.
- B. If the Board of Directors feels that there is justification in the complaint, it shall appoint a representative to arrange a meeting within ten (10) days thereof with the Chief of Police and the Human Resources Director. The Chief of Police will answer all grievances within ten (10) business days. If agreement cannot be reached, the decision of the Chief of Police shall be appealed to the Mayor.
- C. In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the City as aforesaid within ten (10) business days, the matter shall be submitted to arbitration as set forth herein.

26.02 AAA ARBITRATION

Within five (5) days from the expiration of the period set forth in Section 26.01 (C) of this article, the aggrieved party may file for arbitration under the Rules of the American Arbitration Association. It is agreed that the arbitrator shall have no power to modify the terms of this agreement. All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

ARTICLE XXVII

27.01 WORK STOPPAGE

In consideration for the right to a resolution of disputed questions under the terms and provisions of Title 28, Chapter 9.2 of the General Laws of Rhode Island, 1956, as amended entitled "Policemen's Arbitration", permanent Police Officers of the East Providence Police Department shall have no right to engage in any work stoppage, slowdown or strike.

ARTICLE XXVIII

28.01 DRIVERS LICENSE

All employees must have a valid driver's license. If a license becomes suspended or is otherwise taken away, the employee shall have thirty (30) days to obtain a valid license.

ARTICLE XXIX

29.01 AGREEMENTS

All agreements between the City and the IBPO will be in writing.

ARTICLE XXX

30.01 SPECIAL POLICE OFFICERS

All retired Police Officers at the discretion of the Chief of Police may become part of the Retired Officers Corps.

ARTICLE XXXI

31.01 PHYSICAL EXAMINATION

- A. All employees shall be required to undergo a comprehensive physical examination once every three (3) years by a physician selected by the Officer from a list of two (2) physicians mutually agreed upon by the Union and the City. The cost of such examination not covered by a member's health plan will be borne by the City. The employee will take the examination on his own time at no overtime cost to the City.
- B. With respect to participation in the program, if an Officer is diagnosed as having a propensity toward hypertension or heart disease or if the Officer is found to have existing hypertension or heart disease, the Officer shall be required to follow the medical advice of the examining (or attending) physician.

31.02 GYM MEMBERSHIP

Members are eligible for a one hundred (\$100) dollar per year reimbursement for a gym membership of their choice once proper documentation is submitted to the Chief of the Department.

ARTICLE XXXII

32.01 OTHER POST EMPLOYMENT BENEFITS (OPEB)

Effective Nov 1, 2022, members of the police department shall contribute the following 1.75% percentage of the member's salary toward the "Other Post Employment Benefits" (OPEB) obligation of the City.

ARTICLE XXXIII

33.01 PATROL K9/COMFORT DOG

- A. **K9 HANDLER SELECTION:** The authorized K-9 handler of any K-9 will receive a monthly

compensation of 8 hours of overtime of 12 hours of compensation time. The City of East Providence will pay for all veterinary bills and all necessary equipment required for the K-9. The City of East Providence will also provide reimbursement for all necessary certifications that the K-9 may require. A marked East Providence Police cruiser will also be provided to the K-9 handler which will be used to transport the K-9 to and from work, all trainings, or other authorized department and/or outside agency events. All food for the K-9 will be provided by the City of East Providence, unless a generous doner should be identified. Should any donations cease the City of East Providence will continue to pay for all required food for the K-9. Any events that the handler and the K-9 are required to attend outside of their normal working hours, the handler will get paid proper overtime compensation as set forth in the Collective Bargaining Agreement. The K-9 handler will not use the department issued police cruiser outside of work-related events and will follow all policy and procedures set forth by the department.

The K9 will be the property of the East Providence Police Department. If the K9 must retire for any medical or other reason, the handler may adopt the K9 and absorb all cost requirements for the K9 from the City of East Providence. The city would no longer be responsible for any costs.

B. SELECTION FOR ALL K-9 HANDLERS:

- (1) **EXPERIENCE REQUIREMENT:** Applicants must be at the rank of Sergeant or lesser and all K9 Handlers will be compensated at the officers' current rate of pay. The applicant must have a minimum of 3 years of dedicated service within the East Providence Police Department. Should there not be any volunteers with 3 years of service with the East Providence Police Department, a candidate with less than 3 years of service completed can be selected for this position. The candidates with less than 3 years will also have to follow the same selection process.
- (2) **PROMOTION COMMITMENT:** Successful candidates committing to a K9 position must agree to a 5-year commitment without accepting promotions within this period, ensuring stability and focusing on K9 responsibilities. Candidates may be able to accept a promotion to Sergeant or lateral transfer to another patrol position, but the K-9 must be used in a "patrol" capacity and on the road in a "patrol" capacity. If the handler were to get promoted to the rank of Sergeant, the K-9 must be on the road within the patrol division and cannot apply for a specialized unit as the rank of Sergeant for the same 5-year period.
- (3) **LIVING QUARTERS:** Officers applying for the K9 position are required to have approved living quarters at their homes to facilitate the integration and care of the police K9. This ensures the K9's well-being and readiness for duty. The Chief of Police or his designee reserves the right to conduct a home inspection to ensure the K-9 living quarters are acceptable. The Chief of Police or his designee will give a minimum of 48 hours' notice for this inspection. Should the K-9 Handler change their housing, the Chief of Police shall be notified as soon as reasonable about any of the changes in living conditions for the K-9 and their handler.
- (4) **ELECTION PROCESS:** Officers applying for the K9 position will sit for an oral interview process. The panel of this process will be made up of the Chief of Police, one or more command staff member(s), and a minimum of one or more K-9 Handler(s) from an outside agency.

Each candidate sitting for the oral interview must fit the criteria laid out above, to include proper housing for the K-9.

These guidelines are designed to maintain the integrity and effectiveness of the East Providence Police Department's K9 unit while ensuring the well-being and commitment of its officers. This selection process will be used for this process and all other K-9 Handler selections from this date forward.

ARTICLE XXXIV

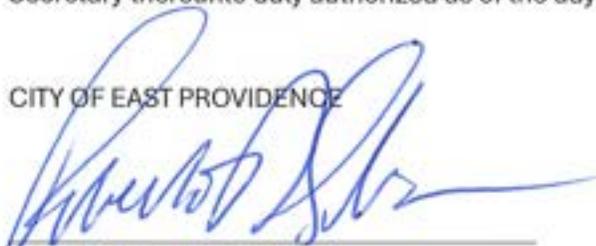
34.01 DURATION OF THIS AGREEMENT

This agreement shall be for a term of three (3) years commencing on the first day of November, 2025 and ending the 31st day of October 2029. This agreement shall continue and remain in full force and effect from year to year thereafter unless either party at one hundred and twenty (120) days prior to the expiration date in any year gives to the other party written notice of its intention to terminate or amend this agreement.

IN WITNESS WHEREOF, the City of East Providence has caused this agreement to be executed and its corporate seal to be affixed by the Mayor as authorized by the City Council of the City of East Providence on the day and year written in the Agreement section on Page 6; and the East Providence Local No. 569, International Brotherhood of Police Officers caused this instrument to be executed by its President and Secretary thereunto duly authorized as of the day and year written in the Agreement section on Page 6.

CITY OF EAST PROVIDENCE

EAST PROVIDENCE LOCAL 569, IBPO



Roberto DaSilva
Mayor



Kurt Ripke
President

3/18/2026

Date

03/24/2026

Date



Robert Rodericks
Council President



Patrick Kelley
Secretary

3/17/2026

Date

3/23/2026

Date

3/17/2026 *Andry Stipworth*
Date Approved by the City Council
City Clerk

Exhibit A

IBPO 569 Pay Schedule 2025-2029

Grade	Position	November 1, 2025 (0%)	November 1, 2026 (2.5%)	May 1, 2027 (2.5%)	November 1, 2027 (2.5%)	May 1, 2028 (2.5%)	November 1, 2028 (2.5%)	May 1, 2029 (2.5%)
37-A	Police Officer	\$64,530	\$66,143	\$67,797	\$69,492	\$71,229	\$73,010	\$74,835
37-B	Police Officer	\$67,670	\$69,362	\$71,096	\$72,873	\$74,695	\$76,562	\$78,476
37-C	Police Officer	\$70,810	\$72,580	\$74,395	\$76,255	\$78,161	\$80,115	\$82,118
37-D	Police Officer	\$73,949	\$75,798	\$77,693	\$79,635	\$81,626	\$83,667	\$85,758
37-E	Police Officer	\$77,089	\$79,016	\$80,992	\$83,016	\$85,092	\$87,219	\$89,400
38	Patrol Corporal	\$82,485	\$84,547	\$86,661	\$88,828	\$91,048	\$93,324	\$95,658
38	Detective	\$82,485	\$84,547	\$86,661	\$88,828	\$91,048	\$93,324	\$95,658
40	Sergeant	\$89,909	\$92,157	\$94,461	\$96,822	\$99,243	\$101,724	\$104,267
42	Lieutenant	\$98,001	\$100,451	\$102,962	\$106,536	\$108,174	\$110,879	\$113,651
44	Captain	\$108,781	\$111,500	\$114,288	\$117,145	\$120,074	\$123,075	\$126,152

The following section has been removed from the current agreement as it is no longer applicable.

8.03 LONGEVITY PAY (Replaced as of Nov 1, 2026)

(A) Effective November 1, 1996, the schedule of longevity pay for members of the bargaining unit which shall be payable the first pay day in November 1996 and each subsequent year thereafter shall be:

- 6% of base pay after 5 years of service
- 7% of base pay after 10 years of service
- 8% of base pay after 15 years of service
- 9% of base pay after 20 years of service

(B) Members hired after October 31, 2014, shall become eligible for longevity pay upon the anniversary of their tenth (10th) year of service and shall be paid as follows:

- 7% of base pay after 10 years of service
- 8% of base pay after 15 years of service
- 9% of base pay after 20 years of service

Longevity pay shall be computed as part of base salary and shall be paid in one lump sum. Longevity pay shall be considered as a part of the base salary for pension purposes only. Employees qualifying for such pay in midyear shall receive a pro rata amount based upon the portion of the year during which they were eligible for such payment.

(C) **RETENTION INCENTIVE (REPLACED AS NOV 1, 2026)**

(1) Members hired after October 31, 2014 who have completed five (5) through seven (7) years of service as of November 1, 2022 shall be entitled to a retention incentive stipend equal to 3% of their base salary.

(2) Members who have completed (8) eight and (9) nine years of service as of November 1, 2022 shall receive a retention stipend equal 4% of their base salary.

(3) A retention incentive shall be paid on November 1 based on the total number of years of service served by the member as of that date.

(4) The retention payment shall not be included in the calculation of a member's pension benefits.

! The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.** This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For Out-of-Network providers \$200 for an individual plan / \$600 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Doesn't apply to some services with a fixed dollar copay.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply.
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet deductible for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an out-of-network provider for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a referral.



• All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	None
	Specialist visit	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge	\$15 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.Caremark.com .	Tier 1 generic drugs	20% Coinsurance (Retail & Mail Order)	Not Covered	CVS Caremark administers the Pharmacy benefit.
	Tier 2 preferred brand name drugs	25% Coinsurance (Retail & Mail Order)	Not Covered	All specialty and some non-specialty medications require a Prior Authorization before being dispensed.
	Tier 3 non-preferred brand name drugs	30% Coinsurance (Retail & Mail Order)	Not Covered	Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty.
	Tier 4 specialty prescription drugs	30% Coinsurance (CVS Specialty Pharmacy only)	Not Covered	Infertility drugs: 20% coinsurance
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge. Emergency room: Copay waived if admitted; Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received. Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Emergency room care	\$50 copay per visit	\$50 copay; deductible does not apply per visit	
	Emergency medical transportation	\$50 copay per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$15 copay per urgent care center visit	\$15 copay plus 20% coinsurance per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	20% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay/office visit No Charge for outpatient services	\$15 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain Out-of-Network services.
	Inpatient services	No Charge	20% coinsurance	
	Office visits	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	
If you are pregnant	Childbirth/delivery professional services	No Charge	20% coinsurance	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private Duty Nursing: 20% Coinsurance. Preauthorization is recommended for Private Duty Nursing.
	Rehabilitation services	20% coinsurance	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information	
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)		
If your child needs dental or eye care	Habilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; No Charge for services to treat autism spectrum disorder. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge. Preauthorization is recommended; Custodial care is not covered Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.	
	Skilled nursing care	No Charge	20% coinsurance		
	Durable medical equipment	20% coinsurance	20% coinsurance		
	Hospice service	No Charge	20% coinsurance		
	Children's eye exam	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit		
	Children's glasses	Not Covered	Not Covered		
	Children's dental check-up	Not Covered	Not Covered		
					None
					Limited to one routine eye exam per year.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)
<ul style="list-style-type: none"> Acupuncture Cosmetic surgery Dental care (Adult) Dental check-up, child Glasses, child Long-term care Routine foot care unless to treat a systemic condition Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)
<ul style="list-style-type: none"> Bariatric Surgery Chiropractic care Hearing aids Infertility treatment Most coverage provided outside the United States. Contact Customer Service for more information. Private-duty nursing Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cchio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a plan through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dineke'ehgo shika at'ohwol ninisingo, kwijijigo holne' 1-800-639-2227.

Fer Hilf griege in Deitsch, ruf 1-800-639-2227 uff.

Mo se fesoascani i le Gagana Samoa, vala au mai i le numera telefoni 1-800-639-2227.

ngere aukke ghut aillilis reel kapasal Falawasch au fafaingi tilifon ye 1-800-639-2227.

Para un ma ayuda gi finu Chamoru, á'gang 1-800-639-2227.

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$15
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$30
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$90

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$15
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$150
Coinsurance	\$1,010
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,180

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$15
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$110
Coinsurance	\$100
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$210

The plan would be responsible for the other costs of these EXAMPLE covered services.

CITY OF EAST PROVIDENCE ACTIVE

Group Number: 5885-0081, 0082, 0083, 0084

Delta Dental Premier

Annual Maximum

\$1,200

Elective Orthodontic Lifetime Maximum

\$1,200

Maximum Lifetime Cap

Unlimited

Carry Over Max: \$250

In Network Bonus: \$100

Carry Over Limit: \$1200

Deductible

Individual \$0

Family \$0

Dependent Coverage

Dependent children are covered under these benefits up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 25.

P Pre-treatment Estimate Recommended

A Prior Authorization Required

See back page for additional information >

Plan pays 100%; Member Coinsurance 0%

- Oral exam once per calendar year
- Cleaning twice per calendar year
- Fluoride treatment for children under age 19 and students to age 25 once per calendar year. Fluoride varnish once per calendar year for members over age 16 following gingival flap or osseous surgery
- Bitewing x-rays one set per calendar year
- Complete x-ray series or panoramic film once every 36 months.
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- P** • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months

Plan pays 50%; Member Coinsurance 50%

- P** • Bridges and crowns over implants replacement limited to once every 60 months
- P** • Partial and complete dentures replacement limited to once every 60 months
- P** • Root planing and scaling once per quadrant every 24 months
- P** • Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered)
- P** • Gingivectomies once per site every 36 months
- P** • Soft tissue grafts once per site every 60 months
- P** • Crown lengthening once per site every 60 months
- Periodontal maintenance following active therapy two per year

Plan pays 50%; Member Coinsurance 50%

- P** • Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to www.deltadentalri.com/el. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find A Dentist tool at www.deltadentalri.com.

How to Find a Dentist

Choose from Delta Dental's extensive network of dentists, you're sure to find one that's right for you. Visit www.deltadentalri.com to use our online Find A Dentist tool. You can see if your current dentist participates with us or look for a new dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of dentists that meet your needs — as well as maps and driving directions.

Beyond Benefits

When you visit us at www.deltadentalri.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A dentist tool to find a dentist in your area

Notice of Nondiscrimination and Accessibility Policy

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-843-3582.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-843-3582.

Blue Cross Vision - Focus Eyewear 100



Blue Cross
Blue Shield
of Rhode Island

Insight Network

Vision Care Services	Member Cost In-Network	Out-of-Network Reimbursement
Frames, Lenses, and Lens Options* Package (Any frame, lenses, and lens options available at provider location)	\$100 allowance for frames, lenses, and lens options; 20% off balance over \$100	up to \$50
Contact Lenses* (Contact lens allowance includes materials only.)		
Conventional	\$100 allowance; 15% off balance over \$100	up to \$80
Disposable	\$0 copay, \$100 allowance	up to \$80
Medically necessary (Anisometropia, High ametropia, Keratoconus, Vision Improvement)	\$0 copay	up to \$210
Laser Vision Correction LASIK or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional Discounts	40% discount off complete pair of prescription eyeglasses 15% discount off conventional contact lenses once funded benefit has been used 20% off non-prescription sunglasses	N/A
Benefit Frequency Frames; lenses or contact lenses	Once every 12 months	Once every 12 months

*Members can use their lens benefit on either Standard Plastic Lenses or Contact Lenses. Type Lens benefit use does not affect the Frames benefit.

Please Note: Your benefits cannot be combined with any other discounts, coupons, or promotional offers unless otherwise noted in an offer.



This is a summary of your vision benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.

EyeMed Vision Care is an independent company, contracted by Blue Cross & Blue Shield of Rhode Island to provide vision benefit management services.



Blue Cross
Blue Shield
of Rhode Island

www.bcbsri.com

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

01/26 VSN-288007

