

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 187

Approved May 22, 1972

RESOLVED, that the accompanying Agreement, duly executed 20th April A. D. 1972, effective for the Term Beginning July 1, 1972 and Ending June 30, 1974, by and between the City of Providence and the Providence Lodge No. 3 Fraternal Order of Police, be and the same is hereby ratified.

IN CITY COUNCIL

MAY 16 1972

READ and PASSED

.....
Wm. A. C. C. C. President
Clerk

APPROVED

MAY 22 1972

Joseph A. Morley
.....
MAYOR

Cum gratia Scribitur
and Cum gratia Spec. by request

A G R E E M E N T

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments", this Agreement is made and entered into this *20th* day of *April*, A.D. 1972, by and between the CITY OF PROVIDENCE AND PROVIDENCE LODGE NO. 3, FRATERNAL ORDER OF POLICE (hereinafter called "Providence Lodge No. 3").

PREAMBLE

Pursuant to the provisions of Chapter 54 of the Public Laws of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Departments", the City of Providence recognizes that the full time policemen of the City of Providence have the statutory right to bargain collectively with the City of Providence and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the City of Providence to regulate, manage and control the Police Department of the City except as modified by the terms of this contract and except as specifically directed

by said Chapter 54 of the Public Laws of the State of Rhode Island, 1963, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, wherein the full time policemen who are subject to its terms, shall have no right to engage in any work stoppage, slowdown or strike.

The word "employee" when used in this Agreement shall mean all full time police, from the rank of patrolman up to and including the rank of Captain, including all policewomen.

ARTICLE I.

Section 1. - RECOGNITION.

The City of Providence recognizes Providence Lodge No. 3, as the exclusive bargaining agent for all full time policemen from the rank of Patrolman up to and including the rank of Captain, including all policewomen, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the City of Providence and employees of the Police Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2 - EMPLOYMENT SECURITY

The parties to this Agreement will not discriminate in

any way against any policeman for membership or for legitimate activities or for non-membership in Providence Lodge No. 3.

Section 3. - DUES DEDUCTION

The City of Providence shall deduct Providence Lodge No. 3 dues upon receipt of authorization of members of Providence Lodge No. 3 who shall sign deduction form cards to be supplied by the Lodge. The City of Providence shall forward to the Financial Secretary of Providence Lodge No. 3 such deductions each month following the month of deduction.

Section 4. - TIME OFF FOR BARGAINING

All employees covered by this Agreement, who are officers of Providence Lodge No. 3, or who are appointed by Providence Lodge No. 3 as members of said Lodge's Collective Bargaining Negotiating Committee, (not to exceed three (3)), shall be allowed time off with pay for official Lodge business in negotiations and/or conferences with the City Administration and without requirement to make up said time, provided, however, that the foregoing shall not be construed as limiting said Lodge's Negotiating Committee to three (3) members.

Section 5. - TIME OFF FOR FRATERNAL ORDER OF POLICE BUSINESS.

All employees covered by this Agreement who are members of the Board of Directors of Providence Lodge No. 3, and are on the out first night relief shall, with the permission of the Night Commander, be allowed time off, with pay, for all regular monthly

meetings of the Board of Directors of Providence Lodge No. 3 and all regular meetings of Providence Lodge No. 3; such time off shall not exceed three (3) hours per meeting.

All employees covered by this Agreement who hold either a State or National Office in the Fraternal Order of Police shall, with the permission of the Chief of the Department, be allowed time off for their attendance at State or National Meetings of the Fraternal Order of Police.

Time off under the foregoing provisions shall be with pay and without the requirement to make up said time.

Section 6. - UNION SECURITY

All permanent members of the Providence Police Department shall have the right to join or refrain from joining Providence Lodge No. 3, Fraternal Order of Police. Any employee who chooses not to join Providence Lodge No. 3, Fraternal Order of Police, (except those employees who are not members of Providence Lodge No. 3 on the date of the signing of this Agreement), and who is covered by the terms of this Collective Bargaining Agreement shall, however, be required to pay to Providence Lodge No. 3, Fraternal Order of Police, an amount of money equal to the initiation fee uniformly required for membership in Providence Lodge No. 3, and a monthly service fee equal to the monthly dues charged members of Providence Lodge No. 3, Fraternal Order of Police, to defray the costs in connection with Providence Lodge No. 3's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement.

In addition, any employee who chooses not to join Providence Lodge No. 3, Fraternal Order of Police, (except those employees who are not members of Providence Lodge No. 3 on the date of the signing of this Agreement), shall be required to pay any assessment uniformly levied upon all members of Providence Lodge No. 3, Fraternal Order of Police, in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement.

The aforesaid payments shall be payable on or before the first day of each month and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those employees who are members of Providence Lodge No.3.

Other than the payment of the fees above referred to, those employees who do not choose to join Providence Lodge No. 3, shall be under no further obligation or requirement of any kind to said Lodge.

It is further understood and agreed that as a condition of continued employment, all employees covered by this Agreement shall, on the 30th day following their appointment as a permanent member of the Providence Police Department, or the effective date of this Agreement, whichever is later, pay the established fees above referred to.

ARTICLE II.

Section 1. - MANAGEMENT RIGHTS.

The City of Providence shall retain the right to issue,

through the Commissioner of Public Safety, rules and regulations governing the conduct of the Police Department; provided, however, that no rule, regulation, general or special order shall abridge or supercede the provisions of this Agreement.

ARTICLE III.

Section 1. - SENIORITY

Seniority of employees shall be computed according to continuous service in each rank, except for Patrolmen, where seniority shall be computed according to continuous service from the date of the original employment by the City at the start of said employee's training period; provided, however, as to any employee whose employment is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said employee's continuous service, and provided further, that such service shall not be considered as continuous service if such employee re-enlists or continues his military service after the time of his original service period.

In computing seniority, the same shall be based upon the employee's length of employment as a policeman. Prior service with the City of Providence in some other department shall not be considered in determining the employee's seniority within the Police Department.

Section 2. - CUMULATION.

Seniority shall accumulate during absence because of

illness, injury, vacation, military leave or other authorized leave, for a period of up to one (1) year.

Section 3. - BREAK IN SENIORITY

Seniority shall be broken when a policeman is dismissed for proper cause, voluntarily terminates his employment, is laid off in excess of three (3) years, or fails to report with no justifiable cause upon receiving a recall notice or upon conclusion of authorized leave.

ARTICLE IV.

Section 1. - VACANCIES - PATROLMEN'S RANKS.

The Police Department shall maintain, as far as possible, a pool of recruits who shall be available to fill vacancies in the rank of patrolman, as established by ordinance, as such vacancies occur.

Section 2. - VACANCIES - OFFICERS' RANKS.

The Police Department shall at all times maintain promotional lists for all positions required either by ordinance or by this Agreement, to be filled in accordance with Section 3 of this Article. All vacancies shall be filled within forty-five (45) days after the vacancy occurs.

Section 3. - PROMOTION

Promotions to the ranks of Sergeant, Lieutenant and Captain within the Police Department, shall be made on a competitive basis as prescribed by the regulations of the Police Department.

After each phase of any promotional examination, a list of those eligible to take the next phase shall be published by general order; said general order to show the order of finish without any scores.

Any employee of the Providence Police Department who was accepted into the Department without the requirement of a high school education shall be permitted to take any examination for promotion to higher rank, even though Departmental rules and regulations may presently or in the future require a high school education in order to take such examination.

Section 4. - NEW POSITIONS

Any newly created position involving a promotion in rank shall be filled according to the provisions of Section 3 of this Article (Section 3 deals with promotional procedure).

ARTICLE V

Section 1. - DUTIES

The duties of the members of the Police Department shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the City of Providence and the statutes of the State of Rhode Island and such other necessary auxiliary, administrative, and service functions presently conducted by the Police Department, and such other duties as are, or may be, prescribed by the Commissioner of Public Safety in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

Section 2. - DETAIL TO OTHER DEPARTMENTS.

The City of Providence agrees that employees of the Police Department whose duties are as defined in ARTICLE V., Section 1, above, shall be detailed to other departments of the City for the performance of police duties only.

Section 3. - TRANSFER TO OTHER DIVISIONS.

The parties hereto recognize and agree that there exists the need for adopting formal job specifications and requirements, qualifying tests (such as those prepared by the Public Personnel Association) and a plan to weigh and combine such factors as test scores, personality appraisals, performance records and seniority.

The City agrees to develop a program for the filling of lateral vacancies and transfers, such system giving weight to seniority along with capability and personal qualifications. The parties recognize that such a plan would better both the department needs and the needs of employees of the Providence Police Department.

The parties recognize the need for extra department discretion in transferring or assignment of employees with ranks involving supervisory responsibilities.

The City further agrees to engage in discussions with Providence Lodge No. 3 to obtain the foregoing objective.

The City agrees to implement the foregoing during the term of this Agreement.

ARTICLE VI.

Section 1. - HOURS.

Effective July 1, 1972 the regular work week for all employees of the Providence Police Department covered by this Agreement, except for the employees in the Detective Division, "C Squad", Juvenile Bureau, and Bureau of Criminal Identification,

shall be an average work week of thirty seven and one-half (37½) hours.

Effective July 1, 1972 the regular work week for employees of Providence Police Department in the Detective Division, "C Squad", Juvenile Bureau and Bureau of Criminal Identification shall be an average work week of forty two and one-half (42 1/2) hours per week.

Effective July 1, 1973 the regular work week for employees of Providence Police Department in the Detective Division, "C Squad", Juvenile Bureau and Bureau of Criminal Identification shall be an average work week of forty (40) hours per week.

The basic schedule for the Patrol Bureau shall consist of four (4) tours of duty of eight (8) hours each with two (2) days off. The tours of duty will be initially established as 8:00 o'clock A.M. to 4:00 o'clock P.M.; 4:00 o'clock P.M. to 12:00 midnight; 6:00 o'clock P.M. to 2:00 A.M.; 12:00 o'clock midnight to 8:00 o'clock A.M. The foregoing schedule may be changed but no change may be made until prior notification, and consultation with Providence Lodge No. 3.

The basic work schedule for other divisions and employees of the Providence Police Department other than the Patrol Bureau shall be established by the City of Providence.

The hours of an employee's normal tour of duty shall not be changed without his receiving at least four (4) hours advance notice if he is in the task force, and at least eight (8) hours advance notice for employees of other divisions. This provision, however, shall not affect the right of the Police

Department to "call back" as provided elsewhere in this Agreement.

Failure to give such notice shall not excuse an employee from reporting for duty but such failure shall be construed as a call back subject to all of the provisions of this Agreement dealing with "call back" pay.

Section 2. - OVERTIME

All employees covered by this Agreement who are required to perform police work (excluding court time) in excess of their normal work week, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate of pay. Any time worked in any hour in excess of fifteen (15) minutes shall be compensated for to the next full hour.

The City agrees, as a matter of policy, to furnish meals to any employee who is required to work overtime over a regular meal time period.

The City further agrees, as a matter of policy, to provide meals to any employee who works on a "call back" beyond six (6) hours who cannot be relieved for meals.

Section 3. - CALL BACK PAY

All employees covered by this Agreement who are called back to duty shall be compensated for at least four (4) hours at their straight time hourly pay; provided that all hours worked in excess of an employee's normal average work week shall be compensated for at the rate of time and one-half (1-1/2).

There shall be no duplication or pyramiding of benefits under Section 2 and 3 hereof.

Section 4. - SUBSTITUTIONS.

A. It is agreed that any employee covered by this Agreement who wishes to change his days off may either ask his superior in charge to change his days off, or he shall have the right to substitute with an employee of equal rank on his relief, with the permission of his commanding officer; provided that a notice of not less than twenty-four (24) hours is given to the commanding officer.

B. All employees covered by this Agreement shall be permitted to substitute with employees of equal rank on their platoon concerning vacations; provided, that the employee seeking a substitution secures the permission of the Chief of the Department at least one (1) week in advance of said substitution.

C. No employee covered by this Agreement shall be compelled to commence his normal days off at 8:00 o'clock, A. M.

In furtherance of this provision, the City of Providence and Providence Lodge No. 3 have agreed upon a work schedule to carry out the foregoing provision..

Nothing in this Section shall be construed to entitle any employee to overtime pay for any calendar week as a result of his working more than five (5) days in any calendar week nor shall it be construed to deprive any employee of a full weeks pay if he works less than five (5) full work days in any calendar week. Providence Lodge No. 3, on behalf of the employees covered by this Agreement, hereby expressly waives any right of any employee for overtime pay who as

a result of said work schedule works more than five (5) work days in any calendar week.

Section 5. - IN SERVICE TRAINING

Once every three (3) months, employees covered by this Agreement may be required to report fifteen (15) minutes early, for "in service training", without additional compensation.

ARTICLE VII

Section 1. - VACATIONS

All employees of the Providence Police Department who have been continuously in the employ of the City of Providence for at least one (1) year, shall be entitled to an annual vacation of two (2) calendar weeks, with pay, during each succeeding year of their employment; all members of the Providence Police Department who have been continuously in the employ of the City of Providence for ten (10) years or more, shall be entitled to an annual vacation of three (3) calendar weeks, with pay, during each ensuing year of their employment. All members of the Providence Police Department who have been continuously in the employ of the City of Providence for twenty (20) years or more, shall be entitled to an annual vacation of four (4) calendar weeks, with pay, during each ensuing year of their employment.

For the purpose of determining date of employment with the City, the beginning date shall be the first day on which said employee began his present term of employment with the Police Department of the City of Providence.

Section 2. - SENIORITY

Vacations shall be granted by Bureaus according to rank and then according to seniority in the Department.

Section 3. - SPLIT VACATIONS.

All members of the Providence Police Department shall be entitled to select their vacation entitlement for such time in the year as they see fit; provided, however, that no vacation period selected shall be for more than three (3) consecutive weeks, nor less than one (1) full calendar week's duration.

Section 4. - PAID HOLIDAYS.

The following holidays shall be paid holidays for all members of the Providence Police Department: -

New Year's Day	Labor Day
Washington Birthday	Columbus Day
Memorial Day	Armistice Day
Fourth of July	Thanksgiving Day
Christmas Day	R.I. Independence Day

Holiday pay shall be one-fifth (1/5th) of the employee's weekly salary and shall be paid to each employee over and above his weekly salary whether he works the holiday or not.

ARTICLE VIII.

Section 1. - CLOTHING ALLOWANCE.

The City shall, at its expense, furnish to all employees required to wear uniforms the following new uniform - original issue: -

1 dress blouse

1 reefer jacket
2 pair of each required trousers
4 of each required shirts
1 of each required hat
1 raincoat and rain cover
1 pair of rubbers and/or overshoes (if required)
1 of each required necktie

The City agrees to furnish any other distinctive clothing required to be worn.

The City further agrees to replace the above clothing at its own expense as needed.

For those employees not required to wear uniforms, the clothing allowance shall be One Hundred Fifty (\$150.00) Dollars per year.

Section 2. - CLOTHING MAINTENANCE ALLOWANCE

Commencing July 1, 1973, all employees covered by this Agreement shall be entitled to a clothing maintenance allowance in the amount of One Hundred (\$100.00) Dollars per year. Such maintenance allowance shall be paid to all employees covered by this Agreement who are employees of the Providence Police Department on July 1, 1973 and said amount together with the amount referred to in Section 1 hereof shall be paid to each eligible employee no later than October 1, 1973.

ARTICLE IX.

Section 1. - SICK LEAVE.

Sick leave shall be granted at the rate of fifteen (15) days per year accumulative to one hundred twenty (120) days per year; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave

to members with ten (10) years of service or more within the Department.

Section 2. - REASONS FOR SICK LEAVE.

Sick leave for members of the Police Department shall be granted for the following defined reasons:-

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position.

B. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee provided that not more than seven (7) working days, with pay, shall be granted to the employee for this purpose in any one quarter, nor for more than fifteen (15) working days in any one calendar year. (Employees can be required to sign an affidavit stating that there is no possible way to make any other arrangements).

C. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

D. Death of a mother, father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law or other member of the immediate household, provided that in such cases the leave shall not

extend more than one (1) day beyond the date of burial of said deceased person and provided, further that in the case of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

E. Death of other relatives provided that in such cases the leave with pay shall be for not more than one (1) day to permit attendance at the funeral of said person. (affidavit may be required). In the case of the death of other relatives, employees on their short day off may elect to take either the tour of duty before or after the funeral as their time off.

F. The Chief of the Department may require a physician's certificate or other satisfactory evidence in support of any request for sick leave; provided the employee involved has been told on the occasion of his last prior absence for sickness that such evidence might be required for any future sick leave request. However, such evidence shall be required for each sick leave with pay covering an absence of more than two (2) consecutive working days.

G. Any employee on sick leave shall be paid his regular holiday pay for any and all holidays that occur while on such leave.

Section 3. - SEVERANCE PAY

Commencing October 1, 1969, each employee covered by this Agreement shall be entitled to be credited with severance pay at the rate of one and one-quarter (1-1/4) days per month, accumulative to a maximum of one hundred twenty (120) days which shall be due and payable at the time of such employee's retirement from the Police Department. The foregoing severance pay shall be due and payable only upon an employee's actual retirement and for no other reason.

The amount of severance pay shall be determined at the time of the employee's retirement by multiplying one-half (1/2) the number of accumulated days of severance pay, by his then current daily rate of pay, less any days of deduction in accordance with the hereinafter described deductible days.

At the time of an employee's retirement, there shall be deducted from his total accumulative days, any and all days on which the employee was absent from his employment, on and after October 1, 1969; provided, however, that no days of absence due to vacations, injuries or contagious disease actually suffered or contracted by the employee in the line of duty, nor days of absence due to the death of the employee's mother, father, wife, child, brother, sister, grandmother or grandfather, shall be deducted.

Any employee who accumulates severance pay under the foregoing paragraph shall not lose the same in the event he is promoted to a rank not included within the bargaining unit provided

for in this Agreement. Such employee shall not accumulate any further severance pay following an appointment but such accumulated severance shall be due and payable upon his subsequent death, retirement or termination of employment. The amount thereof shall be determined by multiplying the number of accumulated days of severance pay by his then current daily rate of pay in effect at the time of his retirement..

ARTICLE X

Section 1. - INJURIES

Members of the Police Department who are injured in the line of duty, shall receive full salary while their incapacity exists, or until they are placed on disability retirement. All injuries and recurrences of injuries shall be reported, as required by Department regulations; provided, however, that the failure to so report shall not per se, bar any employee of the benefits provided for by Section 45-19-1 of the General Laws of Rhode Island 1956, as amended.

The City agrees that an employee will be considered as injured in the line of duty if such injury occurs at any time while such employee is actually performing police work for and on behalf of the City, even though said employee may not actually be on his regular tour of duty.

The City further agrees that once an employee reports for work, he is actually on duty and shall be covered under this section for any injuries sustained until his tour of duty is completed.

The parties agree that where the injury was caused under

circumstances creating a legal liability in some person other than the City to pay damages in respect thereof, the City shall be subrogated to the rights of the employee to recover damages therefor.

Section 2. - MEDICAL CARE FOR INJURIES.

Medical care for those injured in line of duty shall be as follows: -

A. Those employees covered by this Agreement injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician or chiropractic physician. The choice shall be made by the injured person or if his condition prevents him from making his choice, by the officer in charge. The employee shall at all times have the right to change his physician or chiropractic physician. If the injured employee requires hospitalization and medical treatment outside the State of Rhode Island, he shall first secure the permission of the Chief of the Department for the same; which permission shall not be unreasonably withheld.

B. In other cases involving injuries in line of duty which do not require hospitalization, the injured individual shall have the right to be treated by a physician of his own choice.

C. When a member has suffered a minor injury in line of duty which does not require the care of a physician, a report on the injury and treatment shall be

made to the Chief of the Department in accordance with Regulations.

D. When a member has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall then be examined by the Police Department physician.

If the Police Department physician finds that the present condition is not related to the previous injury, the member shall then be entitled to be examined by the physician who attended him for the original injury. If the opinion of the member's private physician is in conflict with that of the Police Department physician as to whether or not the member's condition is a recurrence of a previous injury in line of duty, then a third physician mutually agreeable to the Police Department physician and the member's physician shall examine said member, and the opinion of the physician so selected shall be conclusive, on the parties. If it is finally determined that said injury is a recurrence of a previous injury in line of duty, the Police Department shall be responsible for payment of member's medical expenses.

Section 3. - MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN LINE OF DUTY

The City of Providence agrees to pay for all expenses as set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended, and further agrees that the time lost by said employee as the result of any injury received or sickness contracted in the performance of said employee's duty

shall not be deducted from said employee's sick leave provided for in ARTICLE IX.

Section 4. - MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY.

Subject to the approval of the Chief of the Department, the City of Providence agrees to pay all expenses for inoculation or immunization shots for members of an employee's family residing in his household when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee had been exposed to said disease in the line of duty.

Section 5. - FUNERAL AND BURIAL EXPENSES.

The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of Twenty Five Hundred (\$2500.00) Dollars and, in addition, the City shall pay to the widow or heirs of such deceased employee, his accumulated severance pay.

ARTICLE XI.

Section 1. - RULES AND REGULATIONS.

The City of Providence agrees to furnish each member of the Police Department with a complete set of Rules and Regulations governing the Police Department.

ARTICLE XII.

Section 1. - SALARIES

Salaries for employees in the Police Department covered by this Agreement shall be as follows: -

	Weekly 7-1-72	Weekly 12-31-72
Patrolman (upon appointment)	155.00	\$ 160.00
Patrolman (after 12 months' service)	159.00	164.00
Patrolman (after 18 months' service)	175.00	180.00
Sergeant	196.00	201.00
Lieutenant	209.00	214.00
Captain	226.00	231.00

All uniform personnel on night reliefs, except in the Detective Division, "C" Squad, Juvenile Bureau and Bureau of Criminal Identification (after Six (6) months' assignment) shall receive as salary an additional one (\$1.00) Dollar per week over and above the above specified rates.

All employees in the Detective Division, "C" Squad, Juvenile Bureau and Bureau of Criminal Identification (after six (6) months' assignment) shall receive in addition to the above wages, eight (8%) percent additional compensation.

Commencing July 1, 1973 all employees covered by this Agreement shall receive an increase in their basic weekly salary of Nine (\$9.00) Dollars per week or additional salary equal in percentage amount to the increase in the Consumer Price Index published by The United States Government, if any, between April 30, 1972 and April 30, 1973, whichever will result in the greater increase in weekly salary.

ARTICLE XIII.

Section 1. - GRIEVANCE PROCEDURE

Alleged grievances of members of the Police Department in respect to wages, rates of pay, working conditions or other

terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following procedure: -

A. An individual having a grievance may either present his grievance to his immediate superior or he may present his grievance to the Executive Board of Providence Lodge No. 3 in accordance with the provisions of Paragraph B hereof. In the event a member presents his grievance to his immediate superior, every effort shall be made to resolve the grievance on this level before resorting to formal procedures. If the grievance cannot be satisfactorily settled, it may be referred by the employee involved to the appropriate Commander who shall make a serious and sincere attempt to settle the complaint.

B. Where an employee has brought his grievance to his immediate superior and has followed the procedure set forth in Paragraph (A) hereof and such procedure has failed to resolve the grievance, the individual may, in writing, bring the grievance to the attention of the Executive Board of Providence Lodge No. 3. An employee may also, in writing, bring his grievance directly to the attention of the Executive Board of Providence Lodge No. 3. Said Executive Board, shall, within five (5) days of the receipt of said grievance, arrange for the individual to present his alleged grievance at a meeting of the Executive Board. It shall be the responsibility of the Executive Board to determine the justification of the complaint. If, in the judgment of the

Board, the nature of the grievance justifies further action, it shall, through the President or Vice President of Providence Lodge No. 3, carry the grievance to the Chief of the Providence Police Department.

C. The Chief of the Police Department, or his delegate, shall meet with the President or Vice President of Providence Lodge No. 3 within ten (10) days of receipt of a request from said officer of Providence Lodge NO. 3. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Police Department and the President or Vice President of Providence Lodge No. 3 for the purpose of testifying on the grievance. Within ten (10) days (unless otherwise agreed upon) of the first meeting between the Chief of the Police Department and the President or Vice President of Providence Lodge No. 3, the Chief shall render his decision, in writing, a copy of the same to be delivered to the President or Vice President of Providence Lodge No.3.

D. If the decision of the Chief of the Police Department is not acceptable to Providence Lodge No. 3, a committee shall be created for the purpose of arriving at a final resolution of the problem. This Committee shall be composed in the following manner: The Chief of the Police Department or some person designated by him as his representative; The President of Providence Lodge No. 3, or a member of that organization so designated by the President of Providence Lodge No. 3; a third disinterested member who shall be agreed

upon by the first two members. If agreement cannot be reached on the third member within five (5) days of the decision to follow this procedure, Providence Lodge No. 3 may request the assignment of an Arbitrator by the American Arbitration Association.

The decision handed down by this committee shall be submitted to the Commissioner of Public Safety and shall be binding in nature as to all matters, except that grievances shall not be permitted with respect to ARTICLE V., Section 3 hereof or matters pertaining to discipline except as to ARTICLE XVI., Section 1 hereof.

Fees and necessary expenses of the neutral member only shall be borne equally by the parties.

E..The parties hereto agree that Providence Lodge No. 3 shall have the right to designate an employee who shall handle all grievances under this Agreement and who may act on behalf of any employee.

The City further agrees that such employee shall work the same tour of duty as the Commissioner of Public Safety and the Chief of the Police Department.

F. In addition to the foregoing grievance procedure , Providence Lodge No. 3 shall have the right to initiate a grievance on its own behalf where the action complained of is of general application. In such event the grievance shall be processed in accordance with the provisions of Steps C, D, and E above.

ARTICLE XIV

Section 1. - BLUE CROSS AND PHYSICIANS SERVICE.

The City of Providence agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross), in the present Semi-Private Plan and family coverage under the Rhode Island Medical Society Physicians Service, Plan A, for all employees covered by this Agreement, subject to the rules and regulations of those corporations. In the case of an unmarried member, individual coverage is to be furnished.

Not later than January 1, 1972, the City will pay for full family major medical insurance up to a maximum coverage of Ten Thousand (\$10,000.00) Dollars, and in addition, shall pay for life insurance of Five Thousand (\$5,000.00) Dollars on the life of each employee covered by this Agreement, or the equivalent.

ARTICLE XV.

Section 1. - SENIORITY FROM NIGHTS TO DAYS.

A) In the event of a vacancy in the day patrol or day foot traffic, the employee with the greatest seniority in either the day or night patrol and/or Traffic Division shall have the right to fill said vacancy.

B) In the event of a vacancy in the day motorcycle ranks, the employee with the greatest seniority in the night motorcycle ranks shall have the right to fill said vacancy unless there be an employee in the night patrol division who has

greater seniority and has had prior motorcycle experience, in which case said employee shall be entitled to fill said vacancy.

C) In the event of a vacancy on day relief in any other division of the department of the Police Department, the employee with the greatest seniority on the night reliefs in such division of the department of the Police Department shall have the right to fill said vacancy.

ARTICLE XVI.

Section 1. - PENALTY HOURS

Extra duty hours imposed by the Chief of the Department shall in no event or case be in excess of forty (40) hours. No such extra hours shall be worked on the employee's day off without his consent.

ARTICLE XVII.

Section 1. - COURT TIME.

Employees who are required to attend court shall be compensated for all time spent in court at their regular hourly rate of pay. Court time shall be based upon time actually spent at court except for night men who are on short days, when it will be computed from 8:00 o'clock, A.M.

All employees except those on short days off, shall be compensated a minimum of four (4) hours for court appearances; those employees who are required to attend court on short days off shall be permitted to commence their next tour of duty late those number of hours which they have spent on court time appearances.

All employees who are required to attend court on short days off and who are in attendance for four (4) hours, or more, shall be considered as having served a full tour of duty and shall not be required to report for work on said day.

ARTICLE XVIII.

Section 1. - DETAIL PAY.

As of October 1, 1972, all employees covered by this Agreement who are required to report for a private detail shall be granted at least a minimum of four (4) hours pay at the rate of six (\$6.00) Dollars per hour for Patrolman; six and 75/100 (\$6.75) Dollars per hour for Sergeants; seven and 25/100 (\$7.25) Dollars per hour for Lieutenants; seven and 75/100 (\$7.75) Dollars per hour for Captains and shall be compensated at the rate of seven (\$7.00) Dollars per hour for Patrolman; Seven and 75/100 (\$7.75) Dollars per hour for Sergeants; Eight and 25/100 (\$8.25) Dollars per hour for Lieutenants, Eight and 75/100 (\$8.75) Dollars per hour for Captains for each hour worked in excess of four (4) hours.

The foregoing provisions are subject to re-negotiation at the end of each six (6) months' period during the term of this Agreement.

In determining hours worked, any period of time worked in any hour shall be considered as one (1) full hour.

Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter Sunday,

shall be compensated for at double the regular rate for detail pay. In determining whether the detail is worked on a particular day or not, the day will be considered to commence at 8:00 o'clock A.M. on the day of the holiday up to 8:00 o'clock A.M. on the day following the holiday.

As illustrative of the foregoing, Christmas Eve will be considered as beginning at 8:00 o'clock A.M. on December 24th and ending 8:00 o'clock A.M. on December 25th; Christmas Day will be considered as beginning 8:00 o'clock A.M. December 25th and ending December 26th at 8:00 o'clock A.M.

The Chief of the Police Department shall maintain files on all details and appointments thereto shall be on a rotating basis as far as practicable.

Any employee shall have the right to withdraw his name from the detail list at any time, but no employee's name shall be deleted from the detail without his consent.

Any employee who may be injured while on a private detail, shall be entitled to the same rights, privileges and benefits as if he were injured while performing his duties for the City of Providence and shall be subject to all rules and regulations of the Providence Police Department.

For every three (3) men on a detail there shall be a Sergeant. For each five (5) men on a detail there shall be a Sergeant and a Lieutenant.

For any detail comprising fifteen (15) men or more there shall also be provided one (1) Captain, if a Captain is available for detail duty.

All paid details requiring a plainclothesman shall be filled from members of either the Detective Division, Juvenile Bureau, C Squad or Bureau of Criminal Identification.

Providence Lodge No. 3 shall have the right at any time after six (6) months from the date of this Agreement to reopen the matter of the pay for detail pay as provided in Paragraph (1) hereof, also the details on which double pay is paid for details under Paragraph (3) hereof.

ARTICLE XIX

Section 1. - NO STRIKE CLAUSE.

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, Providence Lodge No. 3, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify such employee or employees so engaging in such unauthorized activities, to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XX.

Section 1, - LEGAL ASSISTANCE.

In the event any employee covered by this Agreement is

sued in any civil proceeding as the result of actions performed by said employee in the performance of his duties as an employee of the Providence Police Department, the City of Providence agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee except where such judgment is rendered in a civil suit involving the application of bodily force, wherein the City has been exonerated; in such case the determination, as to whether or not the City shall pay any judgment rendered against any employee, covered by this Agreement, shall be left to the determination of the City Council of the City of Providence.

ARTICLE XXI.

Section 1. - DURATION OF AGREEMENT.

This Agreement shall be for the term beginning July 1, 1972 and ending June 30, 1974.

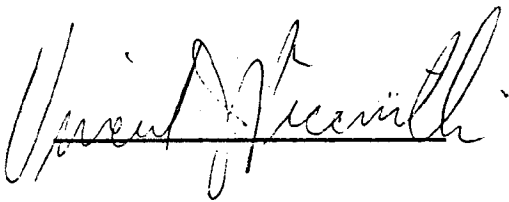
Section 2. - ECONOMIC STABILIZATION ACT OF 1971 - EFFECT.

In the event it is determined by the appropriate agency of the United States Government that the economic benefits provided for in this Agreement would be in violation of the rules and regulations of the Cost of Living Council or Wage Board issued pursuant to Executive Order No. 11615 carrying out the Economic Stabilization Act of 1971, then and in such event the parties hereto shall meet to renegotiate the economic benefits set forth in this Agreement to bring them in line with the rules and regulations then existing.

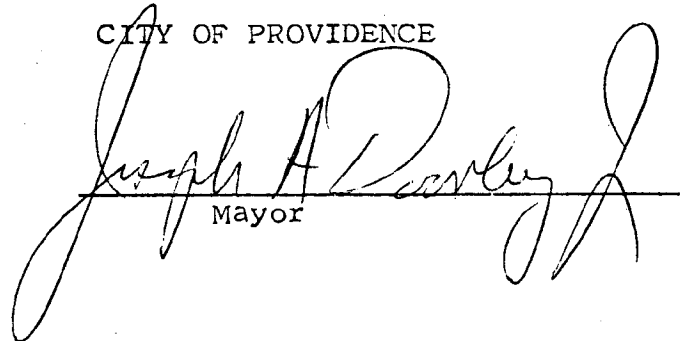
IN WITNESS WHEREOF, the said City of Providence has

caused this instrument to be executed and its corporate seal to be affixed by Joseph A. Doorley, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence, as of the day and year first above written, and the said Providence Lodge No. 3, Fraternal Order of Police has caused this instrument to be signed by Raymond C. Pezzullo, its President, thereunto duly authorized as of the day and year first above written.

In the presence of:

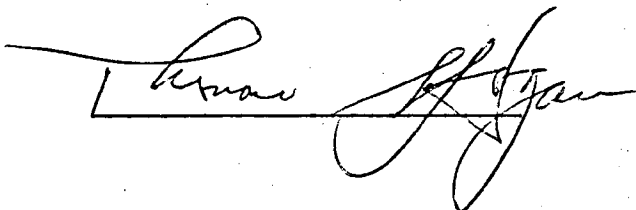


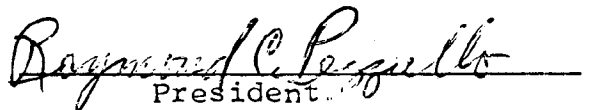
CITY OF PROVIDENCE



Mayor

PROVIDENCE LODGE NO. 3,
FRATERNAL ORDER OF POLICE





President

LAURENCE J. HOGAN
MARY C. HOGAN
EDWARD T. HOGAN
THOMAS S. HOGAN

HOGAN & HOGAN
ATTORNEYS AND COUNSELLORS AT LAW
FIFTH FLOOR
32 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND
02903

EDWARD T. HOGAN
1924-1953
TELEPHONE 421-3990
AREA CODE 401

July 1, 1972

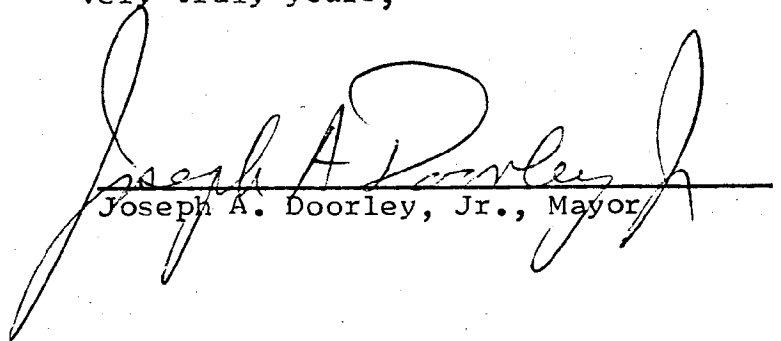
Providence Lodge No. 3
Fraternal Order of Police
c/o Mr. Raymond C. Pezzullo
60 Mowry Street
Providence, Rhode Island

Dear Sirs:

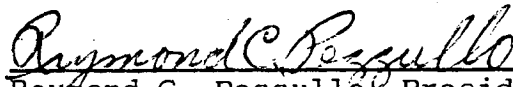
It is the understanding of Providence Lodge No. 3, Fraternal Order of Police, that the City of Providence will allow retired employees of the Providence Police Department to continue their Blue Cross coverage in the City Plan at the retired employee's expense, provided such will be allowed by Blue Cross.

If the foregoing is in accordance with your understanding, please sign a copy of the enclosed letter at the place provided below.

Very truly yours,


Joseph A. Doorley, Jr., Mayor

Accepted and approved.


Raymond C. Pezzullo, President
Providence Lodge No. 3,
Fraternal Order of Police

HOGAN & HOGAN
ATTORNEYS AND COUNSELLORS AT LAW
FIFTH FLOOR
32 WESTMINSTER STREET
PROVIDENCE, RHODE ISLAND
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AREA CODE 401

July 1, 1972

Providence Lodge No. 3
Fraternal Order of Police
c/o Mr. Raymond C. Pezzullo
60 Mowry Street
Providence, Rhode Island 02908

Dear Sirs:

Although there exists a written Collective Bargaining Agreement between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police, covering the working terms and conditions of employees of the Providence Police Department, it is the further agreement of the City of Providence that it will pay all medical expenses and hospital expenses for members of an employee's immediate family who contract a contagious disease where such contagious disease may reasonably be considered to have been transmitted by the employee to such member of his family, as the result of said employee's exposure to said disease in the line of duty.

It is further agreed by the City of Providence that it will pay all medical expenses, doctors' fees and other related expenses on behalf of any employee covered by this Agreement who is placed on the disability pension list where such expenses are incurred as a result of the injuries or illness which caused said employee to be placed on the disability pension list or which relate to any recurrence of said injury or illness for which he was placed on said disability list; provided, however, that there shall be deducted therefrom any amounts which the employee may receive by virtue of Blue Cross coverage.

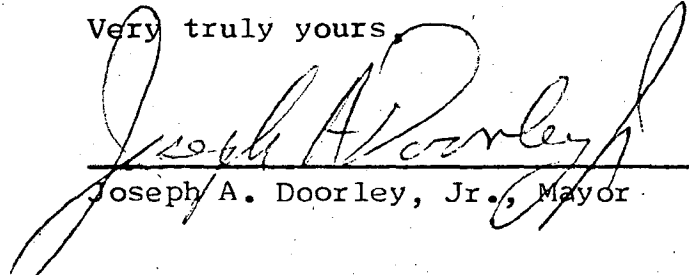
The City further agrees to a so-called "Policemen's Bill of Rights" which provides as follows:-

- A. Whenever a police officer is a suspect in any criminal or departmental matter and is being questioned concerning the same, he must be informed of the name, rank and command of each person present while he is being questioned.

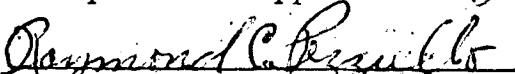
- B. No threats, promises or coercion may be used at any time during the interrogation of a police officer while he is suspect in a criminal or departmental matter.
- C. When interrogating any police officer who is a suspect in a criminal or departmental matter, said interrogation may, at the request of the police officer, be recorded either mechanically or by departmental stenographer and a copy thereof shall be furnished to such police officer upon his request.
- D. If a police officer is under arrest or likely to be arrested or a suspect in a criminal investigation, he shall be afforded the same constitutional rights as are accorded to a civilian, including but not limited to, the right to counsel and the right to remain silent and shall be notified of these rights before any questioning commences.
- E. When any police officer has been charged with any violation of departmental regulations, no public statement shall be made concerning the violation, or the alleged violation.
- F. No police officer shall be compelled to speak to or testify before, or be questioned by any non-governmental agency.

If the foregoing is in accordance with your understanding, please sign a copy of the enclosed letter at the place provided below.

Very truly yours,


Joseph A. Doorley, Jr., Mayor

Accepted and approved:


Raymond C. Pezzullo, President

Providence Lodge No. 3, Fraternal Order of Police