

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 688

Approved November 9, 1965

WHEREAS, abutting each side of the Bath street pumping station of the Water Supply Board is a vacant lot, and

WHEREAS, the immediate area wherein which these same lots are located there is need for a neighborhood recreational facility.

NOW THEREFORE BE IT RESOLVED, That the Water Supply Board is requested to ^{permit} convey to the Department of Recreation ^{to use the} ~~the~~ subject lots so that the same may be developed and maintained as a neighborhood "Tot Park".

v.v. *v.v.*

IN CITY COUNCIL

NOV 4 - 1965

READ and PASSED

[Signature]
ACTING President
[Signature]
Clerk

APPROVED

NOV 9 1965

[Signature]
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

OCT 7 - 1965

FIRST READING
REFERRED TO COMMITTEE ON
Public Works and Planning
Robert H. Johnson, Chairman
Vincent Lopez, Clerk

Mr. President Boyle and Mr. Barrett

THE CITY OF PROVIDENCE
Office of the City Clerk

MEMORANDUM

Providence, R. I., Oct. 7, 1965

TO: John A. Doherty, Chairman, Water Supply Board

SUBJECT: VACANT LOTS ABUTTING BATH STREET PUMPING STATION

CONSIDERED BY: Committee on Urban Redevelopment, Renewal and Planning

ACTION TAKEN: Attached is copy of Resolution on above subject.

Will you kindly present the Committee with the feeling of your Board on the above subject.

Vernon Vespa
City Clerk

THE CITY OF PROVIDENCE

WATER SUPPLY BOARD

JOHN A. DOHERTY, CHAIRMAN
EARL H. ASHLEY
UGO RICCIO
JOHN J. TIERNEY
DAVID R. MCGOVERN, EX-OFFICIO

552 ACADEMY AVENUE
PROVIDENCE 8, R. I.

PHILIP J. HOLTON, JR.
CHIEF ENGINEER
WILLIAM I. McDONALD
DEPUTY CHIEF ENGINEER
JOHN T. WALSH, LEGAL ADVISOR
JOHN J. DEARY, SECRETARY

October 25, 1965

Councilman Edward J. Loughran, Chairman
Committee on Urban Redevelopment,
Renewal and Planning
City Clerk's Office, City Hall
Providence, Rhode Island

Dear Councilman Loughran:

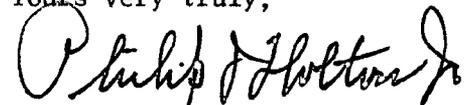
Recently we received an official memorandum from the Office of the City Clerk requesting the Water Supply Board to convey property at our Bath Street Pumping Station to the Department of Recreation.

At the time the Bath Street Station was built in 1927, the Water Department purchased three lots on Bath Street and located the pumping station on the center lot. The purpose in obtaining the three lots was to provide for future expansion and with the growth of the system, which has increased 250% since 1927, there is every possibility that these spare lots will eventually be used to expand the station facilities.

However, in the meantime we do not object to the Recreation Department using these on a temporary basis and we will be glad to underwrite the expense of moving our fence line to restrict our activities for the present to the center lot leaving the lots on both sides for recreational purposes. We would so arrange the location of the fence in the rear of the property to provide a passageway from one area to the other to avoid forcing the children to go out on the public sidewalk to reach the different areas of play activity.

I have already gone over this area with Council President Boyle and will be willing to assist the Committee in every way possible in this program.

Yours very truly,



Philip J. Holton, Jr.
Chief Engineer

PJH: kam

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 689

Approved November 9, 1965

RESOLVED, That His Honor the Mayor be and he hereby is authorized to enter into an agreement with Pavers and Rammers Local Union 1033, Providence, Rhode Island of the International Hod Carriers' Building & Common Laborers' Union of America in accordance with the accompanying memorandum of Agreement, and his Honor the Mayor is authorized to sign said agreement for and on behalf of the City of Providence.

IN CITY COUNCIL

NOV 4 - 1965

READ and PASSED

[Signature]
- ACTING President
[Signature]
Clerk

APPROVED

NOV 9 1965

[Signature]
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

OCT 7 - 1965

FIRST READING,
REFERRED TO COMMITTEE ON
Englewood, Hillcrest
Business Building, CLERK

Mr. McArthur, by request

A G R E E M E N T

This agreement entered into this day
of , A. D. 1965 by and between the city of
Providence, hereinafter called the "City" and Pavers and
Rammers' Local Union 1033, Providence, Rhode Island of the
International Hod Carriers' Building & Common Laborers' Union
of America, hereinafter called the "union":

PREAMBLE

This agreement is entered into a facilitate the
adjustment of grievances and to establish necessary procedure
for the amicable adjustment of all disputes which may arise
between City of Providence and the union.

DECLARATION OF PRINCIPLES

There shall be no discrimination against any
employee by reason of membership in the union, race, creed,
color or national origin.

ARTICLE I

Union Recognition

Section 1. The City agrees to recognize Pavers
and Rammers' Local Union 1033, Providence, Rhode Island of
the International Hod Carriers' Building & Common Laborers'
Union of America as the sole and exclusive bargaining agent
for any of its members employed as curb setters, cement
finishers, asphalt rakers, cement pavers, operators of
rolling and hoisting equipment and machinery used in connection
with curbsetting and paving of sidewalks, highways and streets,
including any of its members employed by the City of
Providence.

ARTICLE II

Seniority

The City recognizes that length of service within the bargaining unit should be given consideration in advancing employees to better paying work and will give such consideration in all cases of advancement.

Therefore, seniority shall prevail whenever there is advancement, promotion or transfer, lay-off or rehiring within the bargaining unit provided the employee can meet the following qualifications:

a) Knowledge, training, ability, skill and efficiency.

b) Character and personality whenever the duties include contact with the general public.

c) Physical condition and general health.

When two or more employees are - in the judgement of the City - substantially equal as regards qualifications "a)", "b)" and "c)" above, the one having the longest term of continuous service in the employ of the City shall be advanced to fill the opening. It is mutually understood and agreed that because of the necessity to install and maintain efficient operating and production practices, the City shall be the judge of an employee's qualifications for assignment to any job, but the Union shall not be precluded from taking a dispute through the grievance procedure of the union in the event it alleges that the seniority of any employee has not been accorded proper consideration in all the circumstances of the case.

In determining length of service after seniority has been established absence from the City's service due to lay-off for less than six months shall be disregarded from

total length of service and over one year shall forfeit all claims to seniority previously established.

Employees discharged or voluntarily leaving the City's service shall lose all seniority. The only exception to this method will be -

- a) A leave of absence signed by the Director of Personnel.
- b) Authorizes sick leave.
- c) Service in the Armed Forces of the United States in time of war or when such service is the result of a Selective Service Act.

ARTICLE III

Vacations

Section 1. The vacation time of employees subject to this agreement shall be approved by the Director of the Public Works Department. Employees with seniority will be given preference in vacation time subject, however, to the needs of the Department. Employees desiring a vacation at a time other than the designated or posted vacation time may apply in writing to the Director of the Public Works Department not later than two weeks prior to the designated or posted vacation time. The Director will grant the application if the needs of the department in the judgment of the Director will permit.

Section 2. Whenever a holiday falls during the employee's vacation time, an additional day shall be added to the employee's vacation.

ARTICLE IV

Wages - Hours

Section 1. The hours of work, rates of pay, call-in time, overtime and the distribution thereof shall

continue for the life of this agreement in accordance with the personnel policy and practices of the City of Providence which have been or shall be established by ordinance, statute or regulation.

ARTICLE V
Grievance Procedure

Section 1. There shall be a union grievance committee composed of not more than three employees within the bargaining unit who shall be designated by the union to process differences that may arise between the parties in the manner hereinafter provided.

a) The employee involved will first take up the difference - with or without a member of the union grievance committee - with the immediate superior.

An answer will be given by the immediate superior as soon as possible but not later than two working days.

b) If the difference is not settled it shall be reduced to writing and presented by the Union grievance committee or a member thereof so the Director of the Public Works Department who shall note his decision in writing on the said complaint within forty - eight hours unless a reasonable extension of time is mutually agreeable.

c) If the difference is not adjusted and it is considered justifiable by the union, it may be presented by the union within five days from the receipt of the decision of the Director of Public Works to the Personnel Director.

A company grievance or complaint, i.e. a grievance or complaint of a supervisor or director may be taken up with any proper representative of the International Union which hereby agrees to take prompt action concerning any such grievance or complaint.

If any difference, grievance or complaint presented in this step is not adjusted within five days, the union or the City - whichever is the aggrieved party - shall notify the other in writing of its desire to refer the matter to a meeting of the Mayor and a Representative of the union.

Section 2. Members of the union grievance committee shall be granted time to investigate and process grievances during working hours without loss of pay.

ARTICLE VI

Renewal - Termination

This agreement shall become effective as of the date first written and shall remain in full force and effect for one year and from year to year thereafter unless either party shall give written notice to the other party at least thirty days prior to the anniversary date in any year that amendment, modification or termination of this agreement is desired.

City of Providence

By _____

Pavers and Hammer' Local Union 1033
of the International Hod Carriers'
Building & Common Laborers Union of
America.

By _____

A G R E E M E N T

by and between

City of Providence

and

Pavers and Rammers' Local Union 1033
of the International Hod Carriers'
Building & Common Laborers Union of
America.

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 690

Approved November 9, 1965

RESOLVED, That His Honor the Mayor is authorized to enter into an agreement with Providence Lodge #3 of the Fraternal Order of Police, in accordance with the accompanying agreement and His Honor the Mayor is authorized to sign said agreement for and on behalf of the City.

IN CITY COUNCIL

NOV 4 - 1965

READ and PASSED

[Signature]
.....
ACTING President
[Signature]
.....
Clerk

APPROVED

NOV 9 1965

[Signature]
.....
MAYOR

RESOLUTION
OF THE
CITY COUNCIL

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 day of _____ A.D., 1965, 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 patrolmen 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 Patrolmen 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 City of Providence agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or legitimate activities 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.

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.

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 employees 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.

ARTICLE IV.

Section 1. VACANCIES - PATROLMEN'S RANKS

As far as possible, the Police Department shall continue to anticipate and plan for filling vacancies in the rank of Patrolman, as now covered by Ordinance and Department Orders.

Section 2. VACANCIES - OFFICERS' RANKS

As far as possible, the Police Department shall continue to anticipate and plan for filling vacancies in the officers' ranks as such ranks are or may be established by Ordinance, and shall have a promotion list available. The Police Department shall make promotions as soon as practicable after a 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.

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

Transfers to different divisions within the Police Department shall be made by the Chief of the Department subject to the approval of the Commissioner of Public Safety.

ARTICLE VI.

Section 1. HOURS

The regular work week for all employees of the Providence Police Department covered by this Agreement, shall be forty (40) hours to be worked in five (5) eight (8) hour tours of duty, excluding one-half (1/2) hour for lunch on each tour of duty.

The hours of an employees 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 effect 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

Except for employees in the Detective Division and "C" Squad, all employees who work in excess of their eight (8) hour tour of duty and their one-half (1/2) hour for lunch on any work day or night shall be compensated for any hour worked in excess thereof at the rate of straight time pay. It is further agreed that one full hours pay, at the rate of straight time pay shall be paid for any time worked in any hour after completion of the regular eight (8) hour tour of duty and the one-half (1/2) hour lunch period.

All employees in the Detective Division and "C" Squad shall be paid additional compensation equal to eight (8%) per cent of their basic weekly salary in lieu of the overtime and Call Back pay provision contained in this Agreement.

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 the rate set forth in Section 2 hereof.

Section 4. SUBSTITUTIONS

A. The Police Department will, on a voluntary basis, during the term of this Agreement, undertake to institute a

program of substitution, provided, the Chief of the Department approves of the reason for the substitution and the employee; provided, however, that this provision shall in no way be construed as a recognition of free substitution by the City of Providence.

H. 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.

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.

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. PAID HOLIDAYS

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

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

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 clothing allowance for all members of the Providence Police Department, except motorcycle personnel, shall be One Hundred Five (\$105.00) Dollars per year. The clothing allowance for all motorcycle employees shall be One Hundred Fifty-Five (\$155.00) Dollars per year.

The City shall continue to replace and repair clothing and other personal property normally worn by employees in their regular duties when the same are destroyed or damaged in the course of said employee's duties.

ARTICLE IX.

Section 1. SICK LEAVE

Sick leave shall be granted at the rate of fifteen (15) days per year, cumulative to ninety (90) 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' service or more within the Police 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 calendar year. (Employees may be required to sign an affidavit stating there is no possible way to make 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 or sister or other members of the immediate household provided that in such cases the leave shall not extend more than one 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).

(F) Sick leave may be taken without a doctor's certificate for two (2) days but any employee on sick leave may be examined

at any time by a doctor selected by the Chief or acting Chief of the Department.

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.

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. 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 and to select a new 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.

(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 attend 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 53. 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 I.

Section 7. 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 has been exposed to said disease in the line of duty.

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 for the fiscal year beginning October 1, 1965 shall be:

	<u>Weekly</u>	<u>Yearly</u>
Patrolman (probationary)	\$ 98.81	\$5138.12
Patrolman (one year's service)	101.30	5267.60
Patrolman (18 months' service)	103.86	5400.72
Patrolman (3 years' service)	106.58	5542.16
Sergeant	118.20	6146.40
Lieutenant	129.99	6759.48
Captain	144.15	7495.80

All employees in the Detective Division and "C" Squad shall receive in addition to the above wages, the eight (8%) percent additional compensation provided for in Article VI, Section

2 of this Agreement.

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 and conditions of employment arising under this contract or in connection with the interpretation thereof, shall be handled in accordance with the following grievance 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 procedure. 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 for his consideration, and shall be advisory in nature.

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

ARTICLE XIV.

Section 1. BLUE CROSS AND PHYSICIAN'S 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.

ARTICLE XV.

Section 1. SENIORITY FROM NIGHTS TO DAYS

At the discretion of the Chief of the Department under normal conditions, there shall be seniority as follows:

1. In the event of a vacancy in the day motorcycle ranks, the employee with the greatest seniority in the night motorcycle ranks shall be entitled to fill the day vacancy.

2. In the event of a vacancy in the day patrol ranks, the employee with the greatest seniority in the day foot traffic division

or night patrol, shall be entitled to fill the vacancy in the day patrol ranks.

3. In the event of a vacancy in the day foot traffic ranks, the employee with the greatest seniority in the night patrol ranks, shall be entitled to fill the day foot traffic vacancy.

4. No employee, even though he may have the greatest seniority, shall be compelled to fill any vacancy, but rather, the choice to fill said vacancy shall be optional with any employee.

5. In the case of any employee who has been skipped over in accordance with the above for a period in excess of six (6) months shall have the right to have his case reviewed by the Commissioner of Public Safety and at such hearing shall be entitled to be heard personally and to be represented by counsel if he so desires. The Commissioner upon review of said employee's case shall notify both the Chief of the Department and the employee of his decision.

ARTICLE XVI.

Section 1. PENALTY HOURS

No extra hours imposed by any Commander, by the Chief of the Police Department, or by the Trial Board, shall be worked on the employee's day off.

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 numbers of hours which they have spent on Court time appearance.

All employees who are required to attend Court on short days off and who are in attendance for five (5) 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

1. All employees covered by this Agreement who are required to report for a private detail, shall be guaranteed at least a minimum of four (4) hours pay at the rate of Three and 25/100 (\$3.25) Dollars per hour for patrolmen and Three and 75/100 (\$3.75) Dollars per hour for Sergeants and shall be further compensated at the rate of Three and 75/100 (\$3.75) per hour for patrolmen and Four and 75/100 (\$4.75) Dollars per hour for Sergeants for each hour worked after four (4) hours.

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

3. Private details on Thanksgiving Day, Christmas Day, New Year's Eve and New Year's Day, shall be compensated at the rate of Six and 25/100 (\$6.25) Dollars per hour for patrolmen and Seven (\$7.00) Dollars per hour for Sergeants.

4. 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.

5. 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 list without his consent.

6. 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.

7. For every three (3) men detail there shall be a Sergeant.

8. All paid details requiring a plain clothes man shall be filled from members of either the Detective Division or the "C" Squad.

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. Any employee engaging in any work stoppage, slowdown or strike, shall be subject to immediate dismissal by the City of Providence without any right to any of the benefits provided for under this Agreement.

ARTICLE XX.

Section 1. DURATION OF AGREEMENT

This Agreement shall be for the term beginning October 1, 1965 and ending on September 30, 1966.

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 Serafino F. Raponi, its President, thereunto duly authorized as of the day and year first above written.

In the presence of:

CITY OF PROVIDENCE

By _____

Mayor

PROVIDENCE LODGE NO. 3
FRATERNAL ORDER OF POLICE

By _____

President

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 691

Approved November 9, 1965

RESOLVED,

That the accompanying petition of Albert D'Amico, Jr., of 29 Huxley Avenue, Providence, Rhode Island, for appointment as an Auctioneer, having been certified as a qualified elector of the City of Providence, by a member of the Board of Canvassers and Registration as of October 14, 1965, is granted for the remainder of the term ending on the first Monday in January 1967.

IN CITY COUNCIL

NOV 4 - 1965

READ and PASSED

[Signature]
ACTING President
[Signature]
Clerk

APPROVED

NOV 9 1965

[Signature]
MAYOR

CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PETITION TO THE CITY COUNCIL

TO THE HONORABLE CITY COUNCIL OF THE CITY OF PROVIDENCE:

The undersigned respectfully petitions your honorable body that he be appointed as an Auctioneer in the City of Providence for the term ending on the First Monday in January 1967, and hereby declares that he is a qualified elector in the City of Providence,

Signature* Albert D'Amico Jr.

Residence 29 Huxley Ave

Date of Birth April 6, 1909

Business Address 447 Smith St

*Signature must correspond with the records of the Board of Canvassers and Registration of the City of Providence, Rhode Island.

This is to certify that the subject petitioner is a qualified elector of the City of Providence, Rhode Island as of

Oct 14 1965 John Ferreira
John Ferreira
Board of Canvassers and Registration

IN CITY COUNCIL
NOV 4 - 1965

READ AND GRANTED

Vincent Vespa
CLERK

**IN CITY
COUNCIL**

OCT 21 1965

FIRST READING
REFERRED TO COMMITTEE ON

Deacons

Univert Peoples, CLERK

Mr Meason, by request

FILED

OCT 14 4 38 PM '65

DEPT. OF CITY CLERK
PROVIDENCE, R. I.

CITY OF PROVIDENCE
Department of City Clerk

MEMORANDUM

Providence, R. I., Oct. 25, 1965

TO: Col. Howard A. Franklin, Chief of Police

SUBJECT: ALBERT D'AMICO

CONSIDERED BY: Committee on Licenses

DISPOSITION: Will you kindly inform if there is any
record on one Albert D'Amico, Jr., 29
Huxley Avenue, Date of Birth April 6, 1909.

Vincent Vespa

City Clerk

PROVIDENCE POLICE DEPARTMENT
HEADQUARTERS

209 FOUNTAIN ST. PROVIDENCE 3, R. I.

Colonel Howard A. Franklin

CHIEF OF POLICE

October 28, 1965

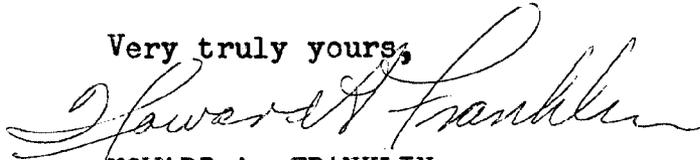
Mr. Vincent Vespia
City Clerk
City Hall
Providence, R. I.

Dear Sir:

This is to acknowledge your memorandum of October 25, 1965
in reference to Albert D'Amico, Jr., 29 Huxley Avenue.

A check of the files of the Bureau of Criminal Identifica-
tion of this department revealed no criminal record on the
above named subject.

Very truly yours,



HOWARD A. FRANKLIN
Colonel
Chief of Police

HAF:dm