

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 589

Approved December 11, 1989

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement and related Memorandum of Agreement by and between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police, for the term beginning July 1, 1989 and ending June 30, 1991, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL

DEC 7 1989

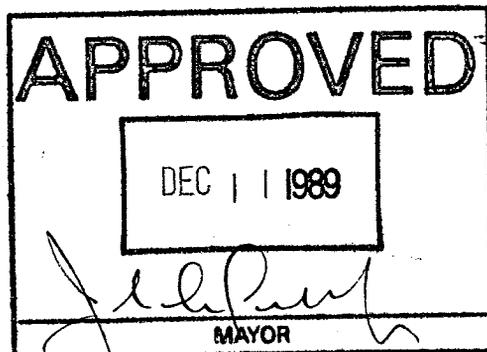
READ AND PASSED

Michael W. Epton

PRES.

Steve Mendonca

CLERK



IN CITY COUNCIL
NOV 16 1989
FIRST READING
REFERRED TO COMMITTEE ON

FINANCE

THE COMMITTEE ON
FINANCE

Approves Passage of
The Within Resolution

Rose M. Mendonca
Clerk Chairman

November 30, 1989

Councilman Glavin, Councilman Dutton & Councilwoman Longali (By Request)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 12th day of December, 1989, by and between Providence Lodge #3 Fraternal Order of Police (hereinafter "FOP Lodge #3") and the City of Providence (hereinafter "City").

WHEREAS, FOP Lodge #3 and the City have this date executed a collective bargaining agreement to be effective from July 1, 1989 through June 30, 1991, and

WHEREAS, in negotiations on said collective bargaining agreement, FOP Lodge #3 proposed modifications in the provisions of the City of Providence Retirement Act, (P.L. 1923, Chapter 489, as amended), as they apply to members of the Police Department of the City, and

WHEREAS, FOP Lodge #3 and the City acknowledge and agree that the Rhode Island General Assembly has the authority to amend the provisions of said Act as it applies to members of the Police Department and enable the City to modify the pension system established thereby, as opposed to that authority being within the exclusive jurisdiction of the Providence City Council in respect to non-public safety employees, and

WHEREAS, the City has agreed, consistent with the aforesaid authority of the Rhode Island General Assembly, to seek a legislative enactment by the Rhode Island General Assembly which would provide for certain modifications in said Act as it applies to members of the Police Department, which said modifications are specified hereinbelow,

The Parties hereto agree as follows:

1. The City shall seek a legislative enactment by the Rhode Island General Assembly whereby the City of Providence Retirement System as it applies to members of the Police Department of the City would be modified to provide for the following:

(a) In lieu of the current 3% non-compounded cost-of-living adjustment, a 3 1/2% compounded cost-of-living adjustment for members of the Police Department of the City who retire on or after July 1, 1989; a 4 1/2% compounded cost-of-living adjustment for members of the Police Department of the City who retire on or after July 1, 1990; and a 5% compounded cost-of-living adjustment for members of the Police Department of the City who retire on or after June 30, 1991, and

(b) Effective July 1, 1989, the percentage contribution required of members of the Police Department of the City shall be increased by three-quarters of 1%, and effective July 1, 1990, an additional three-quarters of 1%."

2. The City shall comply with the foregoing in the following manner:

(a) The City shall, at the earliest practical date, enact an ordinance under which the City shall adopt all of the current provisions of the said Retirement Act.

(b) The City shall, on or before January 15, 1990 caused to be introduced legislation by the Rhode Island General Assembly in the form attached hereto as Exhibit "A", whereby the Providence City Council would be given the authority to

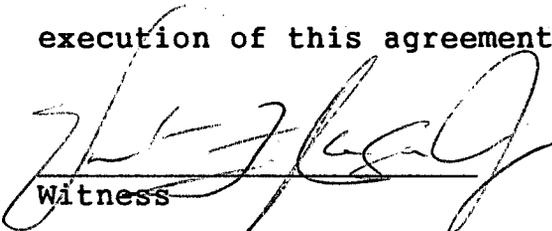
modify the City pension system contained in the said Act to the specific extent set forth in Paragraph 1 above.

3. Upon the passage of said legislation, and within 90 days thereafter the ordinance referred to above shall be amended in a manner not inconsistent with Section 1 above.

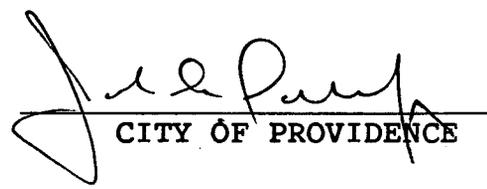
4. Pending the granting of said legislative approval, and effective this date, the additional contributions required of members of the Police Department shall commence to be withheld retroactive to July 1, 1989 in the same manner as are the contributions required under the current Act.

5. FOP Lodge No. 3 and the City agree to cooperate in a harmonious manner in seeking the legislative authority referred to hereinabove, without any modification whatsoever with respect to the nature and/or amount of the modifications referred to hereinabove, or with respect to the identity of individuals to whom said modifications would apply.

6. In the event that the General Assembly fails to enact legislation consistent with Exhibit A by the end of the January, 1990 session of the General Assembly, the collective bargaining agreement executed this day between the parties shall be considered to be null and void, and the parties shall have the same rights as were in existence on the date of the execution of this agreement.


Witness


Witness


CITY OF PROVIDENCE


PROVIDENCE LODGE # #
FRATERNAL ORDER OF POLICE

EXHIBIT "A"

AN ACT authorizing the City of Providence to modify the Employees' Retirement System of the City of Providence as it relates to members of the Fire Department.

It is enacted by the General Assembly as follows:

Section 1. The City of Providence is hereby authorized and empowered to modify the employees' retirement system of the City of Providence which was originally established by P.L. 1923, Chapter 489, entitled "An Act to Provide for the Retirement of Employees of the City of Providence", as it applies to members of the Fire Department of the City of Providence, to provide for the following:

(a) In lieu of the current 3% non-compounded cost-of-living adjustment, a 3 1/2% compounded cost-of-living adjustment for members of the Fire Department who retire(d) after July 1, 1989, a 4 1/2% compounded cost-of-living adjustment for members of the Fire Department who retire(d) on or after July 1, 1990, and a 5% compounded cost-of-living adjustment for members of the Fire Department who retire(d) on or after June 30, 1991, and

(b) Effective July 1, 1989, the percentage contribution required of members of the Fire Department immediately prior to said date shall be increased by three-quarters of 1%, and effective July 1, 1990, an additional three-quarters of 1%.

2. This Act shall take effect upon its passage.



Department of Administration

"Building Pride In Providence"

JOSEPH R. PAOLINO, JR.
MAYOR

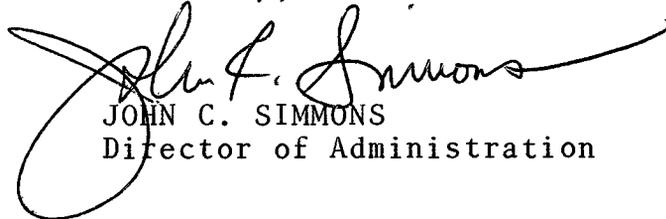
November 30, 1989

The Honorable David Dillon
Providence City Council
City Hall
Providence, RI 02903

Dear Councilman Dillon:

Enclosed please find a fiscal impact of the proposed contract between the city and local Providence Lodge #3, of the Fraternal of Police which is currently before the Providence City Council for ratification.

Sincerely,



JOHN C. SIMMONS
Director of Administration

Enclosure

1989-1991 CONTRACT

	<u>POLICE</u>
1% of Payroll	130,000
<u>1st Year</u>	<u>%</u>
Wage (520,000)	4.00
Pension 3 1/2 July (292,000)	2.25
Sgt. & Lt. (13.00)	
Detectives (1 1/2) (\$87,000)	<u>.67</u>
	6.92
<u>\$899,000</u>	
<u>2nd Year</u>	<u>%</u>
Wage (540,800)	4.00
Pension 4 1/2 - 5 (309,000)	2.38
Sgt. & Lt. (13.00)	
Detectives (1 1/2) (87,000)	<u>.67</u>
	7.05
<u>\$936,800</u>	
TOTAL	13.97
<u>\$1,835,800</u>	

1989 - 1991

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF PROVIDENCE

AND

PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE

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AGREEMENT

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, 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 as of the 1st day of July, 1989, by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE (hereinafter called "Providence Lodge #3").

PREAMBLE

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Police Departments", the City recognizes that the full time policemen of the City have the statutory right to bargain collectively with the City 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 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, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter, 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 recognizes Providence Lodge #3, as the exclusive bargaining agent for, and this agreement shall apply only to, all full time police officers from the rank of Patrol Officer up to and including the rank of Captain, excluding all other individuals who are employed by the City, 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 and the rights of the members of the bargaining unit under this agreement shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions arising under this agreement.

The term "Patrol Officer" as used in this agreement shall mean any Police Officer holding the rank of Patrolman.

Section 2 - EMPLOYMENT SECURITY

The parties to this Agreement will not discriminate in any way against any member of the bargaining unit for membership

in, or for legitimate union activities on behalf of, Providence Lodge #3 or for non-membership in Providence Lodge #3.

Section 3 - DUES DEDUCTION

The City shall deduct Providence Lodge #3 dues upon receipt of authorization of members of Providence Lodge #3 who sign lawful deduction form cards to be supplied by the Lodge. The City shall forward to the Financial Secretary of Providence Lodge #3 such deductions each week following the week of deduction.

Providence Lodge #3 shall indemnify and hold harmless the City for any and all claims, liabilities, and damages incurred by the City as a result of the City's compliance with this section.

Section 4 - TIME OFF FOR BARGAINING

Members of the bargaining unit, up to a maximum of five (5), who are either officers of Providence Lodge #3, or members of its negotiating committee, shall be allowed time off with pay for official Lodge business in negotiations and/or conferences with the City Administration conducted during their working hours 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 five (5) members, and provided further that the foregoing shall not apply to grievance arbitration proceedings.

If a member of the bargaining unit who is a member of the Lodge's negotiating committee is on a "short day" off and said member is required to attend negotiations and/or meetings with

the City Administration, he shall not be required to report for work on said date.

Section 5 - TIME OFF FOR FRATERNAL ORDER OF POLICE BUSINESS

All members of the bargaining unit who are members of the Board of Directors of Providence Lodge #3 and who are on the "out first" night relief shall be allowed a leave of absence, with pay for all regular and special meetings of the Board of Directors of Providence Lodge #3 and all regular and special meetings of Providence Lodge #3. The five additional members of Providence Lodge #3 who are "out first" will be permitted to attend regular meetings of Providence Lodge #3 during their lunch hours (between 8:00 p.m. and 9:00 p.m.). A list of those members to be released shall be furnished to the Chief or his designee who shall have the power to withhold permission for attendance in case of emergency.

Members of the bargaining unit who are members of the Executive Board of Providence Lodge #3 or who are the holders of either State or National offices of the Fraternal Order of Police [not to exceed five (5)] shall be allowed time off, without loss of pay, for their attendance at and travel to and from State or National meetings of the Fraternal Order of Police, not to exceed eight (8) days. The Chief of the department may, in his discretion, permit additional members to attend said meetings.

There shall be no requirement on the part of any member to make up any time so granted above.

Section 6 - UNION SECURITY

All members of the bargaining unit shall have the right to join or refrain from joining Providence Lodge #3. Any member who chooses not to join Providence Lodge #3 (except those persons who are not members of Providence Lodge #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 the Providence Lodge #3, an amount of money equal to the initiation fee uniformly required for membership in Providence Lodge #3, and a weekly service fee equal to the weekly dues charged members of Providence Lodge #3 to defray the costs in connection with Providence Lodge #3's legal obligations and responsibilities as the exclusive bargaining agent of the members of the bargaining unit.

In addition, any member of the bargaining unit who chooses not to join Providence Lodge #3 (except those persons who are not members of Providence Lodge #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 #3 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 persons who are members of Providence Lodge #3.

Other than the payment of the fees above referred to, those members of the bargaining unit who do not choose to join Providence Lodge #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 members of the bargaining unit 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.

Providence Lodge #3 shall indemnify and hold harmless the City for any and all claims, liabilities, and damages incurred by the City as a result of the City's compliance with this section.

Section 7 - UNION REPRESENTATION

Any member of the bargaining unit shall, if he desires, be represented by a member of the Board of Directors of Providence Lodge #3 when appearing before the Commissioner of Public Safety, the Chief of the Department, or any Major or any supervisor reporting directly to the Chief of the Department, to answer charges that he has violated any rules and regulations of the department or any of the terms and conditions of this agreement.

ARTICLE II

Section 1 - MANAGEMENT RIGHTS

The City shall retain the right to issue, through the Commissioner of Public Safety or his designee, Rules and Regulations governing the conduct of the Police Department; provided however, that no rule, regulation, general or special order shall abridge or supersede the provisions of this Agreement, nor shall said rule, regulation or special order violate any city, state or federal law. The President of the Union or his designee will be given at least seventy-two (72) hours written notice of the issuance of any General Order affecting personnel or effecting changes in established personnel rules and regulations. During such period, the Chief of the Department and/or his designee will be available upon request by the Union for discussion of such General Orders.

Section 2 - PENALTIES

Extra duty hours imposed by the Chief of the Department shall in no event or case be in excess of twenty-four (24) hours. No such extra hours shall be worked on the member's day off without his consent. The member shall have the option of being suspended without pay for an equivalent number of hours.

Section 3 - MINIMUM MANNING

The parties agree that it is in their best interest to have a minimum number of patrol officers actually on duty to cover car posts within the City for each tour of duty. The parties further agree that in order to achieve that goal, it may be necessary to "call back" patrol officers in order to satisfy

the minimum levels established herein. In that context, the following is a schedule for the minimum number of patrol officers required to actually be on the street during the following time periods:

Time Periods	Number of Patrol Officers
8 a.m. - 4 p.m.	18
4 p.m. - 8 p.m.	20
8 p.m. - 12 a.m.	27
12 a.m. - 4 a.m.	27
4 a.m. - 8 a.m.	18

Whenever the level of manpower falls below that established above, the City shall be required to call back a sufficient number of patrol officers to satisfy the minimum manning levels as set forth above.

The City shall specifically earmark the sum of \$100,000 in its police budget for the purposes of complying with this section. Said monies shall be referred to as the Minimum Manning Budget. Said Minimum Manning Budget shall not be used for any other reason whatsoever and shall be in addition to the usual Overtime Budget that has heretofore been submitted as part of the usual police budget. Each month the City shall prepare a report and submit said report to Providence Lodge #3 which report shall indicate the breakdown of the number of men called back, the dates of said call back, the number of hours worked, the monies expended, and the balance of said Minimum Manning Budget.

If and when the \$100,000 budget is exhausted, the City shall have no further obligation under this section.

It is intended that said call back will be done on a rotating basis from those members assigned to the Patrol Bureau and that each patrol officer will have an equal opportunity (as far as practicable) for said call back.

In the event that it becomes necessary to call back patrol officers to satisfy the minimum manning levels set forth above, and if the City does not have the full complement of police officers as budgeted for, then to the extent that the City does not have said full complement on the payroll, any monies used for call back shall not be charged against the Minimum Manning Budget. By way of example, if the City shall have budgeted for 410 police officers and has only 405 police officers on the payroll, and it becomes necessary to call back seven (7) men on a particular tour of duty to satisfy the minimum manning requirements set forth above, then only 2 of those police officers called back shall be charged against the Minimum Manning Budget.

The City still retains the right to call back as many officers as it desires; however, any number of police officers called back in excess of those set forth above shall not be charged against the Minimum Manning Budget.

Any person who is out under the provisions of Article IX Section 2(A) shall not be eligible for call back under this provision for seven (7) days following his return to duty.

ARTICLE III

Section 1 - SENIORITY

Definitions:

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

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

If Department and/or Rank Seniority is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said member's continuous service, provided, that such service shall not be considered as continuous service if such member re-enlists or continues his military service after the time of his original service period.

In those cases where one or more members are appointed to duty by the same general order, then seniority among said individuals shall be determined by the highest score using the criteria of the training academy ranking.

Department and rank seniority shall be terminated when a member of the bargaining unit is dismissed for proper cause, voluntarily terminates his employment, or is laid off for more than three (3) years.

Seniority shall not accumulate during any period of suspension following a guilty verdict, guilty

plea, or during any suspension which is part of a plea bargain agreement. However, if a guilty verdict is reversed on appeal, the member's lost seniority shall be restored. The provisions of this paragraph shall not be deemed to supersede the authority of the Hearing Board under the Law Enforcement Officers' Bill of Rights or the courts.

Seniority lists of various positions of the police department shall be posted by the police department semi-annually by Bureau and by Division and shall be posted in each division, central station and each sub-district. A copy shall be supplied to the F. O. P.

Section 2 - ACCUMULATION OF SENIORITY

Department and/or Rank Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave, for a period of one (1) year.

Section 3 - LAYOFFS

In the event it becomes necessary for the City to lay off members of the bargaining unit those members with the least amount of seniority shall be laid off first. For purposes of computing seniority for this section, it shall be based solely upon the length of employment as a policeman without regard to the member's rank, position or the fact that the member has received a salary, or any part thereof under any

Federal or State Program. Prior service with the City in some other department shall not be considered in determining the member's seniority within the Police Department. The last laid off member shall be the first to be rehired.

Section 4 - SENIORITY RIGHTS

The City recognizes the desirability of having the more senior members of the bargaining unit within the Patrol Bureau not be assigned to walking posts. With this thought in mind, it is the intent of the Police Department that wherever practicable, the junior members on any tour of duty shall be assigned to walking posts. This will not prevent the Police Department from maintaining a list of volunteers who desire walking posts and shall have no application to the Traffic Bureau.

The City also recognizes the desirability of not having those members of the bargaining unit within the Patrol Bureau below the rank of sergeant who are assigned to steady car posts be assigned to so-called inside duty within the Patrol Bureau. With this thought in mind it is the intent of the Police Department that wherever practicable, such members who have steady car posts shall not be assigned inside duty within the Patrol Bureau. This will not prevent the Police Department from maintaining a list of volunteers who desire inside duty within the Patrol Bureau.

The president of Providence Lodge #3 may if he deems it necessary, complain to the Chief of the department that the intent expressed by this section is not being implemented by the City.

Section 5 - SENIORITY RIGHTS FOR BEATS AND POSTS

Members of the bargaining unit assigned to the Patrol Bureau, with more than one (1) year department seniority shall have seniority rights with respect to beats or posts within the Patrol Bureau. All bids shall be posted on the bulletin board for six (6) days. Personnel interested in the vacant position will submit, in writing, their application for said vacant position to the commanding officer within five (5) days from the last day the bid was posted.

Lateral transfers to the Youth Bureau and Detective Bureau shall be filled by rank seniority within the Investigative Division provided that this provision shall not apply to superior officers.

An officer whose bid has been accepted must remain on that beat or post for at least one (1) year before becoming eligible to bid for other vacant beats or posts.

In order to prevent a "domino" type effect when there is a vacancy in the Patrol Bureau, vacancies created by members exercising their rights under this section may be filled in the manner provided hereunder for a maximum of three beats and/or posts.

The seniority of a police officer for the purposes of this section shall be determined in accordance with rank seniority, provided that preference shall be given to members who are on the shift in which the vacancy is determined to exist.

Within thirty (30) days after the execution of this Agreement, the City shall furnish the bargaining unit and the Police Department a copy of the proposed seniority list, and the bargaining unit and/or the Police Department will have thirty (30) days in which to make any corrections or changes in said list; otherwise, after said thirty (30) day period the list shall be accepted as correct. After the order of seniority has been established, a permanent and up-to-date list shall be posted and maintained on a bulletin board at Police Headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The City also agrees to furnish to the bargaining unit an up-to-date seniority list, a copy of which is to be posted on said bulletin board.

Notwithstanding the foregoing, whenever a member of the bargaining unit shall be under investigation for a violation of the Rules and Regulations, which violation directly relates to his duties on his beat and post, then the Chief shall have the authority to transfer him to another beat and post until such time

that the investigation is complete (which investigation will be completed within a reasonable period of time) and/or until such time as a decision is made by the hearing board convened under the Law Enforcement Officers' Bill of Rights.

Section 6 - SENIOR SERGEANT

The Sergeant with the most seniority in the Patrol Bureau shall be given the first option to be assigned to the job of Day Desk Sergeant. Seniority for the purposes of this section shall be computed from the date of appointment to the rank of Sergeant.

A Sergeant with the most seniority may reject the position of Day Desk Sergeant at his discretion without the need of any explanation on his part. Further, in the event that he shall reject the position, it shall not be construed as a waiver of his seniority rights in any subsequent situations where seniority would prevail.

Section 7 - SENIORITY FROM NIGHTS TO DAYS

A. In the event of a vacancy in the day patrol or day foot traffic, the member 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 member with the greatest seniority in the night motorcycle ranks shall have

the right to fill said vacancy unless there be a member in the night patrol division who has greater seniority and has had prior motorcycle experience, in which case said member shall be entitled to fill said vacancy.

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

D. Vacancies shall be filled within five (5) days of the graduation of a recruit school, or no later than two weeks after the vacancy has occurred.

E. Nothing contained herein shall be construed to require a member with the most seniority to transfer from nights to days. Said member of the bargaining unit may reject the offer to transfer from nights to days at his own discretion without the need of any explanation on his part. In the event that said member shall reject the transfer from nights to days, it shall not be construed as a waiver of his right at a later date when another opening becomes available to make such a transfer.

ARTICLE IV

Section 1 - VACANCIES - PATROL OFFICERS' RANKS

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

Section 2 - VACANCIES - OFFICERS' RANKS

The City 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. Promotional lists will be used to fill all positions which the City determines to constitute a vacancy in the superior ranks, and the City will determine when said vacancies are to be filled; provided however, the "service date" requirement set forth in the Rules and Regulations shall date back to the fourteenth (14th) day following the day when the last individual was promoted from the promotional list involved.

Section 3 - PROMOTION PROCEDURES

Promotions to the rank of sergeant, lieutenant, and captain, and promotions to the position of detective patrolman shall be made from the ranks of the permanent Police Department on a competitive basis.

The procedures and requirements of this Article shall not apply to the promotion, transfer, or other placement of superior officers into or out of the investigative division, and any such personnel action shall be at the

sole discretion of the Chief of Police, provided however, that whatever rights individuals currently in such positions and individuals who are on promotional lists for such positions as of the effective date of this agreement were entitled to under the 1987-89 collective bargaining agreement shall be maintained and any such personnel action involving such individuals shall be subject to and in accordance with the applicable provisions of that agreement.

As necessary, the Police Department will advertise the fact that promotional examinations will be given for various promotional lists. The notice of promotional examinations will indicate to the applicants the sources of material for said examination. Said notice of posting shall also contain within it a cut-off date for applications and shall contain within it eligibility requirements for the various positions being advertised and also shall list the number of vacancies to be filled on said promotional examination list. The number of vacancies, however, shall be limited as follows: Sergeant - no more than 10; Lieutenant - no more than 5; Captain - no more than 3; and Detective Patrolman - no more than 10. After said posting, the number of vacancies to be filled shall not be increased or decreased.

Once the promotional application has expired, promotional examinations will be administered by the Providence Police Department.

A. Sergeant, Lieutenant, Detective Patrolman

This subsection A shall apply to promotions to the rank of sergeant and lieutenant and to promotions to the position of detective patrolman. The promotional examination for promotion to any such rank or position shall consist of the following parts:

(1) 85% of said promotional examinations shall consist of a written examination. Said written examination shall be administered by a university or college selected by the personnel director of the City of Providence. A member of the bargaining unit who is seeking promotion must receive a passing grade on the written portion of the examination in order to be eligible for the promotion he is seeking.

(2) 10% of said promotional examination shall consist of percentages being awarded for education and department seniority in accordance with the following schedule:

Bachelors Degree	5%	Over 15 yrs. Seniority	5%
Associates Degree	4%	13-15 yrs. Seniority	4%
31-45 credits	3%	10-13 yrs. Seniority	3%
16-30 credits	2%	7-10 yrs. Seniority	2%
Up to 15 credits	1%	4-7 yrs. Seniority	1%

With respect to educational points, a member of the bargaining unit must actually have either a bachelors degree or an associates degree issued by the educational institution; so-called "equivalency degrees" shall not be acceptable as degrees.

- (3) 5% of said promotional examination shall consist of so-called service points. Said service points are to be awarded by the Chief of Police in his sole discretion. The Chief of Police shall take into consideration in awarding these points the members' overall performance as a police officer including, but not limited to, letters of commendation, letters of merit, unused sick time, et cetera.

Prior to the written examination set forth in sub-paragraph (1) above, the Chief of Police shall deliver to the president of the F.O.P. a list of the members of the bargaining unit taking the promotional examination in question, along with said members' scores for the service points. Said list shall not be made public by the president of the F.O.P. until after the scores for the written examination are published..

Upon completion of the examination, a promotional list shall be prepared and posted within thirty (30) days after said examination results are received from the selected university or college wherein the highest ranking candidates necessary to fill the slots on the promotional list will be assigned to said list. The order of appearance shall be determined by a composite score based on the following points:

- (a) written examination - 85 points maximum;
- (b) education and seniority - 10 points maximum;
- (c) service points - 5 points maximum.

Should there be any tie on any promotional list, said tie shall be broken on the basis of department seniority. In addition, no vacancy which occurs on said promotional list shall be filled irrespective of the reason for said vacancy.

Any member of the bargaining unit who is accepted into the department without the requirement of a high school education shall be permitted to take any examination for promotion to a higher rank even though departmental rules and regulations may presently or in the future require a high school education in order to take such examinations.

In the event that no qualified individuals apply for appointment to the BCI as detective patrolman, appointments thereto shall be made at the sole discretion of the Chief.

B. Captains

Promotions to the rank of captain shall be made in accordance with the provisions of subsection (A) above, with the following exceptions, which shall supersede any inconsistent provisions set forth in Section (A) above.

- (1) The written examination shall account for 35% of the candidate's total score.
- (2) Subsequent to said written examination, candidates shall be evaluated by an oral evaluation board comprised of three Providence

Police Department officers selected by the Chief of Police. Said oral examination shall constitute 50% of the candidate's total score.

- (3) The remaining 15 points shall be divided in the same manner as set forth in Section (A)(2) and (A)(3) above, i.e., 5 points maximum - seniority, 5 points maximum - education, and 5 points maximum - service points.

Section 4 - NEW POSITIONS

Any newly created position involving a promotion in rank, except positions of superior officers in the Investigative Division, 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 bargaining unit 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.

Patrolwomen shall not be utilized as matrons except on a call back basis and in such case, volunteers shall be utilized first.

Section 2 - DETAIL TO OTHER DEPARTMENTS

The City agrees that the members of the bargaining unit 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", "DETAILS", "ASSIGNMENT" DEFINED

"Transfer" shall mean a change in duty status within the department for an indefinite period of time.

"Detail" shall mean a temporary change in duty status within the department for a period of six months or less.

"Assignment" shall mean a specific duty function within a bureau or division.

The parties agree that this section only serves to define the terms contained herein and that nothing contained herein shall permit the Department to make any transfers, details, or assignments in violation of any other provisions of this Agreement.

ARTICLE VI

Section 1 - HOURS

The regular work week for members covered by this Agreement, except for those members assigned to the Investigative Division, Armorer Bureau, BCI, Control Center, Copy Center, Detail Office, Data Processing, Internal Affairs,

Investigative Bureau, Personnel, Police Academy, Prosecution, Records, Special Investigation Bureau, Special Projects Group, Human Resource Officer, Supply Room, shall be an average work week of thirty-seven and one-half (37 1/2) hours.

The regular work week for those members of the Bargaining Unit assigned to the Investigative Division, Armorer, BCI, Control Center, Data Processing, Copy Center, Detail Office, Internal Affairs, Investigative Bureau, Personnel, Police Academy, Prosecution, Records, Special Projects Group, Human Resource Officer, Special Investigation Bureau, Supply Room, shall be an average work week of forty (40) hours.

The basic schedule for the Patrol Bureau shall consist of four (4) tours of duty of eight (8) hours each with two days off. The tours of duty shall be as follows:

7:00 a.m. to 3:00 p.m.	Day Shift
3:00 p.m. to 11:00 p.m.	Out First Shift
11:00 p.m. to 7:00 a.m.	Out Last Shift
8:00 p.m. to 4:00 a.m.	Mid Shift

Members on the Day Shift shall commence all of their tours of duty at 7:00 a.m. and terminate same at 3:00 p.m.

The Day Shift, the Out-First Shift, the Out-Last Shift, and the Mid-Shift shall be steady shifts.

The foregoing schedule may be changed but no change may be made until prior notification and consultation with Providence Lodge #3.

Assignments to all shifts will be by rank seniority.

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

The hours of a member's normal tour of duty shall not be changed without his receiving at least eight (8) hours advance notice. 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 a member from reporting for duty but such notice shall be construed as a call back subject to all of the provisions of this Agreement dealing with "call back" pay, and no member shall be ordered back for private details, except for the performance of work at or in connection with events at the Providence Civic Center.

Section 2 - OVERTIME

All members of the bargaining unit who are required to perform police work 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. Authorized leave shall be construed as hours worked under this section.

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

Providence Lodge #3 shall expressly and with the consent of each member of the bargaining unit waive any and all claims for

overtime as required in Section 2 of Article VI of this agreement as a result of any members of the bargaining unit being required to work more than 40 hours in any calendar week as a result of his acceptance of voluntary details under Article XV hereof.

Section 3 - CALL BACK PAY

All members of the bargaining unit 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 a member's normal average work week shall be compensated for at the rate of time and one-half (1-1/2). Authorized leave shall be construed as hours worked under this section.

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

Section 4 - COURT TIME

Members of the bargaining unit who are required to attend court shall be compensated for all time spent in court at time and one half 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 and who are called to court when it will be computed from the end of their tour of duty. It is the intention of the parties with respect to members on short days that the City may elect to have such members be "on call" rather than waiting in court. In such a case, the member who is on call shall be available to be reached by telephone, and if called to court, shall be considered as having been in

court from the end of his tour of duty. The member shall not be compensated in any way for being "on call" if the member is not called to court.

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

All members 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.

No member shall be required to change a scheduled day off for court duty.

Section 5 - CIRCUMVENTION OF OVERTIME

No member's tour of duty shall be changed solely to circumvent overtime, court time, or call back.

Section 6 - SUBSTITUTIONS

A. It is agreed that any member of the bargaining unit 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 a member of equal rank within his bureau, with the notification to his commanding officer, provided a written notice of not less than twenty-four (24) hours is given to the commanding officer, giving the reason for the request. No request shall be honored for the purpose of engaging in outside employment.

B. All members of the bargaining unit shall be permitted to substitute with members of equal rank within their bureau concerning vacations; provided, that the member seeking a substitution secures the permission of the Chief of the Department at least one (1) week in advance of said substitution.

C. Nothing in this section shall be construed to entitle any member of the bargaining unit 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 member of a full week's pay if he works less than five (5) full work days in any calendar week. Providence Lodge #3 on behalf of all members hereby expressly waives any right of any member for overtime pay who as a result of said work schedule works more than five (5) work days in any calendar week.

Section 7 - IN SERVICE TRAINING

Once every six (6) months, members covered by this Agreement may be required to report sixty (60) minutes early for "in service training" without additional compensation.

Any member who is sent to any job related school for training will be furnished with transportation to and from the school as determined by the Chief or his designee.

ARTICLE VII

Section 1 - VACATIONS

All members of the bargaining unit who have been continuously in the employ of the City for at least one (1)

year, shall be entitled to an annual vacation of three (3) calendar weeks plus three (3) days, with pay, during each succeeding year of their employment. All members of the bargaining unit who have been continuously in the employ of the City for ten (10) years or more, shall be entitled to an annual vacation of four (4) calendar weeks plus three (3) days with pay, during each ensuing year of their employment. All members of the bargaining unit who have been continuously in the employ of the City for 15 years or more shall be entitled to an annual vacation of five (5) calendar weeks plus three (3) days 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 member began his present term of employment with the Police Department of the City of Providence.

An individual appointed in the middle of a calendar year will be entitled to 1 1/3 days furlough for every month of employment. For example, if appointed on June 20 of the year, the individual will receive 8 days furlough. If the individual was appointed prior to the 15th day of a particular month, the member would receive an additional day for that month.

Section 2 - SENIORITY

Vacation shall be granted within each Bureau by shift and rank within shift in accordance with rank seniority.

Section 3 - SPLIT VACATIONS

All members of the bargaining unit shall be entitled to select their vacation entitlement for such time of the year as

they see fit; provided, however, that any member who selects a vacation during the period from the start of the last full calendar week in May through the end of the first full calendar week in October, may only select two consecutive weeks provided his entitlement is three weeks or more; if not, then he may only select one week during said period. The intent of this section is to permit any member of the bargaining unit to have at least one week's vacation during said period.

Section 4 - VACATION ACCUMULATION

Any member of the bargaining unit may accumulate up to six (6) calendar weeks vacation. Said accumulated vacation may, at the option of the member, be taken in subsequent years or may be taken prior to retirement.

Any vacation time accumulated under this section need not be taken in weekly intervals. In other words, a member of the bargaining unit may take the time accumulated on a daily basis provided he obtains permission of the Chief or his designee.

Section 5 - PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Day	Fourth of July
Washington's Birthday	Thanksgiving Day
Easter Sunday	Armistice Day
R.I. Independence Day	Columbus Day
Memorial Day	Christmas Day
V. J. Day	

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

ARTICLE VIII

Section 1 - CLOTHING ALLOWANCE

Upon appointment the City shall, at its expense, furnish to all members of the bargaining unit who are required to wear uniforms and equipment the following new uniforms - original issue:

1 required hat	1 night stick
1 hat wreath	1 stick holder
1 rain coat cover for hat	1 black jack
4 required shirts	1 key holder
2 required winter trousers	1 whistle and chain
2 required summer trousers	1 3-cell flashlight
1 required jacket	1 breast badge
1 rain coat	1 handgun and ammunition
1 pair of handcuffs	1 cartridge holder (12 rounds)
1 handcuff case	1 Rules and Regulations Book
1 identification wallet with badge and ID card	

In addition to the above, the City agrees to furnish one (1) set of coveralls for members assigned to Auto Squad, Arson Squad, and Canine Squad. The City shall also furnish three (3) additional sets of coveralls which shall be made available for use by all members of the Investigative Bureau and BCI.

The City agrees that whatever portion of the uniform is currently authorized, same may continue to be worn until replaced by the City.

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

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

For members of the bargaining unit not required to wear uniforms, the clothing allowance shall be \$150 per year. A member of the plainclothes division shall be reimbursed for any personal articles of clothing which are damaged or destroyed in the course of his duties as a member of the said plainclothes division.

Members of the bargaining unit in a non-uniform capacity shall within thirty (30) days of a return to a uniform duty status, inform the Chief of the Department of those items of clothing and equipment that he does not have and the City will furnish it to him.

Section 2 - CLOTHING MAINTENANCE ALLOWANCE

All members of the bargaining unit shall be entitled to a clothing maintenance allowance in the amount of Five Hundred Forty (\$540.00) Dollars per year. Such maintenance allowance shall be paid to all members of the bargaining unit who are members of the Department as of July 1, and said amount together with the amount referred to in Section 1 hereof shall be paid to each member no later than August 15.

Section 3 - GUN ALLOWANCE

Members of the bargaining unit shall be paid the sum of \$50 per year for carrying on their person during off duty hours their service revolvers or personal weapon approved by the department weapons officer. Should a member of the bargaining unit refuse or fail to carry his weapon while off duty, he may be required to forfeit his gun allowance.

Such gun allowance shall be paid to all members of the bargaining unit who are members of the department as of July 1, and said amount together with the amounts referred to in Sections 1 and 2 shall be paid to each member no later than August 15.

ARTICLE IX

Section 1 - SICK LEAVE

Sick leave with full pay shall be computed at the rate of one and one-quarter (1 1/4) working days per month. However, in any one fiscal year, a member who has not accumulated fifteen (15) days per year, shall be allowed to borrow up to fifteen (15) days per year.

Such annual sick leave of fifteen (15) working days with pay per year shall be cumulative to one hundred forty (140) days; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members of the bargaining unit.

For the purposes of the computation under Section 3 of this Article (re: Severance Pay) a member of the bargaining unit may accumulate only one hundred twenty (120) sick days.

Section 2 - REASONS FOR SICK LEAVE

Sick leave for members of the bargaining unit shall be granted for the following defined reasons:

A. Personal illness or physical incapacity to such 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 member whose illness requires the care of such member provided that not more than fifteen (15) working days, with pay, shall be granted to the member for this purpose in any one calendar year. (Members 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 relatives (other than those set forth under Section 4 of this Article) 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, members on their short day off may elect to take either their tour of duty before or after the funeral as their time off.

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 member 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.

Any member of the bargaining unit 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

Each member of the Police Department 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 upon the said member's actual retirement or upon his death prior to retirement.

The amount of said severance pay shall be determined at the time of the member's retirement or death by multiplying the number of accumulated days of severance pay earned 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 a member's retirement, there shall be deducted from his total accumulative days any and all days on which the member was absent from his employment; provided, however, that no days of absence due to vacations, injuries or contagious disease actually suffered or contracted by the member in the line of duty, nor days of absence permitted under the provisions of Section 4 of this Article (Bereavement), shall be deducted.

Section 4 - BEREAVEMENT

A four-day bereavement leave (which shall not be charged to sick leave or vacation leave) shall be granted to each member of the bargaining unit upon the death of a mother, step-mother, father, step-father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, or other member of the immediate household.

Any actual period of mourning in excess of said bereavement leave shall be charged to the member's sick leave, however, the total period of the member's leave (bereavement and sick) shall not exceed seven (7) days from the day of burial.

ARTICLE X

Section 1 - INJURIES

A member of the bargaining unit who is injured in the line of duty or while performing any duty which if performed while on duty would have been considered a part of his employment, shall receive full salary while his incapacity exists or until he is placed on disability retirement. All injuries and recurrences of injuries shall be reported, as required by the 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 a member will be considered as injured in the line of duty if such injury occurs at any time while such member is actually performing police work for and on behalf of the City, even though said member may not actually be on his regular tour of duty.

The City further agrees that once a member of the bargaining unit 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 member of the bargaining unit to recover damages therefor.

Section 2 - MEDICAL CARE FOR INJURIES

Medical care for those members of the bargaining unit injured in line of duty shall be as follows:

A. Those members of the bargaining unit 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 member or if his condition prevents him from making his choice, by the officer in charge. The member of the bargaining unit shall at all times have the right to change his physician or chiropractic physician. If the member 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 the line of duty which do not require hospitalization, the member shall have the right to be treated by a physician of his own choice.

C. When a member of the bargaining unit has suffered a minor injury in the 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 of the bargaining unit has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall be carried Injured on Duty from the date of the recurrence and 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 the 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 upon the parties. If it is finally determined that said injury is a recurrence of a previous injury in line of duty, the Department shall be responsible for payment of the member's medical expense.

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

The City agrees to pay for all expenses as set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended, within ninety (90) days from the date of billing. The City further agrees that the time lost by said member as the result of any injury received or sickness contracted in the performance of said member's duty shall not be deducted from said member's sick leave provided for in Article IX.

Section 4 - MEDICAL EXPENSES FOR MEMBER'S FAMILY

Subject to the approval of the Chief of the Department, the City agrees to pay all expenses for inoculation or immunization shots for the family of a member of the bargaining unit residing in his household when such becomes necessary as a result of said member's exposure to contagious diseases where said exposure to said disease occurred in the line of duty.

Section 5 - FUNERAL AND BURIAL EXPENSES

The City agrees to defray all funeral and burial expenses of any member of the bargaining unit killed in the line of duty up to a maximum of Five Thousand (\$5,000.00) Dollars and, in addition, the City shall pay to the widow or heirs of such deceased member, his accumulated severance pay, and any accrued or unused vacation pay.

Section 6 - HEART ATTACKS AND HYPERTENSION

Whenever a member of the bargaining unit suffers a heart attack or is suffering from hypertension, it shall be presumed that either of said conditions were caused as a result of the member's duties as a police officer and he shall be entitled to all of the foregoing benefits set forth in this article.

This section shall apply to any member of the bargaining unit who suffers a heart attack or is suffering from hypertension whether or not said condition occurred while the member was actually on a tour of duty.

Section 7 - DEATH IN THE LINE OF DUTY

In the event that a member of the bargaining unit is killed in the line of duty or dies as a result of hypertension or

heart attack, his heirs shall receive whatever benefits said member would have been entitled to as though he had been a member of the bargaining unit for twenty (20) years. Said benefits shall be paid immediately without any waiting period.

The City agrees to introduce whatever legislation is necessary in the State General Assembly to enact the foregoing.

The above benefits are in addition to any benefits one is entitled to under the Federal, State and/or Municipal law.

Section 8 - STRESS PROGRAM

Whenever a member of the bargaining unit is suffering from stress and is enrolled in the Providence Police Department Stress Unit, so-called, it shall be presumed that said condition was caused as a result of the member's duties as a police officer and he shall be entitled to all of the foregoing benefits set forth in this article. Any work days spent in the Stress Unit shall be charged to the member's sick leave.

Section 9 - PHYSICAL FITNESS PROGRAM

All members of the bargaining unit during the term of this Agreement shall achieve and maintain a level of physical fitness as his or her age and the nature of his or her duties require.

All members of the bargaining unit who are currently not in compliance with the above standard of fitness, shall be required to embark on a program of physical fitness so as to achieve the standards. Said members of the bargaining unit shall have reasonable time to attain said standards.

ARTICLE XI

Section 1 - RULES AND REGULATIONS

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

ARTICLE XII

Section 1 - SALARIES

Salaries for members of the bargaining unit shall be as follows:

	<u>7/1/89</u>	<u>7/1/90</u>
Patrolmen	\$515.42	\$536.04
(Upon appointment)		
(after 12 months service)	527.23	548.32
(after 18 months service)	560.49	582.91
Sergeant	630.30	668.71
Lieutenant	689.46	730.04
Captain	735.59	765.01

All members of the night reliefs shall receive as salary an additional \$13.00 per week over and above the specified rate which additional amount shall be included as part of the member's base pay who works two (2) tours of duty or more on nights.

All members in the Armorer Bureau, Control Center, Data Processing, Copy Center, Detail Office, Internal Affairs, Personnel, Police Academy, Prosecution, Records, Special Investigation Bureau, Special Projects Group, Human Resource Officer, Supply Room, Executive Liaison Bureau, Evidence Bureau, Drug Task Force, Captains in the Uniform Division, plus

any other member of the bargaining unit who works a regular forty (40) hour work-week shall receive in addition to the above scheduled wages, nine (9%) percent additional compensation.

All members in the BCI, Detective Bureau and Youth Bureau shall receive in addition to the above scheduled wages, ten and one-half (10 1/2%) percent (effective 7/1/90-12%) additional compensation.

Any member of the bargaining unit who is either transferred or detailed into one of the foregoing nine (9%) percent or ten and one-half (10 1/2%) percent (effective 7/1/90 - 12%) bureaus or divisions, and who has not taken a promotional examination for said bureau and/or division, shall, upon completion of his transfer or detail, return to his regular rate of pay within that bureau or division from which he was originally transferred and/or detailed. Any member of the bargaining unit who is promoted and/or transferred out of one of the foregoing nine (9%) percent or ten and one-half (10 1/2%) percent (effective 7/1/90 - 12%) bureaus or divisions shall lose the 9% or 10 1/2% (effective 7/1/90 - 12%) compensation.

The City shall have the right to institute a bi-weekly pay schedule. If the City does institute a bi-weekly pay schedule, any member of the bargaining unit may select to have a weekly paycheck.

Section 2 - EDUCATIONAL BENEFITS

Members of the bargaining unit shall be entitled to all benefits provided under Section 42-28.1-5 of the General Laws

1956, as amended. All amounts payable thereunder shall be billed to the City and shall be payable directly by the City to the educational institution concerned within ninety (90) days from the date of billing.

Members of the bargaining unit who fail a course or who receive an "incomplete" for a course shall reimburse the City for all payments made by the City for said course within eight (8) weeks following receipt of the failure or "incomplete".

Section 3 - LONGEVITY

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 4 years	0%
5th through 9 years	7%
10th through 14 years	8%
15th through 19 years	9%
20th year and over	10%

The longevity payment shall be computed on the basis of the member's base pay and shall be payable weekly. Said years of service shall commence at the time that a member was appointed a police officer by general order. Longevity payments made on and after July 1, 1987 shall be considered part of base salary for pension benefit and contribution purposes only, provided that the computation of pension payments on this basis shall become effective commencing July 1, 1988.

Said longevity payment shall be determined as of July 1, and not thereafter.

ARTICLE XIII

Section 1 - GRIEVANCE DEFINED

A grievance shall mean a complaint by a member of the bargaining unit or a complaint by Providence Lodge #3 that:

(a) A member of the bargaining unit has been treated unfairly in connection with any violation of this agreement.

(b) There has been a violation, misinterpretation or misapplication of the provisions of this agreement or a violation of any established policy or practice.

(c) That a member's health, safety, or liability is jeopardized by a condition which is possible to correct.

Section 2 - GRIEVANCE PROCEDURE

Alleged grievances of members of the bargaining unit 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. A member of the bargaining unit having a grievance shall, in writing, bring the grievance to the attention of the Executive Board of Providence Lodge #3 within sufficient time to allow for filing with the Chief of Police. If, in the judgment of the Board, the nature of the grievance justifies further action, it shall, through the president of Providence Lodge #3 or his designee, file the grievance in writing with the Chief of the Providence Police Department or his designee.

B. The Chief of Police or his designee shall meet with the president of Providence Lodge #3 or his designee within three (3) working days or receipt of a request from said officer of Providence Lodge #3 which must be made at time of filing unless otherwise mutually agreed. If either party feels it is necessary, the member or members involved in the grievance shall be ordered to appear before the Chief of the Department or his designee and the president of Providence Lodge #3 or his designee for the purpose of testifying on the grievance. Within five (5) days (unless otherwise agreed) of the first meeting between the Chief of the Department or his designee and the president of Providence Lodge #3 or his designee, the Chief shall render his decision, in writing, a copy of the same to be delivered to the president of Lodge #3 or his designee.

C. If the decision of the Chief of the Department is not acceptable to Providence Lodge #3, said lodge may request an assignment of an arbitrator by the American Arbitration Association.

The decision handed down by this arbitrator shall be submitted to the Commissioner of Public Safety and the Chief of Police and shall be binding in nature in all matters except that the grievance procedures shall not be permitted with respect to matters pertaining to discipline except as to Article II, Section 2 hereof.

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

In addition to the foregoing grievance procedure, Providence Lodge #3 shall have the right to initiate a grievance as a grievant on its own behalf by filing same in writing with the Chief of Police. In such event, the grievance shall be processed in accordance with the provisions of Steps B and C above.

The parties hereto agree that Providence Lodge #3 shall have the right to designate a member who shall handle all grievances under this Agreement and who may act on behalf of any member of the bargaining unit. The City further agrees that such member shall work the same tour of duty as the Commissioner of Public Safety and the Chief of the Police Department. The Executive Board of Providence Lodge #3 shall be guaranteed sufficient time off during working hours to settle grievances without loss of pay.

If a grievance is not filed with the Chief of Police by Providence Lodge #3 within sixty (60) days of the date of the event giving rise to the grievance or grievant's knowledge thereof, or if the Providence Lodge #3 fails to file a demand for arbitration under the rules of the American Arbitration Association within forty-five (45) days of an unacceptable decision of the Chief of the Department ("C" above), the grievance shall be deemed to have been waived.

The arbitrator shall have no authority to add to, detract from, modify or disregard any of the provisions of this agreement.

Section 3 - LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

The City hereby acknowledges and agrees to implement and follow all of the terms and provisions of the Law Enforcement Officers' Bill of Rights, Title 42, Chapter 28.6 of the R.I.G.L.

ARTICLE XIV

Section 1 - BLUE CROSS AND PHYSICIANS' SERVICE - ACTIVE MEMBERS

The City agrees to assume for members of the bargaining unit 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 Physician's Service Plan B and Blue Shield Plan 100 or in the Rhode Island Group Health Association Plan with the following riders:

1. Major Medical -- \$50 deductible; One Million Dollar maximum; 100% reimbursement after \$2,000 of medical bills in each calendar year per person.
2. Mental Health Rider
3. Alcohol Rider
4. Chiropractic Rider
5. Prescription Drug Rider
6. Vision Care Rider
7. Medical Emergency Rider
8. Student to 23 Rider
9. Delta Dental--Levels 1, 2, 3, and 4

In the case of an unmarried member of the bargaining unit, individual coverage is to be furnished.

In the event that the City is required under Federal or State Law to provide members of the bargaining unit with an option to choose, in lieu of the coverage provided under this section, coverage under the plan of any Health Maintenance Organization, it is understood and agreed that any increases in the cost of premiums required for coverage under the plan of any said Health Maintenance Organization shall be paid by the member choosing to participate in the Health Maintenance Organization Plan.

Section 2 - BLUE CROSS AND PHYSICIANS' SERVICE - RETIREES

Commencing July 1, 1977, the City 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 Physician's Service Plan B and Blue Shield Plan 100, or Rhode Island Group Health Association Plan with riders for Alcoholism, Mental Health, and Prescription Drugs for all members retiring on or after said date.

Should any retiree or member of his family be eligible for medical insurance under Blue Cross or any other plan, then the City will be obligated to furnish only excess coverage so that said member will have equivalent coverage as that offered by the City. Should a retiree subsequent to retirement lose said alternate coverage then the City will pick up the full cost of coverage under this section.

Section 3 - DELTA DENTAL BENEFITS

Subject to the Rules and Regulations of Blue Cross, the City will permit members of the bargaining unit to obtain additional level coverages on Delta Dental benefits on either individual or family plans, with the member paying the additional premiums himself.

Section 4 - LIFE INSURANCE

The City shall pay for life insurance in the amount of Twenty Five Thousand (\$25,000.00) Dollars of the equivalent on the life of each member of the bargaining unit.

Section 5 - PROFESSIONAL LIABILITY INSURANCE

The City shall provide for each member of the bargaining unit professional liability insurance coverage in the amount of \$500,000.00 coverage (or equivalent), no deductible.

The City shall have the right to select representation/ attorney for the members other than the City Solicitor's office.

Section 6 - LEGAL ASSISTANCE FUND

The City agrees to assume the cost for each member of the bargaining unit coverage for prepaid legal expense insurance provided by the Prepaid Legal Service Corporation of Rhode Island along with the Law Enforcement Officers' Professional Legal Expense Endorsement.

ARTICLE XV

Section 1 - DETAIL PAY

All members of the bargaining unit who are required to report to private duty details, shall be paid at the rate of time and one-half their regular rate of pay and shall be

granted at least the minimum of four (4) hours pay at said rate. The rate of pay for all patrolmen assigned to details shall be based on first grade patrolman's rate of pay (i.e., patrolman after 18 months).

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

The payment of all details shall be the responsibility of the City. Detail pays shall be made directly to the police officers who performed the work at said detail and shall be made by the City to said officers within two (2) weeks from the date or the performance of said services. The fact that the City may not be reimbursed by the individual or firm who requested said detail shall have no bearing as to whether or not, or as to when, the member shall be paid for the services he performed.

Section 2 - SPECIAL HOLIDAY DETAIL PAY

Private details on Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Holy Saturday 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 12:01 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 12:01 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 12:01 o'clock a.m. December 25th and ending December 26th at 8:00 o'clock a.m.

Section 3 - ASSIGNMENTS AND LIST

Details shall be assigned on a rotating basis as far as practicable. All detailed assignments shall be made by a so-called "Detail Officer" who shall be a superior officer assigned by the Chief. The Detail Officer shall have control over the detail list and responsibility for ensuring the proper operations of details. The Detail Officer shall submit to the President of Providence Lodge #3 at the end of each week a list of all details of the prior week containing the names of all members who were assigned to details for that week and shall also submit to the President of Providence Lodge #3 at the end of each pay period a list of those employees who were paid for each detail.

Once an officer is assigned and accepts a detail, he must work the said detail, unless he obtains a replacement officer who will work the detail assignment. If the officer having the assigned detail cannot obtain a replacement, he must work that detail, and is responsible for and obligated to fill it.

Once a detail is accepted by a particular officer, any withdrawal of his name by him from the detail list will not be effective for that particular assignment, and can only apply to any future assignments.

Members of the bargaining unit shall not be eligible for assignment to details while on vacation, sick leave, bereavement leave, injured on duty status, a regular day off,

while on suspension from the Police Department, or while on suspension from the detail list as more particularly described below or within three (3) days following a return from absence under Article IX, Section 2(a), however, this shall not preclude any member from volunteering for a detail while on vacation, or a regular day off. The detail officer shall receive a list on a daily basis of those members not eligible for detail assignment from the officer in charge of each bureau.

All regularly scheduled details shall be assigned and a list posted with such assignments at least three (3) days prior to the regularly scheduled detail.

Section 4 - REMOVAL OF NAME FROM DETAIL LIST

Any member of the bargaining unit shall have the right to withdraw his name from the detail list at any time, but once withdrawn, an individual must wait a period of thirty days before being placed back on the detail list. No member's name shall be deleted from the detail list without his consent, or unless the member has violated one of the following provisions relative to details.

OFFENSE

PENALTY

A. Failure to Appear at Detail

First violation within a calendar year--1 month's suspension from detail list. Second Violation within a calendar year--6 months' suspension from detail list. Third Violation within a calendar year--1 year's suspension from detail list.

- | | | |
|----|--|---|
| B. | Refusing to Accept More Than Three Detail Assignments in a 6 Week Period of Time | First Violation within a calendar year--written warning. Second Violation within a calendar year--1 month's suspension from detail list. Third Violation within a calendar year--6 months' suspension from detail list. |
| C. | Tardiness (Over 15 Minutes) | Same as "B" |
| D. | Leaving Detail Early Without Obtaining Permission | Same as "B" |
| E. | Taking an Extended Lunch Break | Same as "B" |
| F. | Trading Detail with Another Member Without Permission of Detail Officer | Same as "B" |
| G. | Assigning Detail to Another Member Without Permission of Detail Officer | Same as "B" |
| H. | Violation of Departmental Regulation While on Detail | Same as "A" |
| I. | Accepting a Detail While Suspended from the Detail List | First Violation--Suspension doubled
Second Violation--Suspension Quadrupled
Third Violation--Permanent Removal |

The above-described penalties are intended as a control factor for the detail list. In that context, any of the offenses and penalties described above shall not be considered disciplinary action as covered under the Law Enforcement Officers' Bill of Rights nor shall said offenses and penalties appear in any personnel files of the member. In the event there is a violation of a Departmental Regulation while on a detail, the member shall not be subject to both (1) the imposition of the penalties set forth above and (2) the

punishment or penalties that the Chief may attempt to impose by bringing departmental charges. The Chief shall decide the manner in which he feels the member shall be punished or penalized. If the Chief decides to punish/penalize the member for a violation of a departmental regulation while on a detail as set forth above, then said punishment is subject to the grievance procedure. If the Chief decides to recommend punishment under the Bill of Rights for a violation of a departmental regulation, then the member shall be entitled to a hearing under the Bill of Rights.

There shall only be three acceptable excuses for refusing to accept a detail assignment. They are as follows:

1. Working, or being scheduled to work, a regular assigned police department work shift which would interfere with the detail.
2. Making a required court appearance as set forth in Article VI, Section 4 of this Agreement.
3. Being on an approved leave of absence (sick leave, IOD, etc.).

If a member is eligible but not available for a detail assignment, he shall notify the detail officer in writing at least three days in advance except in a case of an emergency. If a member fails to comply with this requirement and subsequently refuses to accept the detail, he shall be considered as having refused to accept the detail (see "B" above).

Any "B" type violations, shall be cumulative for future "B" type violations. Any "A" type violations shall be cumulative for future "A and B" type violations. "B" type violations shall not be cumulative for "A" type violations.

Section 5 - MANPOWER FOR DETAILS

The following chart shall be used as a guideline in assigning manpower for details.

<u>TOTAL NUMBER OF MEN</u>	<u>COMPOSITION</u>
1	1 Ptlm.
2	2 Ptlm.
4	1 Sgt.; 3 Ptlm.
5	1 Lt.; 1 Sgt.; 3 Ptlm.
10	1 Lt.; 2 Sgt.; 7 Ptlm.
15	1 Capt.; 2 Lt.; 2 Sgt.; 10 Ptlm.
20	1 Capt., 2 Lt., 3 Sgt.; 14 Ptlm.
25	1 Capt.; 3 Lt.; 4 Sgt.; 17 Ptlm.
30	1 Capt.; 4 Lt.; 4 Sgt.; 21 Ptlm.
40	1 Capt.; 5 Lt.; 6 Sgt.; 28 Ptlm.

The FOP shall have the right to request of the Chief of Police for additional officers at any detail.

It shall be at the discretion of the Chief of Police as to the number of captains and lieutenants that are assigned to a detail. All details requiring uniformed members of the bargaining unit shall be taken from the uniformed division (as

defined in the department organizational chart), and shall be offered to all available patrolmen before being offered to any other rank or division. Notwithstanding the foregoing, a supplemental uniformed detail list shall be established and shall be comprised of all current non-uniformed personnel who wish to be placed on the supplemental uniformed detail list. To the extent that such personnel do not have a complete uniform, the City will provide whatever is deemed necessary by the City to complete the uniform. This supplemental uniformed detail list shall be resorted to after the uniformed division list is exhausted, and all provisions of Article XV apply.

All members who do not fall within the Uniform Division shall be considered members of the Plainclothes Division for details only. All details requiring plainclothes members of the bargaining unit shall be taken from the Plainclothes Division and shall be offered to all available detectives or patrolmen before being offered to any other rank or division.

Section 6--SPECIAL PROVISIONS FOR PROVIDENCE CIVIC CENTER
DETAILS

In assigning details for work at or in connection with events at the Providence Civic Center at which uniformed members of the bargaining unit are required, details shall be assigned in the following order:

- A. Such details shall first be offered to members of the bargaining unit who are on the uniformed division detail list, and all of the provisions of this Article XV shall apply.

- B. In the event that more officers are needed, individuals on the supplemental uniformed detail list shall be assigned, and notwithstanding any other provision of this Article or this agreement, such individuals may not refuse said detail. Specifically, said individuals must either work the detail or obtain a replacement.
- C. If additional officers are needed, the City will resort to volunteers, i.e., those members who have a uniform and are available for uniformed details but do not appear on the supplemental uniformed detail list.
- D. In the event that additional officers are needed, the City may require officers on the uniformed detail list and the supplemental uniformed detail list to accept the detail, provided that the City will use its best efforts to assign those members who are either on a long day or work day before assigning members on a day off.
- E. In the event additional personnel are required, the City may require personnel whose names do not appear on any detail list to work the detail, provided that the City will use its best efforts to assign such individuals who are either on a long day or work day before assigning members on a day off to work said detail.
- F. The provisions of this Section-6, supersede any provisions of this agreement which are inconsistent therewith.

Section 7--INJURIES ON DETAILS

Any member 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.

ARTICLE XVI

Section 1 - NO STRIKE CLAUSE

Cognizant of the Statutory prohibition against strikes by members covered by this agreement, neither the union nor any members covered by this agreement shall engage in, induce, cause, or encourage any strike, slowdown, or concerted refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the term of this agreement.

ARTICLE XVII

Section 1 - EQUIPMENT FOR PATROL CARS AND FOOT POSTS

Any member of the bargaining unit, assigned to ride alone in a patrol car or who is assigned to a walking post shall be equipped with a portable radio.

ARTICLE XVIII

Section 1 - COMPLETE UNDERSTANDING

This agreement constitutes the entire and complete understanding between the City and Providence Lodge #3 arrived at as the result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this agreement.

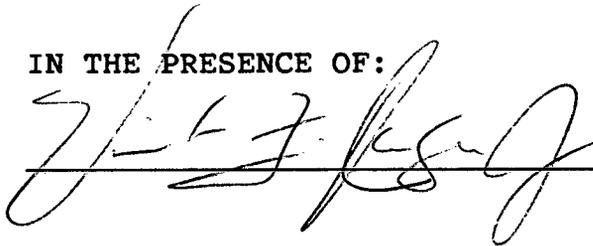
ARTICLE XIX

Section 1 - DURATION OF AGREEMENT

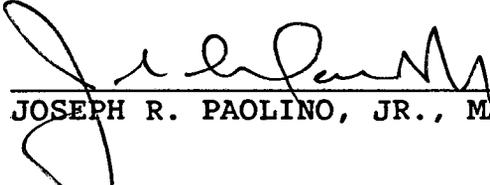
This Agreement shall be for the term beginning July 1, 1989 and ending June 30, 1991.

IN WITNESS WHEREOF, the said City has caused this instrument to be executed and its corporate seal to be affixed by Joseph R. Paolino, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence, and the said Providence Lodge #3, Fraternal Order of Police has caused this instrument to be signed by Richard R. Patterson, its President, thereunto duly authorized, this 12th day of December, 1989.

IN THE PRESENCE OF:

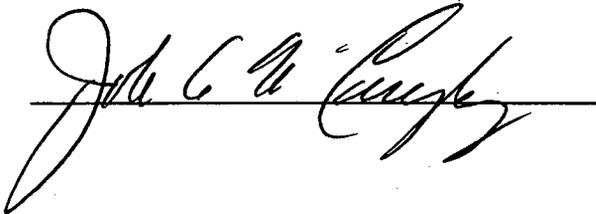


CITY OF PROVIDENCE



JOSEPH R. PAOLINO, JR., MAYOR

PROVIDENCE LODGE #3
FRATERNAL ORDER OF POLICE



RICHARD R. PATTERSON
PRESIDENT

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December 12, 1989

Providence Lodge No. 3
Fraternal Order of Police
c/o Ptlm. Richard R. Patterson
209 Fountain Street
Providence, RI 02903

Gentlemen:

Although there exists a written Collective Bargaining Agreement between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police, which agreement covers the terms and conditions of employment between members of the Providence Police Department and the City of Providence, it is further agreed that the City of Providence will pay all medical 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 or his family and where such contagious disease was contracted as a result of said employee's exposure to contagious disease in the line of duty.

It is further agreed by the City of Providence that the City of Providence 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 the result of the injuries or illness which caused the employee to be placed on the disability pension list or which related to any recurrence of said injury or illness for which he was placed on the disability pension list; provided, however, that there should be deducted therefrom any amounts which the employee may receive by virtue of Blue Cross coverage.

Providence Lodge No. 3
Fraternal Order of Police
December 12, 1989
Page 2

It is also agreed that any member of the Bargaining Unit whose personnel file contains any evidence or documentation of disciplinary action resulting from a minor infraction of Department Rules and Regulations may apply to the Chief of the Department to have said evidence or documentation expunged from the file. Said application may be made after a period of two years from the date of the initiation of such disciplinary action, provided that during the interim period, the member has had no further departmental violations. The Chief's decision to expunge shall not be unreasonably withheld and shall be subject to review by way of the grievance procedure which is set forth in the Collective Bargaining Agreement under Article XIII.

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 R. Paolino, Jr.

ACCEPTED AND APPROVED:


RICHARD R. PATTERSON
Providence Lodge #3
Fraternal Order of Police

December 12, 1989

Providence Lodge No. 3
Fraternal Order of Police
c/o Patrolman Richard R. Patterson
209 Fountain Street
Providence, RI 02903

Gentlemen:

Article XV of the collective bargaining agreement between the City of Providence and Providence Lodge No. 3 FOP sets forth the contractual provisions applicable to private duty details. In the event that during the term of this agreement, the union seeks a modification or amendment to the agreement which would provide for superior officers to have the right to be assigned to one-man details, the City will be receptive and agree to a modification of the second sentence of the third paragraph of Article XV, Section 5 as follows:

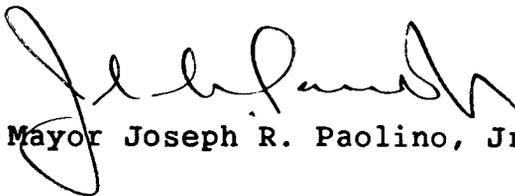
All details requiring uniform members of the bargaining unit shall be taken from the uniform division (as defined in the department organizational chart), and shall be offered to all available patrolmen before being offered to any other rank or division; except that with respect to one-man details, sergeants, lieutenants and captains shall also be offered such details and shall receive the same rate of pay as a patrolman.

Providence Lodge No. 3
Fraternal Order of Police
December 12, 1989
Page 2

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,

CITY OF PROVIDENCE


Mayor Joseph R. Paolino, Jr.

Accepted and Approved:

PROVIDENCE LODGE NO. 3
FRATERNAL ORDER OF POLICE

By: 
Richard R. Patterson
Richard R. Patterson