

Amended by  
2004-554

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 70

Approved February 13, 2002

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement between the City of Providence and the Providence Fraternal Order of Police, Lodge No. 3, for Ratification for the Term of July 1, 2001 to June 30, 2004, 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.

THE COMPTROLLER OF THE CITY OF PROVIDENCE

RECEIVED

IN CITY COUNCIL  
FEB 7 2002  
READ AND PASSED

*Balbir Singh*  
ACTING PRES.  
*Michael R. Clement*  
CLERK  
RC

APPROVED

FEB 13 2002  
*Vincent R. Cianci*  
MAYOR

READ AND RECORDED  
BY CLERK

FILED

IN CITY COUNCIL  
Dec 20, 2001  
FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE  
Michael L. Clapert  
AMS

THE COMMITTEE ON  
Finance  
Recommends  
Anna M. Stetson  
CLERK

1-14-02 Schedule Public Hearing  
1-29-02 Public Hearing Held

THE COMMITTEE ON  
FINANCE  
Approves Passage of  
The Within Resolution  
Anna M. Stetson  
1-29-02 Clerk



## Finance Department

*"Building Pride In Providence"*

December 19, 2001

Councilman Kevin Jackson  
Chairman  
City Council Finance Committee  
City Hall  
Providence, RI 02903

Dear Councilman Jackson:

I have analyzed the proposed contract for Providence Lodge #3, Fraternal Order of Police for the period of July 1, 2001 to June 30, 2004, and the financial impact to the City's general fund is as follows:

- **Salary Increases:** This contract calls for a 2% salary increase effective July 1, 2001, a 1.5% increase effective July 1, 2002, a 1.5% increase effective January 1, 2003, a 1.5% increase effective July 1, 2003, and a 1.5% increase effective January 1, 2004. These wage increases will result in additional salary costs of approximately \$573,000 in fiscal 2002, \$1,234,000 in fiscal 2003, and \$2,133,000 in fiscal 2004.

This contract extends the time of service required to be eligible for each the three patrolman salary steps for officers hired on or after September 1, 2001 by six (6) months. The result of this change will be that the thirty (30) new officers who will be added to the police force in January 2002 will be eligible for their first salary step increase in July 2003 rather than January 2003. The savings from this six-month extension will be approximately \$14,000 in fiscal 2003 and 2004.

- **Differential Pay:** Effective January 1, 2002, officers who have served the department for more than five (5) years and work at least two (2) tours of duty on night relief will receive as salary an additional \$12 per week (\$25/wk. from \$13/wk.) in differential pay. This increase will be followed a \$25 per week increase (\$50/wk. from \$25/wk.) effective January 1, 2003 and a final increase of \$25 per week (\$75/wk. from \$50/wk.) effective January 1, 2004.

These changes to differential pay will result in increased costs of approximately \$117,000 in fiscal 2002, \$396,000 in fiscal 2003 and \$675,000 in fiscal 2004.

- **Vacation Pay:** Currently, all members receive one-and-one-third (1.33) vacation days per month for their first twelve months of employment; eighteen (18) vacation days for their second through ninth years of employment; twenty-three (23) vacation days for their tenth through fourteenth years of employment; and twenty-eight (28) vacation days for their fifteenth year of employment and beyond.

This contract revises the above vacation schedule for members hired on or after September 1, 2001 as follows: one-half (.50) vacation days per month for their first twelve months of employment; ten (10) vacation days for their second year of employment; fifteen (15) vacation days for their third year of employment; eighteen (18) vacation days for their fourth through ninth years of employment; twenty-three (23) vacation days for their tenth through fourteenth years of employment; twenty-eight (28) vacation days for their fifteenth year of employment and beyond.

This revision to vacation time for members hired on or after September 1, 2001 should result in some savings in callback. However, it is not possible to quantify the savings that will be realized.

- **Blue Cross and Physician's Service:** Effective January 1, 2002, for any member hired prior to September 1, 2001, all prescription plans will have a \$3/\$5 employee co-payment with an annual, per employee maximum of \$600. Effective January 1, 2003, a \$5/\$10 employee co-payment will be in effect on all prescription plans with an annual, per-employee maximum of \$600.

For members hired on or after September 1, 2001, all prescription plans will have a \$5/\$10 employee co-payment with an annual, per-employee maximum of \$600.

According to the City's insurance consultant, Cook & Company, the projected savings from the above changes will be approximately \$15,000 in fiscal 2002 and \$52,000 in fiscal 2003 and 2004.

- **Pension Plan:** Several changes have been made to the pension plan for police employees. The changes are as follows:
  - Effective no later than December 31, 2001, the police employee pension contribution rate will be reduced to 8.0% from 9.5%.
  - All members who retire will receive a 3.0% compounded Cost of Living Adjustment (COLA) on all annual pension amounts received. The COLA will begin in the January immediately following the third (3<sup>rd</sup>) anniversary of the member's retirement. A retired member's pension amount, including the COLA, cannot exceed the base salary of an active member of the same rank at which the retired member retired.

- Members who receive disability pensions will not be eligible for a return of their pension contributions.

According to the City's actuary, Buck Consultants, the net annual cost of these pension changes will be approximately \$1,416,000 beginning in fiscal 2004.

- Clothing Maintenance & Gun Allowance: Effective July 1, 2001 the annual Clothing Maintenance Allowance will be increased to \$700 from \$590. This increase will be followed by an increase to \$850 effective July 1, 2002 and \$1,000 effective July 1, 2003.

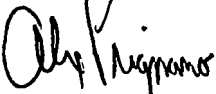
In addition, the Clothing List has been amended to include several new items such as protective body armor, motorcycle boots for the Traffic Bureau, and equestrian riding boots for the Mounted Command. However, the annual fifty-dollar (\$50) Gun Allowance that is provided to each member will be eliminated.

The net cost of the above revisions to the Clothing Maintenance, Gun Allowance and Clothing List will be approximately \$186,000 in fiscal 2002, \$117,000 in fiscal 2003 and \$199,000 in fiscal 2004.

The annual, net financial impact of this contract is \$861,000 for fiscal 2002, \$1,681,000 for fiscal 2003 and \$2,940,000 for fiscal 2004. In addition, the pension changes in this contract will result in \$1,416,000 in fiscal 2004, which brings the total financial impact of this contract for fiscal 2004 to \$4,356,000.

As always, I am available to meet with the Finance Committee at your convenience to discuss this contract in more detail.

Sincerely,



Alex Prignano  
Director of Finance

Cc: Michael Clement, City Clerk  
City Council Members

December 18, 2001

Patricia McLaughlin  
Director of Administration  
Providence City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903

Re: **Providence Police Dept. Tentative 2001-04 Collective Bargaining Agreement**

Dear Ms. McLaughlin:

Enclosed please find a complete collective bargaining agreement recently negotiated between the City of Providence and the Providence Fraternal Order of Police, Lodge No. 3. In addition, enclosed please find amendments to the pension sections of the 1993-95, 1995-96, 1996-99 and 1999-01 collective bargaining agreements. These amendments incorporate the recent COLA language negotiated by the City for the 2001-04 contract and should also be submitted to the City Council as part of the entire ratification package.

It is my understanding that prior to the contract being submitted to the City Council for ratification, a fiscal note must be attached. Therefore, I am forwarding these documents to you and requesting that a fiscal note be prepared for purposes of submission to the City Council. Upon completion of the fiscal note, please submit the fiscal note along with the enclosed collective bargaining agreement and the other contract amendments to the City Council, to the attention of the chair of the finance committee.

If you have any questions regarding this matter, please feel free to contact me.

Very truly yours,



JEFFREY W. KASLE

JWK/kap

Enclosures

cc: Mayor Vincent A. Cianci Jr.  
Chief Richard T. Sullivan  
Officer Michael Marcoccio  
The Honorable John Lombardi  
Councilman Kevin Jackson

December 18, 2001

Mr. Alex Prignano  
Director of Finance  
Providence City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903

Re: **Providence Police Dept. Tentative 2001-04 Collective Bargaining Agreement**

Dear Mr. Prignano:

Enclosed please find a complete collective bargaining agreement recently negotiated between the City of Providence and the Providence Fraternal Order of Police, Lodge No. 3. In addition, enclosed please find amendments to the pension sections of the 1993-95, 1995-96, 1996-99 and 1999-01 collective bargaining agreements. These amendments incorporate the recent COLA language negotiated by the City for the 2001-04 contract and should also be submitted to the City Council as part of the entire ratification package.

It is my understanding that prior to the contract being submitted to the City Council for ratification, a fiscal note must be attached. Therefore, I am forwarding these documents to you and requesting that a fiscal note be prepared for purposes of submission to the City Council. Upon completion of the fiscal note, please submit the fiscal note along with the enclosed collective bargaining agreement and the other contract amendments to the City Council, to the attention of the chair of the finance committee.

If you have any questions regarding this matter, please feel free to contact me.

Very truly yours,



JEFFREY W. KASLE

JWK/kap

Enclosures

cc: Mayor Vincent A. Cianci Jr.  
Patricia McLaughlin, Director of Administration  
Chief Richard T. Sullivan  
Officer Michael Marcoccio  
The Honorable John Lombardi  
Councilman Kevin Jackson

# 1999-2001 Collective Bargaining Agreement

## ARTICLE XXI

### Section 1 – PENSION PLAN AND BENEFITS

#### A. Relationship with City of Providence Retirement System Ordinances

To the extent that any term or provision set forth in this Article XXI of this Agreement is inconsistent with or contrary to any term or provision set forth in any ordinance, resolution, or other law passed by the City and/or the City Council now or in the future (i.e. the City Ordinance concerning the City of Providence Retirement System), the term or provision set forth in this Article XXI shall supersede and take full precedence over the term or provision of the City Ordinance, resolution, or other law.

#### B. Pension Contributions

The pension contribution rate for all members of the bargaining unit shall be set at nine and one half (9½%) percent of a member's base salary (i.e. the salary and applicable increments/differentials as set forth in Article XIII, Section 1) and longevity.

#### C. Cost of Living Adjustments (COLA's)

All members of the bargaining unit who retire (on a service retirement, ordinary disability retirement, or accidental disability retirement), and the beneficiary of any member who is killed in the line of duty, shall receive a three (3%) percent compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received, which pension amounts shall be based upon a designated percentage of the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity). Payment of the three (3%) percent compounded COLA payments shall commence in the January immediately following the third (3<sup>rd</sup>) anniversary of the retiring member's retirement date.

Provided, however, in no event shall the monthly pension benefit payment that any retired member received as of September, 2001 (including whatever COLA amount that was included in said monthly pension benefit payment, if any), be reduced as a result of the terms and conditions set forth in this Section 1, Subsections (B) through (D) of this Article



**XXI**

**Notwithstanding the above, no retired member's annual pension benefit amount, including COLA, shall exceed the annual base salary of an active member of the same rank at which the retired member retired. In the event any retired member's annual pension amount exceeds said active member's annual base salary, that retired member's pension amount, including COLA, shall be frozen until it no longer so exceeds the active member's base salary.**

~~The City ordinance providing for retirement of employees of the City of Providence as it applies to members of the bargaining unit, shall inure to the benefit of the members of the bargaining unit and shall not be changed without the express written consent of the FOP.~~

~~In accordance with R.I.G.L. §28-9.2 *et seq.*, the parties agree to mediate and/or arbitrate the pension/COLA issues for this 1999-2001 Agreement.~~

## 1993-1995 Collective Bargaining Agreement

### ARTICLE XIX

#### Section 1 – PENSION PLAN AND BENEFITS

##### A. Members Covered:

The terms and conditions set forth in this Section 1, Subsections (B) through (D) of this Article XIX shall apply solely to those members of the bargaining unit who retired (on a service retirement, ordinary disability retirement, or accidental disability retirement), and to the beneficiary of any member who was killed in the line of duty, between July 1, 1993 and June 30, 1995 and who have executed the ( ) COLA Settlement Option Document ( ) and returned it to the ( ) proper authority ( ) on or before the date that is the latter of: (a) 60 days after the ratification of this Agreement by the City Council or (b) March 1, 2002.

##### B. Relationship with City of Providence Retirement System Ordinances:

To the extent that any term or provision set forth in this Article XIX of this Agreement is inconsistent with or contrary to any term or provision set forth in any ordinance, resolution, or other law passed by the City and/or the City Council now or in the future (i.e. the City Ordinance concerning the City of Providence Retirement System), the term or provision set forth in this Article XIX shall supersede and take full precedence over the term or provision of the City Ordinance, resolution, or other law.

##### C. Pension Contributions:

The pension contribution rate for all members of the bargaining unit shall be set at nine and one half (9½%) percent of a member's base salary (i.e. the salary and applicable increments/differentials as set forth in Article XII, Section 1) and longevity.

##### D. Cost of Living Adjustments (COLA's)

All members of the bargaining unit who retire (on a service retirement, ordinary disability retirement, or accidental disability retirement), and the beneficiary of any member who is killed in the line of duty, shall receive a three (3%) percent compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received, which pension amounts shall be based upon a designated percentage of the average of the retiring

member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity). Payment of the three (3%) percent compounded COLA payments shall commence in the January immediately following the third (3<sup>rd</sup>) anniversary of the retiring member's retirement date.

Provided, however, in no event shall the monthly pension benefit payment that any retired member received as of September, 2001 (including whatever COLA amount that was included in said monthly pension benefit payment, if any) be reduced as a result of the terms and conditions set forth in this Section 1, Subsections (B) through (D) of this Article XIX.

Notwithstanding the above, no retired member's annual pension benefit amount, including COLA, shall exceed the annual base salary of an active member of the same rank at which the retired member retired. In the event any retired member's annual pension amount exceeds said active member's annual base salary, that retired member's pension amount, including COLA, shall be frozen until it no longer so exceeds the active member's base salary.

The City ordinance providing for retirement of employees of the City of Providence as it applies to members of the bargaining unit, shall inure to the benefit of the members of the bargaining unit and shall not be changed without the express written consent of the FOP.

# 1995-1996 Collective Bargaining Agreement

## ARTICLE XIX

### Section 1 – PENSION PLAN AND BENEFITS

#### A. Relationship with City of Providence Retirement System Ordinances

To the extent that any term or provision set forth in this Article XIX of this Agreement is inconsistent with or contrary to any term or provisions set forth in any ordinance, resolution, or other law passed by the City and/or the City Council now or in the future (i.e. the City Ordinance concerning the City of Providence Retirement System), the term or provision set forth in this Article XIX shall supersede and take full precedence over the term or provision of the City Ordinance, resolution, or other law.

#### B. Pension Contributions

The pension contribution rate for all members of the bargaining unit shall be set at nine and one half (9½%) percent of a member's base salary (i.e. the salary and applicable increments/differentials as set forth in Article XII, Section 1) and longevity.

#### C. Cost of Living Adjustments (COLA's)

All members of the bargaining unit who retire (on a service retirement, ordinary disability retirement, or accidental disability retirement), and the beneficiary of any member who is killed in the line of duty, shall receive a three (3%) percent compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received, which pension amounts shall be based upon a designated percentage of the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity). Payment of the three (3%) percent compounded COLA payments shall commence in the January immediately following the third (3<sup>rd</sup>) anniversary of the retiring member's retirement date.

Provided, however, in no event shall the monthly pension benefit payment that any retired member received as of September, 2001 (including whatever COLA amount that was included in said monthly pension benefit payment, if any) be reduced as a result of the terms and conditions set forth in this Section 1, Subsections (B) through (D) of this Article XIX.

Notwithstanding the above, no retired member's annual pension benefit amount,

~~including COLA, shall exceed the annual base salary of an active member of the same rank at which the retired member retired. In the event any retired member's annual pension amount exceeds said active member's annual base salary, that retired member's pension amount, including COLA, shall be frozen until it no longer so exceeds the active member's base salary.~~

~~The City ordinance providing for retirement of employees of the City of Providence as it applies to members of the bargaining unit, shall inure to the benefit of the members of the bargaining unit and shall not be changed without the express written consent of the FOP.~~

## 1996-1999 Collective Bargaining Agreement

### ARTICLE XXI

#### Section 1 – PENSION PLAN AND BENEFITS

##### A. Relationship with City of Providence Retirement System Ordinances

To the extent that any term or provision set forth in this Article XXI of this Agreement is inconsistent with or contrary to any term or provision set forth in any ordinance, resolution, or other law passed by the City and/or the City Council now or in the future (i.e. the City Ordinance concerning the City of Providence Retirement System), the term or provision set forth in this Article XXI shall supersede and take full precedence over the term or provision of the City Ordinance, resolution, or other law.

##### B. Pension Contributions

The pension contribution rate for all members of the bargaining unit shall be set at nine and one half (9½%) percent of a member's base salary (i.e. the salary and applicable increments/differentials as set forth in Article XIII, Section 1) and longevity.

##### C. Cost of Living Adjustments (COLA's)

All members of the bargaining unit who retire shall (on a service retirement, ordinary disability retirement, or accidental disability retirement), and the beneficiary of any member who is killed in the line of duty, receive a three (3%) percent compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received which pension amounts shall be based upon a designated percentage of the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity). Payment of the three (3%) percent compounded COLA payments shall commence in the January immediately following the third (3<sup>rd</sup>) anniversary of the retiring member's retirement date.

Provided, however, in no event shall the monthly pension benefit payment that any retired member received as of September, 2001 (including whatever COLA amount that was included in said monthly pension benefit payment, if any) be reduced as a result of the terms and conditions set forth in this Section 1, Subsections (B) through (D) of this Article

**XXV**

**Notwithstanding the above, no retired member's annual pension benefit amount including COLA shall exceed the annual base salary of an active member of the same rank at which the retired member retired. In the event any retired member's annual pension amount exceeds said active member's annual base salary, that retired member's pension amount including COLA shall be frozen until it no longer so exceeds the active member's base salary.**

~~The City ordinance providing for retirement of employees of the City of Providence as it applies to members of the bargaining unit, shall inure to the benefit of the members of the bargaining unit and shall not be changed without the express written consent of the FOP.~~

~~In accordance with R.I.G.L. §28-9.2 *et seq.*, the parties agree to mediate and/or arbitrate the pension/COLA issues for this 1996-1999 Agreement.~~

## TENTATIVE AGREEMENT

This Tentative Agreement is made and entered into this 15<sup>th</sup> day of October, 2001 by and between the CITY OF PROVIDENCE ("City") and PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE ("FOP").

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I.G.L. §28-7 *et seq.* and §28-9.2 *et seq.*;

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement which Tentative Agreement shall form the basis for a Collective Bargaining Agreement effective from July 1, 2001 to June 30, 2004, and thereafter as provided, and which Tentative Agreement shall result in the settlement of various ongoing litigation and interest arbitrations between the parties;

WHEREAS, the Collective Bargaining Agreement resulting from this Tentative Agreement shall be subject to ratification by both the City's and the FOP's authorized ratifying bodies; and

WHEREAS, the parties hereto desire to codify their Tentative Agreement and be bound by the same.

THEREFORE, the parties agree as follows:

### 1. Article III, Section 8: (new section) "Seniority within the Investigative Division"

(A) Add a new section stating as follows:

#### "Section 8 – SENIORITY WITHIN THE INVESTIGATIVE DIVISION

In conjunction with Article IV, Section 3's (first paragraph) requirement that separate promotional examinations shall be given for promotions to the Detective Bureau of the Investigative Division, Youth Services Bureau (Juvenile Bureau) of the Investigative Division, and the Bureau of Criminal Identification ("BCI") of the Investigative Division, seniority within these Bureaus shall accrue and be maintained by the Department separate and distinct from one another."

### 2. Article IV, Section 3: "Promotional Procedures"

(A) Make the following changes to the third (3<sup>rd</sup>) full paragraph in Section 3:

"The procedures and requirements of this Article shall not apply to the promotion, transfer, *assignment, detail*, or other *non-promotional* 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.”

(B) Delete the following sentence from the third (3<sup>rd</sup>) to last paragraph in Section 3:

“Notwithstanding this requirement, the Chief of Police, in his discretion, may transfer, detail, or assign up to three (3) newly promoted sergeants and/or one (1) newly promoted lieutenant from each new promotional list without violating this Agreement.”

**3. Article V, Section 4: (new section) “Limitations upon Transfers, Details, and Assignments”**

(A) Create a new Section stating as follows:

**“Section 4 – LIMITATIONS UPON TRANSFERS, DETAILS, AND ASSIGNMENTS**

Any police officer hired on or after September 1, 2001 must serve a minimum of three (3) full years from his/her date of hire within the Uniform Patrol Bureau before becoming eligible to be transferred, detailed, or assigned (as those terms are defined in Section 3 above) or in any other way moved to any other position within the Police Department (other than to a light duty position pursuant to the terms and conditions of Article X, Section 10, or to departmental administrative duty pursuant to Article XIV, Section 5).”

**4. Article VII, Section 1: “Vacations”**

(A) Amend Section 1 as follows:

**“Section 1- VACATIONS**

*All members of the bargaining unit who were hired by the City of Providence Police Department prior to 9/1/01 shall be entitled to the following paid annual vacation allotments, with paid annual vacation allotments after the first year of employment accruing on January 1 of each year thereafter:*

**Employment Period:**

***Date of hire through the immediately following  
December 31 (first year of employment)***

***Second through ninth years of employment***

***Tenth through fourteenth years of employment***

***Fifteenth year of employment and over***

***All members of the bargaining unit who were hired by the City of Providence Police Department on or after 9/1/01 shall be entitled to the following paid annual vacation allotments, with paid annual vacation allotments after the first year of employment accruing on January 1 of each year thereafter:***

**Employment Period:**

***Date of hire through the immediately following  
December 31 (first year of employment)***

***Second year of employment***

***Third year of employment***

***Fourth through ninth years of employment***

***Tenth through fourteenth years of employment***

***Fifteenth year of employment and over***

**Vacation Allotment:**

***One and one third (1½) days  
per month, to a maximum of  
fifteen (15) days***

***Three (3) calendar weeks  
plus three (3) days, for a  
total of eighteen (18) days***

***Four (4) calendar weeks  
plus three (3) days, for a  
total of twenty-three (23)  
days***

***Five (5) calendar weeks plus  
three (3) days, for a total of  
twenty-eight (28) days***

**Vacation Allotment:**

***One half (½) day per month,  
to a maximum of six (6) days***

***Two (2) calendar weeks, for  
a total of ten (10) days***

***Three (3) calendar weeks,  
for a total of fifteen (15)  
days***

***Three (3) calendar weeks  
plus three (3) days, for a  
total of eighteen (18) days***

***Four (4) calendar weeks  
plus three (3) days, for a  
total of twenty-three (23)  
days***

***Five (5) calendar weeks plus  
three (3) days, for a total of  
twenty-eight (28) days***

~~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 fifteen (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 one and one-third (1 1/3) days furlough for every month of employment. For example, if appointed on June 20 of the year, the individual will receive eight (8) days furlough. If the individual was appointed prior to the fifteenth (15th) day of a particular month, the member would receive an additional day for that month."~~

## **5. Article VII, Section 2: "Seniority"**

(A) Rename and Rewrite Section 2 as follows:

### **"Section 2 – VACATION PICKS AND SENIORITY"**

Vacation shall be granted within each Bureau by shift and rank within shift in accordance with rank seniority. *In conjunction therewith, in order for any member of the bargaining unit to have his/her vacation picks governed by said seniority rule, said member should select a certain period of time for his/her annual vacation picks and submit said picks to his/her commanding officer during the month of December of the prior year. Any dates not selected by December 31 of the prior year will not be governed by the seniority rule and will be granted only on an availability basis.*

*Provided, however, nothing stated in this Section 2 shall be construed to preclude a member from using all of his/her annually allotted vacation days and/or from accumulating said days as described in this Agreement."*

## **6. Article VIII, Section 1: "Clothing Allowance"**

(A) Amend the Clothing Allowance list as follows:

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 <i>winter</i> jacket	1 breast badge
<b><i>1 Reflectorized traffic vest</i></b>	<b><i>1 wallet badge</i></b>
1 rain coat	1 handgun and ammunition
1 pair of handcuffs	<del>1 cartridge holder (12 rounds)</del>
1 handcuff case	1 Rules and Regulations Book
1 identification wallet	1 helmet (Traffic Bureau only)
with ID card	<del>1 250' measuring tape</del>
1 pepper mace	(Traffic Bureau only)
<b><i>1 100-foot measuring tape (Traffic Bureau only)</i></b>	
<b><i>1 Set of Protective Body Armor</i></b>	
<b><i>1 pair of motorcycle boots (Traffic Bureau only)</i></b>	
<b><i>1 extra weapon magazine and ammo as determined by the Department Armorer</i></b>	
<b><i>1 pair of equestrian riding boots (Mounted Unit only)</i></b>	

## **7. Article VIII, Section 2: "Clothing Maintenance Allowance"**

(A) Increase the allowance for all members of the bargaining unit as follows:

- from \$590.00 to \$700.00 as of 7/1/01 (i.e. for the 7/1/01-6/30/02 fiscal year),
- from \$700.00 to \$850.00 on 7/1/02 (i.e. for the 7/1/02-6/30/03 fiscal year), and
- from \$850.00 to \$1,000 on 7/1/03 (i.e. for the 7/1/03-6/30/04 fiscal year).

The \$700.00 payment due for the 7/1/01 through 6/30/02 fiscal year shall be offset by any gun allowance due and paid for that 7/1/01 through 6/30/02 fiscal year, if any said gun allowance payment was made.

(B) Change the title of Section 2 to "Clothing *and Equipment* Maintenance Allowance".

## **8. Article VIII, Section 3: "Gun Allowance"**

(A) Delete Section 3 in its entirety, thereby eliminating the \$50 gun allowance.

## 9. Article IX, Section 2: "Reasons for Sick Leave"

(A) Make the following changes to the first paragraph of Section 2, Subsection (E) (regarding the use of personal days):

"E. ~~Effective upon the ratification of this July 1, 1999 to June 30, 2001 Agreement by the City Council,~~ There shall be three (3) personal days per year to be deducted from a member's accumulated sick leave for which no specific reason shall be deemed necessary. A member of the bargaining unit must give notice of his/her intent to use a personal day at least ~~two (2)~~ **four (4)** hours prior to the beginning of his/her shift, in order to use said personal day. Furthermore, if a member either requests to use or gives notice of his/her intent to use a fourth (4th) personal day in a calendar year, he/she shall be charged with the use of a furlough day on that day off and shall receive a letter of warning from the Department notifying him/her that any further request(s) or notice(s) to use personal days in that calendar year shall result in the denial of said request or notice and the forfeiture of one day of salary if the officer fails to report for duty on that day."

## 10. Article X, Section 10: "Light Duty"

(A) Rewrite Subsection (B) ("Type of Work") as follows:

~~"There shall be three (3) uniform light duty positions, and two (2) non-uniform light duty positions. The three (3) uniform~~ **five (5)** light duty positions shall be utilized in the Radio Room, Municipal Court, ***Property/Evidence Room of the Police Department***, or in another position within the Police Department mutually agreed upon by the Chief of Police and the President of the Union. ~~The two (2) non-uniform light duty positions shall be utilized in the Property/Evidence Room of the Police Department, or in another position within the Police Department mutually agreed upon by the Chief of Police and the President of the Union.~~ Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician, or the neutral physician, under Sections 2(D) and 2(E) of this Article, where appropriate, regarding the eligibility for light duty."

## 11. Article XIII, Section 1: "Salaries"

(A) *For employees hired on or after 9/1/01 only*, change the current patrolman salary step increase time frames as follows:

### Current:

Grade 3 Officer: 0-12 months  
Grade 2 Officer: 13-18 months  
Grade 1 Officer: 19+ months

### New:

Grade 3 Officer: 0-18 months  
Grade 2 Officer: 19-30 months  
Grade 1 Officer: 31+ months

(B) The following Salary Increases (totaling 8%) shall be implemented for all members of the bargaining unit:

- Effective 7/1/01: 2% (with retroactive payments)
- Effective 7/1/02: 1½%
- Effective 1/1/03: 1½%
- Effective 7/1/03: 1½%
- Effective 1/1/04: 1½%

(C) Add the following paragraphs after the fourth (4<sup>th</sup>) paragraph of Section 1 (the paragraph following the salary scale) as follows:

“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.

*Effective 1/1/02, all members who have served less than five (5) full years on the Department and who work at least two (2) tours of duty on night relief 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; and all members who have served more than five (5) full years on the Department and who work at least two (2) tours of duty on night relief shall receive as salary an additional \$25.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.*

*Effective 1/1/03 and thereafter, all members who have served less than five (5) full years on the Department and who work at least two (2) tours of duty on night relief 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; and all members who have served more than five (5) full years on the Department and who work at least two (2) tours of duty on night relief shall receive as salary an additional \$50.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.*

*Effective 1/1/04 and thereafter, all members who have served less than five (5) full years on the Department and who work at least two (2) tours of duty on night relief 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; and all members who have served more than five (5) full years on the Department and who work at least two (2) tours of duty on night relief shall receive as salary an additional \$75.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.”*

**12. Article XV, Section 1: "Blue Cross and Physician's Service – Active Members"**

(A) *For employees hired on or after 9/1/01 only*, all health plans offered by the City shall include Prescription Plans with a \$5/\$10 co-payment plan, provided however the annual employee co-payment shall be capped at a maximum of \$600, with all additional co-payments paid by the City.

(B) *For all members hired prior to 9/1/01*, effective 1/1/02, all health plans offered by the City shall include Prescription Plans with a \$3/\$5 co-payment plan, provided however the annual employee co-payment shall be capped at a maximum of \$600, with all additional co-payments paid by the City; and effective 1/1/03, all health plans offered by the City shall include Prescription Plans with a \$5/\$10 co-payment plan, provided however the annual employee co-payment shall be capped at a maximum of \$600, with all additional co-payments paid by the City.

**13. Article XVI, All Sections (regarding Details)**

(A) Rewrite Article XVI for a more streamlined procedure regarding Details. *See the new detail language.*

*\*However, this issue shall be subject to a specific approval vote by the FOP body.*

**14. Article XXI, Section 1: "Pension Plan"**

(A) The following Pension provisions shall be incorporated into the Collective Bargaining Agreement:

- Effective upon the date of the ratification of the Agreement, but in no event later than 12/31/01, the pension contribution rate for all members shall be set at 8% (i.e. effective upon the date of the ratification of the Agreement, but in no event later than 12/31/01, the current 9½% contribution rate shall be reduced to 8%).
- All members' base pension amounts shall be based upon the average of the member's highest three (3) years of pay.

- **All employees hired on or after 9/1/01** shall receive pension payments (as pension payments are currently determined pursuant to the 1999-2001 Collective Bargaining Agreement, i.e. including longevity) based upon the following percentage increments of the three (3) year average amount referenced above:

50% after 20 years of service, with incremental increases as follows:

52%.....21 years	64%.....27 years
54%.....22 years	66%.....28 years
56%.....23 years	68%.....29 years
58%.....24 years	70%.....30 years
60%.....25 years	72%.....31 years
62%.....26 years	75%.....32+ years

- 
- <sup>Active</sup> **All members hired prior to 9/1/01** shall receive pension payments (as pension payments are currently determined pursuant to the 1999-2001 Collective Bargaining Agreement, i.e. including longevity) based upon the following percentage increments of the three (3) year average amount referenced above:

50% after 20 years of service, with incremental increases as follows:

52%.....21 years	64%.....27 years*
54%.....22 years	66%.....28 years
56%.....23 years	68%.....29 years
58%.....24 years	75%.....30 years
65%.....25 years	72%.....31 years
62%.....26 years*	80%.....32+ years

\*Notwithstanding, any member who retires on or before 3/1/02 with 26 or 27 years of service shall be entitled to retire at the new 65% pension rate. Thereafter, those years of service rates shall return to the 62% and 64% levels respectively.

- 
- All members who <sup>After 9/1/01</sup> retire shall receive a 3% compounded COLA on all annual pension amounts received.

- The 3% compounded COLA payments shall begin in the January immediately following the third (3<sup>rd</sup>) anniversary of the member's retirement.

- See COLAS →
- No retired member's pension amount, including COLA, shall exceed the base salary of an active member of the same rank at which the retired member retired. In the event any retired member's pension amount exceeds said active member's amount, that retired member's pension amount, including COLA, shall be frozen until it no longer exceeds said amount.

- The pension application process for service and disability retirements shall be fully incorporated into the CBA's, including the following provisions:



*fix wording to apply for option 4*

3-0x5



- No return of pension contributions to members who receive disability pensions.



- Information contained in a member's application for a disability retirement may not be used for any purpose other than that specific disability application.

*Retired After 9-1-01*

**15. Article XXII, Section 1: "Duration of Agreement"**

(A) The Agreement shall be for the three (3) years term beginning July 1, 2001, and ending June 30, 2004.

**16. Other Issues:**

(A) Issues concerning currently retired members:

- All members who retired on or after 12/19/91 (subsequent to the last effective date of the Consent Decree) shall receive a 3% compounded COLA on all annual pension amounts received, with said COLA payments to begin on 1/1/02.

- All members who retired on or after 12/19/91 (subsequent to the last effective date of the Consent Decree) shall receive a retroactive increase in their base pension amounts as if said members had received a 3% compounded COLA beginning in the January immediately following the third (3<sup>rd</sup>) anniversary of the member's retirement (i.e. if an officer retired in June, 1994, the pension base will be increased as if the 3% compounded COLA payments began in January, 1998) and based upon the average of the retired member's highest three (3) years of pay; however the increase shall be OFFSET by the amount that any retired member's base pension amounts may have already been increased by a 5% or 6% compounded COLA in the past, unless said base pension amounts were subsequently cut back to levels below what a 3% compounded COLA would have created; ~~but in no event shall any retired member's base pension amount be reduced from its current level~~ but, notwithstanding said offset to the pension base increase described above, in no event shall the monthly pension benefit payment that any retired member received as of September, 2001 (including whatever COLA amount that is currently included in said monthly pension benefit payment, if any) be reduced for future monthly pension benefit payments as a result of the terms and conditions of this Tentative Agreement.

- ~~Effective 1/1/02, no retired member shall receive a base pension payment (not including the COLA payment) less than \$1,000 (i.e. effective 1/1/02 any retired member whose base pension amount is less than \$1,000 shall have said amount increased to \$1,000, with the COLA payments to be calculated on said amount).~~

(B) Issues concerning ongoing lawsuits and interest arbitrations:

• The parties FOP and the City shall execute Dismissal Stipulations for the following actions:

- the 1995-1996 COLA interest arbitration
- the 1996-1999 COLA interest arbitration
- the 1999-2001 COLA interest arbitration
- the 2001-2002 FOP demand for interest arbitration
- the FOP's federal court COLA lawsuit in C.A. No. 01-048ML.

• The 1993-1995 unratified Collective Bargaining Agreement shall be amended so as to reflect the above pension/COLA issues; and further shall be ratified by the City Council.

• Upon ratification by the City Council, the current City of Providence pension/retirement ordinance shall be superseded by this Tentative Agreement and thereafter by the Collective Bargaining Agreement that arises from this Tentative Agreement to the extent that any part of said ordinance contradicts any term or condition of this Tentative Agreement.

• Nothing contained in this Tentative Agreement shall preclude any member who retired prior to 7/1/93 from pursuing separate actions (not involving the FOP) regarding pension and COLA benefits, provided however said retirees shall have only until 3/1/02 to decide whether to accept the terms and conditions of this Tentative Agreement and to release their rights to pursue separate actions, or to pursue said separate actions and release their rights to accept the terms and conditions of this Tentative Agreement.

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 15<sup>th</sup> day of OCTOBER, 2001.

Vincenta Bianchi  
CITY OF PROVIDENCE

By: Mayor

Randa L. Whitcomb  
WITNESS  
Michael J. [Signature]  
WITNESS

[Signature]  
PROVIDENCE LODGE #3,  
FRATERNAL ORDER OF POLICE

By: President

[Signature]  
WITNESS  
Randa L. Whitcomb  
WITNESS

## **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, ~~1999~~ 2001, 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 have 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. In addition to the above, after notification to the Chief of the Department (or his designee), a maximum of two (2) of the following persons: the President, Vice President, and/or Grievance Officer of the Union, shall be permitted time off for Union business, including but not limited to grievance arbitration, disciplinary arbitration and hearings, and attendance at court proceedings involving ~~the FOP~~ **Providence Lodge #3**.

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 the 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 referred to above ~~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. The City or Department representative shall present an "Internal Affairs Interrogation Rights Form" to any member who is ordered to answer such charges (a copy of which "Internal Affairs Interrogation Rights Form" is attached hereto as Exhibit "A" and incorporated herein by reference).

#### **Section 8 - UNION DUTIES**

The President of the Union and his/her designee shall be permanently assigned to Car 76. Car 76 shall be permanently assigned to non-specific duties, hours, beats, or posts. The President and his/her designee shall give adequate notice to his/her supervisor in event there is a change in either the hours of operation or shift to be worked by Car 76.

Either the President of the Union or his/her designee shall be counted toward the minimum manning of the Department and the shift on which he/she works.

### **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 and sergeants 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 and sergeants 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:

<u>Time Periods:</u>	<u>Number of Patrol Officers or Patrol Cars:</u>
7:00 a.m.--3:00 p.m.	20 car posts plus 1 wagon
3:00 p.m.--8:00 p.m.	20 patrol officers
8:00 p.m.--12:00 a.m.	27 patrol officers
12:00 a.m.--4:00 a.m.	27 patrol officers
4:00 a.m.--7:00 a.m.	18 patrol officers

The following shall be the schedule for the minimum number of sergeants required to be assigned to the streets and the desk in the Patrol Bureau.

<u>Time Periods:</u>	<u>Number of Sergeants:</u>
7:00 a.m.--3:00 p.m.	2 sergeants in street; 1 desk sergeant
3:00 p.m.--7:00 a.m.	3 sergeants in street; 1 desk sergeant



Car posts are to be filled by members of the Patrol Bureau only. Members assigned to the Traffic Bureau or any other bureau or division within the Department shall not be utilized in satisfying the minimum manning requirement set forth herein.

Whenever the level of manpower falls below that established above, the City shall be required to holdover/call back a sufficient number of patrol officers and sergeants to satisfy the minimum manning levels as set forth above. In such a situation, the first four (4) hours of the shift that requires the additional manpower (hereinafter "the short shift") shall be filled by holding over personnel from the previous shift. The last four (4) hours of the short shift shall be filled by calling back personnel from the short shift by utilizing officers who are on days off. In the event that the minimum manning levels cannot be filled for the last four (4) hours of the short shift as stated in the previous sentence, the City shall have the right to holdover/call back any patrol officer and/or sergeant to satisfy the minimum manning requirements of that shift.

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 shall not be eligible for call back under this provision for three (3) 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.~~ **the President of Providence Lodge #3.**

## **Section 2 - ACCUMULATION OF SENIORITY**

Department and/or Rank Seniority shall accumulate during absence because of a non-job related illness, non-job related injury, vacation, or other authorized leave, for a period of one (1) year. Department and/or Rank Seniority shall accumulate continuously and indefinitely during absence due to an IOD incapacity (i.e. job related illness, job related injury, etc.), pursuant to the provisions of R.I.G.L. §45-19-1.

## **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.

Furthermore, in the event that a police officer is moved to fill a vacancy in another car post for any period of time, said moving officer shall be chosen by the Department in the following order:

- A. First, the moving officer shall be the least senior officer who is on duty in the District being drawn from at that time, and who is not assigned to a steady bid car post.
- B. Second, in the event that an officer described in Subsection (A) above is not available, the moving officer shall be the least senior officer on that tour of duty.

In no event shall another officer be permitted or utilized to fill the moving officer's bid car post.

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 (3) beats and/or posts.

The City will post bids for filling vacant positions under this Section, which vacancies are created either by the transfer, assignment, promotion, retirement, resignation, or termination of an officer, no less than thirty (30) and no more than thirty-two (32) calendar days from the date the vacancy occurs.

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 have been on the shift in which the vacancy is determined to exist for a period of at least thirty (30) days prior to the vacancy occurring.

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 as the investigation is complete, (which investigation will be completed within a reasonable period of time not to exceed thirty (30) days) 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 (2) 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.

#### **Section 8 – SENIORITY WITHIN THE INVESTIGATIVE DIVISION**

**In conjunction with Article IV, Section 3's (first paragraph) requirement that separate promotional examinations shall be given for promotions to the Detective Bureau of the Investigative Division, Youth Services Bureau (Juvenile Bureau) of the Investigative Division, and the Bureau of Criminal Identification ("BCI") of the Investigative Division, seniority within these Bureaus shall accrue and be maintained by the Department separate and distinct from one another.**

### **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.

For purposes of this Section, the City must commence the promotional procedures set forth in Section 3 of this Article within sixty (60) days of the creation of a vacancy, and must complete these promotional procedures within one hundred and eighty (180) days of the creation of said vacancy, except in the case of circumstances beyond the control of the City which make completion within one hundred and eighty (180) days impossible. If said promotional procedures are not completed within the one hundred and eighty (180) day time period, the Department must fill said vacancy with call-back and/or overtime until the procedures are completed.

### **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. A separate promotional examination shall be given for promotions to the Detective Bureau, Juvenile Bureau, and BCI.

The following is a schedule of the number of years an individual must serve before being eligible to take the promotional exam for the rank in question.

<u>RANK:</u>	<u>YEARS OF SERVICE:</u>
Sergeant	Five (5) years as a Patrolman/Detective Patrolman
Lieutenant	Two (2) years as a Sergeant
Captain	Two (2) years as a Lieutenant
Detective Patrolman	Four (4) years as a Patrolman

The procedures and requirements of this Article shall not apply to the ~~promotion~~, transfer, **assignment, detail**, or other **non-promotional** 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. Procedure Governing the Administration of Promotional Examinations.**

This Subsection (A) shall govern the Police Department's administration of all promotional examinations, and shall be strictly adhered to by any and all parties associated with such administration.

**(1) Communications with the police testing service.**

As soon as a police testing service has been contracted to formulate and administer a written examination, the Department shall create and maintain a written log documenting the dates of, the subject of, and the names of the parties to all verbal or written communications between the police testing service and the Department which occur at any time until the examination process has been completed.

Upon written notification from the President of the Union or his designee to the Chief of the Department or his designee, a representative of the Union shall be permitted to view the communication log maintained by the Department at any time during or after the examination process. Said Union representative, in the presence of a designee of the Department who is authorized to contact the police testing

At no time prior to the date anticipated in Subparagraph (2) below shall any form of the written examination be delivered or forwarded through any means to the Department, including but not limited to sample written examinations, sample

examination questions and/or answers, lists of examination question numbers with corresponding source materials related to said questions, or any other document which directly or indirectly identifies the questions and/or answers of the examination. The delivery of such materials shall occur only pursuant to the process described below in Subparagraph (2). Upon the Department's engagement of the police testing service, the Department shall notify said service of the above prohibitions.

Furthermore, the Department shall request from the contracted police testing service upon completion and delivery of the written promotional examination through the process set forth below, a letter verifying that the examination complies with the requirements set forth in Subsection (B), Subparagraphs (1)(a) and (1)(c), which mandate that an equal number (twenty-five (25%) percent) of the questions on said examination are drawn from each of the four sources described therein. A copy of said letter shall be forwarded to both the Department and ~~the FOP~~ **Providence Lodge #3**.

**(2) Delivery of the written promotional examination.**

The written examinations referred to herein shall be directly delivered to U.P.S. by the contracted police testing service prior to delivery to the Department. U.P.S. shall be instructed to notify both the Department and the Union that the written examinations have arrived. The examinations shall remain sealed at U.P.S. offices until the date on which the examination is scheduled to be administered to all eligible candidates for the promotional examination.

On the date on which the written examination is scheduled to be administered, representatives from both the Department and the Union shall travel to U.P.S. to pick up the sealed package, but shall not open said package at that time. The representatives shall deliver the examination package, unopened and sealed, to the room in which the examination is to be administered, where the package shall be opened in front of the examination candidates and the examination administered immediately thereafter.

**B. Promotion to the Rank of Sergeant, Rank of Lieutenant, and Position of Detective Patrolman.**

This Subsection (B) 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) (a) 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 City of Providence. The information for the written examination shall come from four (4) sources: (a) Titles 11 and 12 of the Rhode Island General Laws; (b) Titles 3 and 31 of the Rhode Island General Laws; (c) Rules and Regulations, General Orders, and Memoranda of the Providence Police Department, and Ordinances of the City of Providence; and (d) a source to be determined by the City. In formulating the test an equal number of questions shall come from each of the four (4) sources. A member of the bargaining unit who is seeking promotion must receive a passing grade (i.e. 70%) on the written portion of the examination in order to be eligible for the promotion he/she is seeking. The written examination, once graded and received by the City, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same. This process shall take place before the promotional list is posted.

(b) For promotion to the rank of Detective Patrolman within the Bureau of Criminal Identification, 85% of said promotional examination shall consist of one hundred (100) multiple choice and true and false type questions, and shall be administered by the Providence Police Department. The information for the written examination shall come from reference sources selected by the Providence Police Department. A member of the bargaining unit who is seeking promotion must receive a passing grade (i.e. 70%) on the written portion of the examination in order to be eligible for the promotion he/she is seeking. The written examination, once

graded and received by the City, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same. This process shall take place before the promotional list is posted.

(c) For promotion to the rank of Detective Patrolman within the Detective Bureau and the Youth Service Bureau, 85% of said promotional examination shall consist of a written examination comprised of one hundred (100) multiple choice and true and false type questions. Said written examination shall be administered by a university or college selected by the City. The information for the written examination shall come from the following sources: (a) Title 3, Title 11, and Title 12 of the Rhode Island General Laws, and selected sources of the Code of Ordinances of the City of Providence; (b) Rules and Regulations, General Orders, and Memoranda of the Providence Police Department; (c) The Providence Police Investigators Manual, and the Attorney General's Law Enforcement Training Manual "Understanding Family Court and Juvenile Delinquency", and (d) a source to be determined by the City. A member of the bargaining unit who is seeking promotion must receive a passing grade (i.e. 70%) on the written portion of the examination in order to be eligible for the promotion he/she is seeking. The written examination, once graded and received by the City, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same. This process shall take place before the promotional list is posted.

(d) Any grievance regarding the grading of written examination questions under this Subsection (B) shall be conducted through the "Expedited Grievance Procedure" set forth in Article XIV, Section 3 of this Agreement.

Provided, however, if the police testing service forwards a letter pursuant to Subsection (A), Subparagraph (1) to the Department, with a copy to ~~the FOP~~ **Providence Lodge #3**, verifying that the written examination complies with the requirement in Subsection (B), Subparagraphs (1)(a) and (1)(c) that an equal number

(twenty-five (25%) percent) of the questions on said examination are drawn from each of the four designated sources, then said letter will constitute conclusive evidence that the examination was appropriately and legitimately constructed pursuant to the applicable terms of the Agreement and no grievance will be filed with the Department challenging the equalization requirement. Furthermore, in the event that the filing, processing, and/or resolution of any grievance causes a change in the equalization of the percentages of the written examination questions' sources (i.e. if the requirement of twenty-five (25%) percent from each of the four sources described is no longer satisfied), then the examination shall remain intact and shall not be required to be re-administered due to said change.

- (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 Subparagraph (1) above, the Chief of Police shall

deliver to the President of ~~the F.O.P. Providence Lodge #3~~ 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. Providence Lodge #3~~ 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.

A member of the bargaining unit promoted to the rank of sergeant or lieutenant shall be required to serve in the Patrol Bureau of the Uniform Division for not less than one (1) year before being eligible to be transferred, detailed, or assigned within the Department. ~~Notwithstanding this requirement, the Chief of Police, in his discretion, may transfer, detail, or assign up to three (3) newly promoted sergeants and/or one (1) newly promoted lieutenant from each new promotional list without violating this Agreement.~~

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.

**C. Promotion to the Rank of Captain.**

This Subsection (C) shall apply to promotions to the rank of Captain. Promotions to the rank of Captain shall be made in accordance with the provisions of Subsections (A) and (B) above, with the following exceptions, which shall supersede any inconsistent provisions set forth in Subsection (B) above.

(1) The written examination shall account for 35% of the candidate's total score. 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. The remaining 15 points shall be divided in the same manner as set forth in Subsections (B)(2) and (B)(3) above, i.e., 5 points maximum - seniority, 5 points maximum - education, and 5 points maximum - service points.

Any grievance regarding the grading of written examination questions under this Subsection (C) shall be conducted through the "Expedited Grievance Procedure" set forth in Article XIV, Section 3 of this Agreement. Provided, however, if the police testing service forwards a letter pursuant to Subsection (A), Subparagraph (1) to the Department, with a copy to ~~the FOP~~ **Providence Lodge #3**, verifying that the written examination complies with the requirement in Subsection (B), Subparagraphs (1)(a) and (1)(c) that an equal number (twenty-five (25%) percent) of the questions on said examination are drawn from each of the four designated sources, then said letter will constitute conclusive evidence that the examination was appropriately and legitimately constructed pursuant to the applicable terms of the Agreement and no grievance will be filed with the Department challenging the equalization requirement. Furthermore, in the event that the filing, processing, and/or resolution of any grievance causes a change in the equalization of the percentages of the written examination questions' sources (i.e. if the requirement of twenty-five (25%) percent from each of the four sources described is no longer satisfied), then the examination shall remain intact and shall not be required to be re-administered due to said change.

(2) (a) The oral evaluation board, all participating candidates for promotion, and the

oral evaluation process referred to in Subparagraph (1) above, shall be videotaped, in their entirety, by an independent, licensed court reporting service.

(b) The original videotape shall be contained in a sealed envelope, and shall be held in the office of the City of Providence city solicitor. A copy of said original videotape shall be contained in a sealed envelope, and shall be held by the independent video recording service for a period of one (1) year, unless otherwise advised in writing, and by certified mail, by either the City or Providence Lodge #3, that said copy shall be preserved by the video recording service, in anticipation of litigation. The party notifying the video recording service that said copy shall be preserved, shall also notify the party not making said demand, in writing and by certified mail, of said demand. In such case, the copy shall be held by the video recording service for an indefinite period of time.

(c) Each Providence Police Officer selected as an evaluator pursuant to Subparagraph (1) above, shall set forth a written analysis of his/her reasons for making his/her individual decisions regarding each candidate for promotion.

(d) Any disputes between the parties which may arise from the process described in Subparagraphs (2)(a), (b), or (c) above, shall be resolved through the "Expedited Grievance Procedure" set forth in Article XIV, Section 3 of this Agreement. Grievances arising from the process described in Subparagraphs (2)(a), (b), or (c) above must set forth in writing the specific reason(s) why the member believes that he/she has been aggrieved by the oral evaluation process.

#### **Section 4 - NEW POSITIONS**

Any newly created position involving a promotion in rank, except positions of officers in the Investigative Division, shall be filled according to the provisions 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.

Police Officers shall not be utilized as matrons or as men's detention workers 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 (6) months or less. Unless otherwise agreed between the parties, an officer may be detailed once during any twelve (12) month period.

**"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.

#### **Section 4 – LIMITATIONS UPON TRANSFERS, DETAILS, AND ASSIGNMENTS**

**Any police officer hired on or after September 1, 2001 must serve a minimum of three (3) full years from his/her date of hire within the Uniform Patrol Bureau before becoming eligible to be transferred, detailed, or assigned (as those terms are defined in Section 3 above) or in any other way moved to any other position within the Police Department (other than to a light duty position pursuant to the terms and conditions of Article X, Section 10, or to Departmental Administrative Duty pursuant to Article XIV, Section 5).**

### **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 (37½) 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 (2) days off. The tours of duty shall be as following:

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 (1½) 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 forty (40) hours in any calendar week as a result of his acceptance of voluntary details under Article XVI 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 workweek shall be compensated for at the rate of time and one-half (1½). 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 quarter (1¼) 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 three (3) months, members covered by this Agreement may be required to report one (1) hour before or after their tour of duty 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.

## **Section 8 – DEPARTMENTAL PERSONNEL INSPECTION**

The parties agree that the Chief of Police shall be permitted to conduct a uniform

inspection of the eligible men and women of the Police Department no more than two (2) times per contract year. Each uniform inspection shall be scheduled at the discretion of the Chief of Police, provided, however, the Chief shall provide notice of the specific date and time of the uniform inspection to the eligible members of the Department at least one (1) week prior to the date of the inspection. Said notice of the date and time of the uniform inspection shall be published, in writing, in locations which best assure that all eligible members of the Department are properly notified; and shall be announced at roll-calls and Departmental meetings within the pertinent time frame. Furthermore, such uniform inspections shall not be scheduled on any of the holidays enumerated in this Agreement or on any other legal holiday.

Each uniform inspection shall be scheduled so as to permit the Chief of Police to inspect all eligible members of the Department in uniform, and such inspections shall be conducted at the Police Department Headquarters, or at an alternate location to be designated by the Chief of Police. A uniform inspection shall last no longer than two (2) hours from the announced starting time of the inspection. For purposes of this Section, "eligible members" who are subject to mandatory attendance at uniform inspections shall mean all on-duty and off-duty members of the Department except for the following:

- (a) members who are scheduled for or on furlough leave on the date of the inspection if said furlough leave was scheduled prior to the date the notice was published;
- (b) members who are scheduled for or on a personal day on the date of the inspection if said personal day was scheduled prior to the date the notice was published;
- (c) members who are on Injured-On-Duty status or sick leave on the date of the inspection; and
- (d) members who are unable to attend the inspection due to their police duties, as ordered by the Chief of Police.

Members of the Department who attend a uniform inspection shall not receive any additional compensation or pay for reporting to said inspection.

## **ARTICLE VII**

### **Section 1- VACATIONS**

**All members of the bargaining unit who were hired by the City of Providence Police Department prior to September 1, 2001 shall be entitled to the following paid annual vacation allotments, with paid annual vacation allotments after the first year of employment accruing on January 1 of each year thereafter:**

<b><u>Employment Period:</u></b>	<b><u>Vacation Allotment:</u></b>
<b><u>Date of hire through the immediately following December 31 (first year of employment)</u></b>	<b><u>One and one third (1<math>\frac{1}{3}</math>) days per month, to a maximum of fifteen (15) days</u></b>
<b><u>Second through ninth years of employment</u></b>	<b><u>Three (3) calendar weeks plus three (3) days, for a total of eighteen (18) days</u></b>
<b><u>Tenth through fourteenth years of employment</u></b>	<b><u>Four (4) calendar weeks plus three (3) days, for a total of twenty-three (23) days</u></b>
<b><u>Fifteenth year of employment and over</u></b>	<b><u>Five (5) calendar weeks plus three (3) days, for a total of twenty-eight (28) days</u></b>

**All members of the bargaining unit who were hired by the City of Providence Police Department on or after September 1, 2001 shall be entitled to the following paid annual vacation allotments, with paid annual vacation allotments after the first year of employment accruing on January 1 of each year thereafter:**

<b><u>Employment Period:</u></b>	<b><u>Vacation Allotment:</u></b>
<b><u>Date of hire through the immediately following December 31 (first year of employment)</u></b>	<b><u>One half (<math>\frac{1}{2}</math>) day per month, to a maximum of six (6) days</u></b>
<b><u>Second year of employment</u></b>	<b><u>Two (2) calendar weeks, for a total of ten (10) days</u></b>
<b><u>Third year of employment</u></b>	<b><u>Three (3) calendar weeks, for a total of fifteen (15) days</u></b>

**Fourth through ninth years of employment**

**Three (3) calendar weeks plus three (3) days, for a total of eighteen (18) days**

**Tenth through fourteenth years of employment**

**Four (4) calendar weeks plus three (3) days, for a total of twenty-three (23) days**

**Fifteenth year of employment and over**

**Five (5) calendar weeks plus three (3) days, for a total of twenty-eight (28) days**

~~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 fifteen (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 one and one third (1 1/3) days furlough for every month of employment. For example, if appointed on June 20 of the year, the individual will receive eight (8) days furlough. If the individual was appointed prior to the fifteenth (15th) day of a particular month, the member would receive an additional day for that month.~~

**Section 2 – VACATION PICKS AND SENIORITY**

Vacation shall be granted within each Bureau by shift and rank within shift in accordance with rank seniority. **In conjunction therewith, in order for any member of the bargaining**



**unit to have his/her vacation picks governed by said seniority rule, said member should select a certain period of time for his/her annual vacation picks and submit said picks to his/her commanding officer during the month of December of the prior year. Any dates not selected by December 31 of the prior year will not be governed by the seniority rule and will be granted only on an availability basis.**

**Provided, however, nothing stated in this Section 2 shall be construed to preclude a member from using all of his/her annually allotted vacation days and/or from accumulating said days as described in this Agreement.**

## **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 (2) weeks provided his entitlement is three (3) weeks or more; if not, then he may only select one (1) week during said period. The intent of this section is to permit any member of the bargaining unit to have at least one (1) week's vacation during said period.

## **Section 4 - VACATION ACCUMULATION**

A. Any member of the bargaining unit may accumulate up to six (6) calendar weeks ~~(thirty (30) days)~~ vacation. Said accumulated vacation may, at the option of the member, be taken in subsequent years or may be taken prior to retirement.

In addition, pursuant to Section 1 of this Article members may earn up to a maximum of twenty eight (28) vacation days in any one (1) calendar year. Thus, a member who is entitled to twenty eight (28) vacation days in any one (1) year, and who has accrued the maximum of six (6)

weeks (thirty (30) days) vacation pursuant to this Section, has a maximum of fifty eight (58) vacation days available in that year. Effective January 1, 1999, any vacation days in excess of six (6) weeks (thirty (30) days) which are available in any one (1) year must be taken by the member prior to the end of that year or said excess days shall be lost. (For example, if a member has fifty eight (58) vacation days available in any one (1) year, said member must use at least twenty eight (28) of those days or the remainder of those twenty eight (28) days shall be lost. Thus, said member may only accumulate thirty (30) days in that year to carry over to the following year.)

If a member in his/her final year of employment (retirement year) is entitled to receive twenty eight (28) days in that year, and has accrued and carried over from the previous year the maximum of six (6) weeks (thirty (30) days) vacation, then said member shall have a maximum of fifty eight (58) vacation days available in that year. The member may elect to take any number of these fifty eight (58) vacation days in the retirement year and to receive a lump sum payment for all remaining days; or the member may elect to take none of these vacation days in the retirement year and to receive a lump sum payment for all fifty eight (58) days, provided said member retired prior to the completion of the vacation year. Said lump sum payment shall be based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments, and shall be due and payable upon the member's actual retirement or upon his death if prior to retirement.

B. (1) Notwithstanding the language set forth in Subsection (A) above, for those members who, as of June 30, 1998, ~~have~~ had accumulated any number of vacation days over and above thirty (30) days (without regard for the thirty (30) day maximum set forth above), said accumulated amount above thirty (30) days will be kept in a "bank" labeled **"Vacation Bank #1"**.

**For Example:**

On June 30, 1998 a police officer with 17 years in the Department had accumulated 100 vacation days (72 days as of 12/31/97 including a carryover of 30 days from 1997, added to 28 days accrued on 1/1/98). The calculation of the officer's accumulated vacation time to be added to **"Vacation Bank #1"** shall be as follows:

The 30 vacation days carried over from the previous year, 1997, and the officer's 28 vacation days accrued in 1998 (assuming none of these 28 days are used) are subtracted from the total of 100 accumulated vacation days. Therefore, as of 7/1/98 the officer would have 42 vacation days available to be placed into **"Vacation Bank**

**#1". (i.e. 100 total accumulated vacation days minus 30 carryover days from 1997 equals 70 days. 70 vacation days minus 28 vacation days accrued for use in 1998 equals 42 vacation days available to go into "Vacation Bank #1".)**

**"Vacation Bank #1" shall be kept separate from vacation days accrued on or after July 1, 1998, and shall not be subject to the accumulation limitations set forth in this Section.**

**"Vacation Bank #1" may not be increased on or after July 1, 1998, and any amount of accumulated vacation days used from "Vacation Bank #1" after this date shall be deducted from the total amount in said "bank". Any vacation days remaining in "Vacation Bank #1" as of the date of a member's retirement shall be paid to said member in a lump sum payment based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments, and shall be due and payable upon the member's actual retirement or upon his death if prior to retirement.**

**(2) Furthermore, effective July 1, 1998, any vacation days which ~~are~~ were accrued during calendar year 1998 only; but, not used during calendar year 1998, shall not be added to "Vacation Bank #1".**

**The member's compensation for these vacation days (accrued but unused during calendar year 1998) shall be calculated as follows:**

**The member's average daily rate of pay as of 7/1/98, as set forth in ~~this~~ the 1996-1999 Agreement, in the rank he/she held as of 7/1/98 not including overtime, multiplied by the number of unused said vacation days accrued but not used in calendar year 1998.**

**This provision shall not apply to vacation days accrued but unused in any other calendar year other than 1998. The member shall receive compensation for these days upon separation from service. Members shall document vacation days accrued but unused during calendar year 1998 on a two part document attached hereto and incorporated by reference as Exhibit "B". One form shall be placed in the member's personnel file (201 File) at the Providence Police Headquarters. A second form shall be given to the member. The form shall indicate the average daily rate of pay, the rank of the member at the time the vacation was accrued but unused during calendar year 1998 and shall be counter-signed by the Chief or his designee for said member.**

**~~Any member who has selected vacation time between 9/15/98 and 12/31/98 may not modify his/her request without the prior written consent of the Chief of Police.~~**

Compensation set forth in Paragraph (B)(2) above shall be in addition to Severance Pay as referred to throughout this Agreement.

C. Finally, again notwithstanding the language set forth in Subsection (A) above, any vacation days not taken by an officer due to a written directive of the Department and/or the City shall not be lost, regardless of the accumulation limitations set forth in this Section above. Said vacation days shall be added to "***Vacation Bank #2***", regardless of the number of days already accrued in said "Bank". The addition of such vacation days to "***Vacation Bank #2***" shall be the only exception to the six (6) week ~~(thirty)~~ **(30 days)** accumulation maximum imposed upon said "Bank" by this Section. For purposes of this Section, any Departmental directive denying an officer requested vacation time must be in writing.

Any vacation days remaining in "***Vacation Bank #2***" as of the date of a member's retirement shall be paid to said member in a lump sum payment based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments, and shall be due and payable upon the member's actual retirement or upon his death if prior to retirement.

D. 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 winter jacket	1 breast badge
<b>1 Reflectorized traffic vest</b>	<b>1 wallet badge</b>
1 rain coat	1 handgun and ammunition
1 pair of handcuffs	<del>1 cartridge holder (12 rounds)</del>
1 handcuff case	1 Rules and Regulations Book
1 identification wallet	1 helmet (Traffic Bureau only)
with ID card	<del>1 250' measuring tape</del>
1 pepper mace	<del>(Traffic Bureau only)</del>
<b>1 100-foot measuring tape (Traffic Bureau only)</b>	
<b>1 Set of Protective Body Armor</b>	
<b>1 pair of motorcycle boots (Traffic Bureau only)</b>	
<b>1 extra weapon magazine and ammo as determined by the Department Armorer</b>	
<b>1 pair of equestrian riding boots (Mounted Unit only)</b>	

The City shall have available a sufficient number of riot helmets for immediate use by the members assigned to a shift during a disturbance.

The City shall furnish uniforms for its honor guard. These honor guard uniforms shall include but not be limited to a dress blouse, a Sam Brown belt, breeches, and boots.

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 Two Hundred (\$200.00) Dollars per year, effective July 1, 1998. 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 AND EQUIPMENT MAINTENANCE ALLOWANCE**

All members of the bargaining unit shall be entitled to a "clothing and equipment maintenance allowance" in the amount of ~~Five Hundred Ninety (\$590.00) Dollars per year, effective July 1, 1998~~ **Seven Hundred (\$700.00) Dollars per year effective for the fiscal year July 1, 2001 through June 30, 2002; Eight Hundred and Fifty (\$850.00) Dollars per year effective for the fiscal year July 1, 2002 through June 30, 2003; and One Thousand (\$1,000.00) Dollars per year effective for the fiscal year July 1, 2003 through June 30, 2004 and fiscal years thereafter. The Seven Hundred (\$700.00) Dollar "clothing and maintenance allowance" due and payable for the fiscal year July 1, 2001 through June 30, 2002 shall be offset by any amount of "gun allowance" paid, if any, for said July 1, 2001 through June 30, 2002 fiscal year. Such** ~~The~~ **"clothing and equipment maintenance allowance"** shall be paid to all members of the bargaining unit who are members of the Department as of July 1 ~~of the applicable fiscal year~~, and said amount together with the amount referred to in Section 1 hereof shall be paid to each member no later than August 15 ~~of the applicable fiscal year~~.

### Section 3 ~~GUN ALLOWANCE~~

~~Members of the bargaining unit shall be paid the sum of Fifty (\$50.00) Dollars 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; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members of the bargaining unit. In order to be eligible to receive an additional ninety (90) days' sick leave from the Commissioner of Public Safety, the member must first have exhausted all of his/her sick leave.

~~Effective upon the ratification of this July 1, 1999 to June 30, 2001 Agreement by the City Council,~~ In addition, three (3) days per year of the accumulated fifteen (15) days shall be considered personal days in accordance with Article IX Section 2(E).

For the purposes of the computation under Section 3 of this Article (re: Severance Pay), a member of the bargaining unit may accumulate one hundred forty (140) sick days and one half (½) of all sick days accumulated over and above one hundred forty (140) days. Notwithstanding, any member who accumulated in excess of one hundred forty (140) sick days as of December 31, 1998 or during the time period commencing January 1, 2000 and ending on December 14, 2000 (the date

~~of the City Council's upon the date of the ratification of this Agreement the 1999-2001 Collective Bargaining Agreement~~), shall not carry said excess days over for severance pay purposes. However, nothing contained herein shall preclude a member from accumulating in excess of one hundred forty (140) sick days for purposes other than severance pay, and for sick leave only.

## **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.

E. ~~Effective upon the ratification of this July 1, 1999 to June 30, 2001 Agreement by the City Council,~~ There shall be three (3) personal days per year to be deducted from a member's accumulated sick leave for which no specific reason shall be deemed necessary. A member of the bargaining unit must give notice of his/her intent to use a personal day at least ~~two (2)~~ **four (4)** hours



prior to the beginning of his/her shift, in order to use said personal day. Furthermore, if a member either requests to use or gives notice of his/her intent to use a fourth (4th) personal day in a calendar year, he/she shall be charged with the use of a furlough day on that day off and shall receive a letter of warning from the Department notifying him/her that any further request(s) or notice(s) to use personal days in that calendar year shall result in the denial of said request or notice and the forfeiture of one day of salary if the officer fails to report for duty on that day..

Notwithstanding the foregoing, personal days may be granted on the following days only at the discretion of the Chief subject to written application to the Chief at least thirty (30) days in advance:

July 3rd, 4th, 5th	--	All Shifts
Thanksgiving	--	All Shifts
Christmas Eve	--	All Shifts
Christmas Day	--	All Shifts
New Years Eve	--	Night Shifts
New Years Day	--	Day Shift

Members will not be allowed to use personal days on those days when they are required to perform other police duties (e.g. court appearance) except for private details.

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 ( $1\frac{1}{4}$ ) days per month, accumulative to a maximum of one hundred forty (140) days and one half ( $\frac{1}{2}$ ) of all sick days accumulated over and above one hundred forty (140) days. Payment for said accumulated sick days shall be due and payable

upon the said member's actual retirement, voluntary separation from employment, or upon his death if prior to retirement. However, nothing contained in this Section shall be construed to vest a member with the right to accumulate sick leave days in excess of one hundred forty (140) days for severance pay purposes if said excess days were accrued prior to December 31, 1998 or were accrued within the time period commencing January 1, 2000 and ending **on December 14, 2000 (the date of the City Council's upon the date of the ratification of this Agreement the 1999-2001 Collective Bargaining Agreement)**.

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 (4) 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.

#### **Section 5 - ATTENDANCE BONUS**

The City shall pay an attendance bonus in the amount of five hundred dollars (\$500.00) to any Member who uses no sick leave days in any calendar year pursuant to Section 2(A) of this

Article (personal illness or incapacity), Section 2(B) of this Article (care for ill household family members), Section 2(C) of this Article (enforced quarantine), and Section 2(D) of this Article (death of relatives other than those set forth in Section 4). The use of any or all of the three (3) allotted personal days pursuant to Section 2(E) of this Article, or the use of any bereavement days pursuant to Section 4 of this Article, shall not preclude a member from receiving the attendance bonus if he/she meets the requirements set forth in the sentence above.

Payment of said attendance bonus for each calendar year shall commence on or before January 20 of the following calendar year, beginning in January, 2001 (covering the calendar year January 1, 2000 to December 31, 2000).

#### **Section 6 - DONATION OF ACCUMULATED SICK LEAVE AND VACATION TIME**

A member of the bargaining unit may elect to donate any accumulated sick leave time or vacation time to another member of equal or lower rank within the Department. A member may not donate such accumulated time to another member of higher rank within the Department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay.

In order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must be: (a) suffering from a non-IOD related illness or injury (including but not limited to Maternity pursuant to Article X of this Agreement); (b) absent from work for attendance upon members of the family within the household of the member whose illness requires the care of such member for a period of time in excess of fifteen (15) days; or (c) absent from work pursuant to Section 4 of this Article for a period of time in excess of four (4) days. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must first have exhausted all of his/her sick leave time and vacation time.

In order for a member to be eligible to donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit", as utilized by the Department. Furthermore, any member who elects to donate his/her accumulated sick leave time or vacation time shall lose all rights and interest in said days.

## **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 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. Any member of the bargaining unit injured while driving, walking or otherwise commuting to and/or from work, including but not limited to a detail, shall not be entitled to IOD benefits as set forth in this Section 1 of Article X, unless: (a) the member has been called back to duty and ordered to report directly to a particular location other than the Providence Police Station or one of its sub-districts; or (b) the member becomes engaged in performing police work for and on behalf of the City during the commute in accordance with the terms of Article X Section 1.

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 therefore.

### **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. In the event that the Police Department physician advises the Chief in writing that in his opinion a member of the bargaining unit who is being carried IOD is able to return to work, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Police Department's physician.

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 is able to return to work, then the member shall be required to be examined at St. Joseph's Corporate Care, with the results therefrom being conclusive on the parties. For purposes of this Subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XIV) with regard to any report or results received from St. Joseph's Corporate Care concerning the member's physical condition and/or the member's capability of returning to work. The cost of the examination at St. Joseph's Corporate Care shall be paid for by the City.

Neither the City or any of its representatives, nor the Union or any of its representatives shall

communicate ex parte with any physician or other representative of St. Joseph's Corporate Care regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives communicates ex parte with any physician or other representative of St. Joseph's Corporate Care, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with any physician or other representative of St. Joseph's Corporate Care, then the opinion of the Police Department physician shall be binding.

City medical examinations and examinations at St. Joseph's Corporate Care shall be scheduled during the treating physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the treating physician's normal business hours. If the member's normal tour of duty coincides with the treating physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the treating physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from St. Joseph's Corporate Care indicating that the member is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment at St. Joseph's Corporate Care, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X, Section 1 until such time that the member is examined at St. Joseph's Corporate Care.

Appointments scheduled at St. Joseph's Corporate Care shall be with physicians specializing in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician which/who specializes in the area of the complaint or injury as suffered by the member. Said facility or physician shall be mutually agreed upon by both the member's physician and the

Police Department's physician. In the case of the physician, he/she shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

In the event St. Joseph's Corporate Care should cease to exist and become unable to provide any services required under this Section, then an alternate physician or medical facility shall be selected from a previously agreed upon list of six (6) alternate physicians or medical facilities. The above list of alternate physicians or medical facilities shall be comprised of physicians or medical facilities selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians or medical facilities. All provisions set forth in this Section regarding St. Joseph's Corporate Care shall apply equally to any alternate physician or medical facility chosen pursuant to this paragraph.

E. 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. In the event that the Police Department's physician advises the Chief that in his opinion the present condition is not related to the member's previous injury, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. thirty (30) days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Police Department's physician.

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 the member shall be required to be examined at St. Joseph's Corporate Care, with the results therefrom being conclusive on the parties. For purposes of this Subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XIV) with regard to any report or results received from St. Joseph's Corporate Care concerning the member's physical condition, and/or the member's capability of returning to work. The cost of the examination at St. Joseph's Corporate Care shall be

paid for by the City.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with any physician or other representative of St. Joseph's Corporate Care regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives communicates ex parte with any physician or other representative of St. Joseph's Corporate Care, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with any physician or other representative of St. Joseph's Corporate Care, then the opinion of the Police Department physician shall be binding.

City medical examinations and examinations at St. Joseph's Corporate Care shall be scheduled during the treating physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the treating physician's normal business hours. If the member's normal tour of duty coincides with the treating physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the treating physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from St. Joseph's Corporate Care indicating that the member's present condition is not related to the previous injury, or that the member is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment at St. Joseph's Corporate Care, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X, Section 1 until such time that the member is examined at St. Joseph's Corporate Care.

Appointments scheduled at St. Joseph's Corporate Care shall be with physicians specializing in the area of the complaint or injury as suffered by the member. In the event there is no such



specialist, then the member shall be seen at a recognized medical facility or by a recognized physician which/who specializes in the area of the complaint or injury as suffered by the member. Said facility or physician shall be mutually agreed upon by both the member's physician and the Police Department's physician. In the case of the physician, he/she shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

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.

In the event St. Joseph's Corporate Care should cease to exist and become unable to provide any services required under this Section, then an alternate physician or medical facility shall be selected from a previously agreed upon list of six (6) alternate physicians or medical facilities. The above list of alternate physicians or medical facilities shall be comprised of physicians or medical facilities selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians or medical facilities. All provisions set forth in this Section regarding St. Joseph's Corporate Care shall apply equally to any alternate physician or medical facility chosen pursuant to this paragraph.

### **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.

The City further agrees that it will pay all medical expenses, doctors' fees and other related expenses on behalf of any member who has retired where such expenses are incurred as a result of the recurrence of an injury or illness the member received while in the employ of the City and for which the member received benefits under Article X, Section 1 (IOD benefits); provided, however, that there shall be deducted therefrom any amounts which the member may receive by virtue of other medical coverage. In the event that the City questions whether or not the injury or illness is a

"recurrence", then the parties shall be governed by the terms and conditions as set forth in Article X, Section 2E in deciding the issue of "recurrence".

The City will also pay all medical expenses, doctors' fees and other related expenses on behalf of any member who is placed on the disability pension list where such expenses are incurred as the result of the injuries or illness which caused the member to be placed on the disability pension list or which related to any recurrence of said injury or illness for which the member was placed on the disability pension list; provided, however, that there should be deducted therefrom any amounts which the member may receive by virtue of other medical coverage. In the event that the City questions whether or not the injury or illness is a "recurrence", then the parties shall be governed by the terms and conditions as set forth in Article X, Section 2E in deciding the issue of "recurrence".

#### **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.

It is further agreed that the City will pay all medical and hospital expenses 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 a member of his/her family and where such contagious disease was contracted as a result of said employee's exposure to contagious disease 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 Seven Thousand, Five Hundred (\$7,500.00) Dollars, effective on the date of the final ratification of this Agreement; 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.

The Stress Unit shall be staffed by three (3) members of the bargaining unit on a part-time basis.

## **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.

## **Section 10 - LIGHT DUTY**

### **A. Establishment**

There shall be established a maximum of five (5) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is neither the City's nor the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined, pursuant to Sections 2(D) and 2(E) of this Article, that said member is medically certified to be capable of light duty and is expected to fully recover and return to his/her full police duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task.

### **B. Type of Work**

~~There shall be three (3) uniform light duty positions, and two (2) non uniform light duty positions.~~ The ~~three (3) uniform~~ **five (5)** light duty positions shall be utilized in the Radio Room, Municipal Court, **Property/Evidence Room of the Police Department**, or in another position within the Police Department mutually agreed upon by the Chief of Police and the President of the Union. ~~The two (2) non uniform light duty positions shall be utilized in the Property/Evidence Room of the Police Department, or in another position within the Police Department mutually agreed upon by the Chief of Police and the President of the Union.~~ Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician, or the neutral physician, under Sections 2(D) and 2(E) of this

Article, where appropriate, regarding the eligibility for light duty.

**C. Hours of Work**

The light duty work shall be performed on a five (5) day, seven (7) hour per day basis, Monday through Friday, during the normal business hours of 8:00 A.M. to 3:30 P.M., including a one half (½) hour lunch break. The member shall receive as a salary no more or less than the rate of pay he/she received prior to going on IOD status, unless said member is entitled to a promotion while on IOD status, in which case said member shall receive upon promotion the new, increased rate of pay. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

**D. On The Job Injuries**

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Sections 2(D) and 2(E) of this Article, to be capable of light duty, will accept a light duty assignment if one is available.

Furthermore, light duty shall be assigned on a seniority basis so that the most junior eligible member shall be first assigned to light duty. Notwithstanding, if a senior member is currently assigned to light duty, he/she shall not be removed from said assignment if a junior member becomes eligible for light duty thereafter.

**E. Non-Job Related Injuries**

Light duty shall secondly be offered to members who are disabled from performing duties as a police officer as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a police officer with a non-job related injury from a light duty position in order to fill that assignment with a police officer who is capable of light duty work and who is on IOD status pursuant to Sections 2(D) and 2(E) of this Article.

**F. Length of Light Duty Assignment**

A member shall not be assigned to light duty for a period of longer than twelve (12) months commencing on the date of his/her assignment to light duty unless otherwise agreed by the President or Vice President of the Union. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury, and all the time periods for assignment to light duty shall follow this initial ninety (90) day calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member.

#### **Section 11 - MATERNITY LEAVE**

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by a medical doctor of the member's pregnancy, the member may temporarily transfer to the Human Resources Bureau. The member at her discretion may then work the normal hours worked in the Human Resources Bureau; shall receive as a salary the rate of pay she received prior to going on Maternity Leave, unless said member is entitled to a promotion while on Maternity Leave, in which case said member shall receive upon promotion the new, increased rate of pay; and shall be allowed to accrue "comp days" at a rate of one (1) day per week. Said "comp time" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Comp time" shall be used before any other form of leave as provided for in the collective bargaining agreement, and any "comp time" not used prior to the termination of Maternity Leave shall be lost. Upon termination of Maternity Leave the member shall be returned to her original assignment.

### **ARTICLE XI**

#### **Section 1 - FAMILY AND MEDICAL LEAVE ACT**

This Article is intended to supplement and not supersede the policies and provisions set forth elsewhere in this Agreement. Any discrepancies between the policies and provisions of this Article and any other policy or provision of this Agreement shall be resolved in accordance with and in

favor of those policies and provisions set forth elsewhere in the Agreement. Furthermore, nothing contained in this Article is intended to replace, supersede, or supplant the IOD policies set forth in Article X of this Agreement.

When a bargaining unit member is granted leave of absence, uses sick leave, is out due to injury, or is otherwise away from work under either Article IX, Sections 2A, B, or C, or Article X, Sections 1, 2A, 2B, 2E, or 6, or for a reason as identified in the Federal Family and Medical Leave Act of 1993 (FMLA), such time away from work shall be categorized as FMLA leave. In addition to the reasons set forth in Article IX and X above, FMLA leave shall be for:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition (described below) of the employee.

A serious health condition shall include, but is not limited to a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider or a condition which requires continuing assisted living in one's home.

The length of FMLA leave shall be maximum of twelve (12) weeks (in alternating years 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of leave. For purposes of this provision, FMLA leave will run concurrently with any other leave for which a police officer may be eligible. Nothing contained herein shall abridge and/or modify any applicable state or federal law(s).

## **ARTICLE XII**

### **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 XIII

### Section 1 - SALARIES

#### A. Salary Scale.

Salaries for all uniformed members of the City of Providence Police Department shall reflect the following increases during the period of this Agreement:

- Effective 7/1/01: a 2% salary increase (with retroactive payments to 7/1/01)
- Effective 7/1/02: a 1½% salary increase
- Effective 1/1/03: a 1½% salary increase
- Effective 7/1/03: a 1½% salary increase
- Effective 1/1/04: a 1½% salary increase.

The City agrees to pay the base salary portion of retroactive monies due from the July 1, 2001 ~~two (2%) percent 3.25% salary increase and the 3.75% salary increase~~ within thirty (30) days of the City Council's ratification of this Agreement. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, ~~FOP~~ Providence Lodge #3 membership dues, etc.) due from the July 1, 2001 ~~two (2%) percent 3.25% salary increase and the 3.75% salary increase~~ within sixty (60) days of the City Council's ratification of this Agreement.

The salary increases and retroactive payments shall be paid to all members who were employed on the effective dates of the increases, notwithstanding whether or not any member(s) retire prior to the execution and ratification of this ~~Tentative~~ Agreement; and if a member so retires his/her pension payments shall reflect the appropriate salary increase(s). ~~This provision shall not be construed to establish a practice or precedent with respect to any other Collective Bargaining Agreement by and between the parties, and shall be used solely for purposes of this July 1, 1999 to June 30, 2001 Collective Bargaining Agreement.~~

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

<u>Position</u>	<u>7/1/01</u> <u>(2.0%)</u>	<u>7/1/02</u> <u>(1.5%)</u>	<u>1/1/03</u> <u>(1.5%)</u>	<u>7/1/03</u> <u>(1.5%)</u>	<u>1/1/04</u> <u>(1.5%)</u>
Third Grade Patrol Officer	\$776.02	\$787.66	\$799.47	\$811.46	\$823.63
Second Grade Patrol Officer	\$793.79	\$805.70	\$817.79	\$830.06	\$842.51
First Grade Patrol Officer	\$843.86	\$856.52	\$869.37	\$882.41	\$895.65
Sergeant	\$968.06	\$982.58	\$997.32	\$1,012.28	\$1,027.46
Lieutenant	\$1,056.86	\$1,072.71	\$1,088.80	\$1,105.13	\$1,121.71
Captain	\$1,137.70	\$1,154.77	\$1,172.09	\$1,189.67	\$1,207.52



**\* For purposes of the above salary scale only, Patrol Officer grades are defined as follows:**

**a. For all members of the bargaining unit hired prior to September 1, 2001:**

- *Third Grade Patrol Officers* are Patrol Officers upon appointment through the completion of their twelfth (12<sup>th</sup>) month of employment;
- *Second Grade Patrol Officers* are Patrol Officers between their thirteenth (13<sup>th</sup>) month of employment and the completion of their eighteenth (18<sup>th</sup>) month of employment; and
- *First Grade Patrol Officers* are Patrol Officers after the completion of their eighteenth (18<sup>th</sup>) month of employment.

**b. For all members of the bargaining unit hired on or after September 1, 2001:**

- *Third Grade Patrol Officers* are Patrol Officers upon appointment through the completion of their eighteenth (18<sup>th</sup>) month of employment;
- *Second Grade Patrol Officers* are Patrol Officers between their nineteenth (19<sup>th</sup>) month of employment and the completion of their thirtieth (30<sup>th</sup>) month of employment; and
- *First Grade Patrol Officers* are Patrol Officers after the completion of their thirtieth (30<sup>th</sup>) month of employment.

<u>Position</u>	<u>7/1/99</u>	<u>1/1/00</u>	<u>7/1/00</u>
		<del>(3.25%)</del>	<del>(3.75%)</del>
<u>Patrolmen Upon Appointment</u>	<u>\$710.22</u>	<u>\$733.30</u>	<u>\$760.80</u>
<u>Patrolmen After 12 Months</u>	<u>\$726.49</u>	<u>\$750.10</u>	<u>\$778.23</u>
<u>Patrolmen After 18 Months</u>	<u>\$772.31</u>	<u>\$797.41</u>	<u>\$827.31</u>
<u>Sergeant</u>	<u>\$885.98</u>	<u>\$914.77</u>	<u>\$949.08</u>
<u>Lieutenant</u>	<u>\$967.25</u>	<u>\$998.69</u>	<u>\$1,036.14</u>
<u>Captain</u>	<u>\$1,041.19</u>	<u>\$1,075.07</u>	<u>\$1,115.39</u>

#### **B. Night Relief Salary Increment.**

For purposes of this Subsection (B), a member of the bargaining unit shall be considered a member of the "night reliefs" who is thereby eligible to receive the "night relief salary increment" described below, if said member works at least two (2) full tours of duty (i.e. shifts) in between the hours of 3:00 P.M. and 8:00 A.M. in a regular work week (i.e. in either a four (4) day on and two (2) day off schedule or a five (5) day on and two (2) day off schedule).

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.~~

**Effective 1/1/02, all members of the bargaining unit who have served less than five (5) full years on the Department and who are 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; and all members of the bargaining unit who have served more than five (5) full years on the Department and who are members of the night reliefs shall receive as salary an additional \$25.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.**

**Effective 1/1/03, all members of the bargaining unit who have served less than five (5) full years on the Department and who are 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; and all members of the bargaining unit who have served more than five (5) full years on the Department and who are members of the night reliefs shall receive as salary an additional \$50.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.**

**Effective 1/1/04 and thereafter, all members of the bargaining unit who have served less than five (5) full years on the Department and who are 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; and all members of the bargaining unit who have served more than five (5) full years on the Department and who are members of the night reliefs shall receive as salary an additional \$75.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.**

**C. Other Salary Increments.**

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 K-9 Bureau shall receive in addition to the above scheduled wages, nine (9%) percent additional compensation for the care provided for K-9 dogs.

All members in the BCI, Detective Bureau and Youth Bureau shall receive in addition to the above scheduled wages, twelve (12%) percent additional compensation.

Any member of the bargaining unit who is either transferred or detailed into one of the foregoing nine (9%) percent or twelve (12%) percent 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 twelve (12%) percent bureaus or divisions shall lose the nine (9%) percent or twelve (12%) percent 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**

The following schedule shall apply for members hired on or before June 30, 1998:

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 5th year	0%
6th through 10th year	8%
11th through 15th year	9%
16th through 20th year	10%
21st year and over	11%

The following schedule shall apply for members hired on or after July 1, 1998:

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 5th year	0%
6th through 10th year	7%
11th through 15th year	8%
16th through 20th year	9%
21st 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. Effective July 1, 1998, a member must have completed his/her fifth (5th), tenth (10th), fifteenth (15th), or twentieth (20th) year of service in order to be eligible to receive the respective increases in longevity as of July 1.

## **ARTICLE XIV**

### **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) 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 of 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 or any other certified arbitration association as agreed upon by the parties in writing.

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 by the non-prevailing party unless otherwise mutually agreed in writing.

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 or any other certified arbitration association as agreed upon by the parties in writing 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 - EXPEDITED GRIEVANCE PROCEDURE**

Grievances of members of the bargaining unit arising under Article IV, Section 3(B)(1), Article IV, Section 3(C)(1), or Article IV, Section 3(C)(2) of this Agreement shall be handled in accordance with the following "Expedited Grievance Procedure", and shall not be handled in accordance with the grievance procedure set forth in Section 2 of this Article:

A. If, after attending a Departmental promotional examination review session, a member of the bargaining unit disputes the correction of a promotional examination question, said member shall submit to the Chief of the Department, or his designee, a written explanation of said dispute within one (1) week from the date of the review session. The member shall also submit a copy of said grievance to the Union. The written explanation shall set forth the member's reasoning for disputing the question, and shall cite any applicable source material supporting the member's dispute.

B. The Department shall submit the grievance to the developer of the examination within three (3) business days from the date of the receipt of the grievance from the member.

C. The developer shall issue a written decision within four (4) business days from the date of the receipt of the grievance from the Department. Upon the receipt of any written or verbal communication and/or decision from the examination developer regarding the grievance, the Department shall immediately notify the Union of the communication and its contents, and if said communication was in writing the Department shall immediately provide a copy to the Union. The decision of the examination developer shall be final and binding upon all parties.

D. For purposes of grievances arising under Article IV, Section 3(C)(2) of this Agreement, if a member of the bargaining unit disputes the evaluation and/or scoring of an oral examination, any grievance must be filed in accordance with the procedures set forth in Subsections (A), (B), and (C) of this Section above, except that the grievance must set forth in writing the

specific reason(s) why the member believes that he/she has been aggrieved by the oral evaluation process; must be filed within one (1) week of the receipt of the written analyses from the members of the oral evaluation board; and the "oral evaluation board" shall take the place of the "developer of the examination" in deciding the grievance. The decision of the oral evaluation board regarding the grievance shall be final and binding upon all parties.

#### **Section 4 - 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 Rhode Island General Laws.

Any employee 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 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 employee 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 under Article XIV.

#### **Section 5 – DEPARTMENTAL ADMINISTRATIVE DUTY**

The Department may place a member of the bargaining unit on so-called "administrative duty" within the confines of the Police Department's Headquarters, to be served on any tour of duty notwithstanding the member's regular tour of duty, for the following reasons:

- A. In the event of a state, federal, and/or Departmental investigation involving the member's use of deadly force during the performance of his/her duties as a police officer; and/or
- B. In the event that the member is under investigation pursuant to, or the Department has recommended disciplinary action against the member pursuant to the Rhode Island Law Enforcement Officers' Bill of Rights, subject to a hearing thereunder; and/or
- C. Any other reason determined by the Chief of Police to necessitate administrative duty.



In the event the Department places a member on administrative duty for one (1) of the reasons set forth above, said member shall not be entitled to request, receive, accept, or work any private duty detail under Article XVI of this Agreement until said investigation and/or the Bill of Rights process has concluded. Members who are charged under the Bill of Rights, and who subsequently are found wholly or partially not guilty and have any recommended disciplinary action wholly or partially rescinded after completion of the Bill of Rights process (through settlement or full hearing), shall be entitled to receive as part of any resulting reimbursement of lost salary and/or benefits, a sum of private duty detail pay equal to the sum received by said member for private duty details worked by the him/her during the period of time prior to the commencement of administrative duty which period was equal in duration to the period of time during which the administrative duty lasted and during which period the member was eligible to work private duty details.

**For Example:**

If due to a Bill of Rights investigation and/or hearing a member is placed on administrative duty for a period of four (4) months from May 1 through August 31, he/she earns no private duty detail pay for that period. If the member succeeds in the Bill of Rights process and is reimbursed with lost benefits, he/she will be entitled to receive a sum of private duty detail pay which is equivalent to the sum of private duty detail pay he/she earned during the immediately preceding four months that said member was eligible to work private duty details. (i.e. if the member was eligible to work details from January 1 through April 30 then those four (4) months shall be used.)

**ARTICLE XV**

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

A. For all members of the bargaining unit hired on or before June 30, 1998, the City agrees to assume, under a managed benefits program, 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 -- \$100 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 (See Section 3 below for a description of the Blue Cross Prescription Drug Rider provision applicable to this Health Care Plan)
6. Vision Care Rider
7. Medical Emergency Rider
8. Full Time Student to 25 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.

A detailed list of the health care benefits provided under this Section 1(A) is attached hereto as Exhibit "C" and incorporated herein by reference.

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.

The City shall have the right to change health benefit providers during the term of this Agreement so long as all covered benefits identified herein are offered by the new provider.

B. The City agrees to add City Blue Coast to Coast health care ("Coast to Coast" shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), either individual or family coverage, as an option to the list of current medical providers for active members who were hired on or before June 30, 1998. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).

Such members may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to active members. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to active members who were hired on or before June 30, 1998, as set forth above. Nothing contained

herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

C. All members of the bargaining unit who were hired on or after July 1, 1998 shall receive City Blue Coast to Coast health care ("Coast to Coast shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), either individual or family coverage, with Prescription Plan. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).

A detailed list of the health care benefits provided under Section 1(B) and 1(C) above (i.e. City Blue Coast to Coast) is attached hereto as Exhibit "D" and incorporated herein by reference.

## **Section 2 - BLUE CROSS AND PHYSICIANS' SERVICE - RETIREES**

A. For all retired members of the bargaining unit who were hired on or before June 30, 1998, 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. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).

A detailed list of the health care benefits provided under this Section 2(A) is attached hereto as Exhibit "C" and incorporated herein by reference.

Members of the bargaining unit who retire on or after July 1, 1992 shall receive the same benefits as set forth in the preceding paragraph with the following exceptions: (a) the managed benefits program may be implemented; (b) the major medical deductible may be increased from \$50.00 to \$100.00; (c) the City shall have the right to change health benefit providers so long as all covered benefits identified herein are offered by the new provider.

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.

B. The City agrees to add City Blue Coast to Coast health care ("Coast to Coast shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), either individual or family coverage, as an option to the list of current medical providers for retired members who were hired on or before June 30, 1998. **(See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).**

Retirees may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to retired members. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to retired members who were hired on or before June 30, 1998, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

The health care coverage/plan(s) referenced in this Subsection (B) shall be the same coverage/plan(s) which were in effect when said retired member was an active employee.

C. All members of the bargaining unit who were hired on or after July 1, 1998, and who retire either on regular or disability retirement, shall receive City Blue Coast to Coast health care ("Coast to Coast shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), for individual coverage only. **(See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).** Retired members will be allowed to purchase, at the retired member's expense, spousal coverage at the City's rate, and the City will agree to pay any rate increase over and above the cost of the spousal portion in all years after the member completes one year of retirement.

The health care coverage/plan(s) referenced in this Subsection (C) shall be the same

coverage/plan(s) which were in effect when said retired member was an active employee. Furthermore, the spouse of any retired member covered under this Subsection (C) who dies shall receive from the City the health care coverage (individual coverage only) that was provided by the City to said retired member prior to his/her death.

### **Section 3 – BLUE CROSS PRESCRIPTION DRUG PROGRAMS**

**The Blue Cross Prescription Drug coverage plans/riders described in this Section 3 shall be applicable to all Blue Cross Health Care Plans described in Sections 1 and 2 above.**

**A. All members of the bargaining unit hired prior to September 1, 2001 shall be covered by the following Blue Cross Prescription Drug coverage plans/riders:**

**(i) In between July 1, 2001 and December 31, 2001, the Blue Cross Prescription Drug coverage plans/riders shall be those in effect under the prior, 1999-2001 Collective Bargaining Agreement;**

**(ii) Effective January 1, 2002, the Blue Cross Prescription Drug coverage plan/rider shall be the program that includes a \$3 generic drug / \$5 non-generic drug co-payment plan with an annual employee co-payment cap of \$600, with all co-payments over and above \$600 required to be paid by the City; and**

**(iii) Effective January 1, 2003, the Blue Cross Prescription Drug coverage plan/rider shall be the program that includes a \$5 generic drug / \$10 non-generic drug co-payment plan with an annual employee co-payment cap of \$600, with all co-payments over and above \$600 required to be paid by the City.**

**B. All members of the bargaining unit hired on or after September 1, 2001 shall be covered by the Blue Cross Prescription Drug coverage plan/rider that includes a \$5 generic drug / \$10 non-generic drug co-payment plan with an annual employee co-payment cap of \$600, with all co-payments over and above \$600 required to be paid by the City.**

**C. Any member of the bargaining unit who retires shall upon retirement and thereafter receive the Blue Cross Prescription Drug coverage plan/rider in effect for said**

member on his/her date of retirement.

#### **Section 3 4 - 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 coverage on Delta Dental benefits on either individual or family plans, with the member paying the additional premiums himself.

#### **Section 4 5 - LIFE INSURANCE**

The City shall pay for life insurance in the amount of Fifty Thousand (\$50,000) Dollars of the equivalent on the life of each member of the bargaining unit.

The City shall pay for life insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars for each member of the Bargaining Unit who dies from injuries sustained while in the line of duty.

#### **Section 5 6 - PROFESSIONAL LIABILITY INSURANCE**

The City shall provide for each member of the bargaining unit professional liability insurance coverage in the amount of Five Hundred Thousand (\$500,000) Dollars 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 7 - 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.

Effective January 1, 1993, the City shall also contribute to a supplemental legal services fund established by ~~the FOP~~ **Providence Lodge #3** to supplement the above-referenced legal coverage at a cost of Seventy-Five Thousand (\$75,000.00) Dollars per year. Said fund shall be payable within twenty (20) days of the signing of this Agreement. ~~The FOP~~ **Providence Lodge #3** agrees that the

above-referenced legal service coverage shall not be used by a member who may become involved in a legal dispute with the City.

#### **Section 7 8 - HEALTH CARE COVERAGE FOR MEMBERS' DOMESTIC PARTNERS**

The City shall provide the applicable health insurance coverage set forth and described above in Section 1 (covering Active Members) for the domestic partner of any member of the bargaining unit, as the term "domestic partner" is defined by the health care coverage provider. Provided, however, said member and his/her domestic partner must satisfy each and every requirement for such health care coverage as may be established from time to time by the health care coverage provider, including but not limited to the completion and execution of the affidavits attached hereto.

#### **Section 8 9 - EMPLOYEE ASSISTANCE PROGRAM TRUST FUND**

Effective July 1, 2000, the City shall contribute \$5,000 per year to the Providence Fraternal Order of Police, Lodge #3 Employee Assistance Program Trust Fund, which funds shall be used for the training of the administrators of the Program and for assistance to members enrolled in the program. Said funds shall be payable on the first day of July in each calendar year.

The Union agrees that prior to the receipt of the first payment of the \$5,000 sum it shall submit to the City a Trust Document that establishes the EAP Trust Fund.

### **ARTICLE XVI**

#### **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 (1 1/2) 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 the rate of pay of a First Grade Patrol Officer ~~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 (1/2) hour shall

be considered as one (1) 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 of 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, 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 (30) 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**

A. Failure to Appear at Detail

B. Refusing to Accept More Than Three Detail Assignments in a 6 Week Period of Time

##### **PENALTY**

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.

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 (3) 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 (3) 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~~ **Providence Lodge #3** 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 XVI apply.

All members who do not fall within the Uniform Division shall be considered members of the 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 Article XVI 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 XVII**

#### **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 XVIII**

#### **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.

Each police vehicle (marked and unmarked) shall contain a fire extinguisher.

## **ARTICLE XIX**

### **Section 1 - CHILD OF POLICE OFFICER**

Effective July 1, 1996, the City of Providence and the Providence Police Department will give preference for appointment to the Providence Police Department to the child of any police officer who is killed, or dies from line of duty injuries, or is permanently disabled due to heart disease in accordance with R.I.G.L. §45-19-1 et seq., including paraplegia and quadriplegia, and is placed on accidental disability pension; provided said child meets all physical and mental qualifications for appointment and passes any examinations required of applicants.

## **ARTICLE XX**

### **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 XXI**

### **Section 1 – PENSION PLAN AND BENEFITS**

#### **A. Relationship with City of Providence Retirement System Ordinances.**

**To the extent that any term or provision set forth in this Article XXI of this Agreement is inconsistent with or contrary to any term or provision set forth in any ordinance, resolution, or other law passed by the City and/or the City Council (i.e. the City Ordinance concerning the City of Providence Retirement System), the term or provision set forth in this Article XXI**

shall supersede and take full precedence over the term or provision of the City Ordinance, resolution, or other law.

**B. Pension Contributions.**

Effective upon the date of the ratification of this Agreement, but in no event later than 12/31/01, the pension contribution rate for all members of the bargaining unit shall be set at eight (8%) percent of a member's base salary (i.e. the salary and applicable increments/differentials as set forth in Article XIII, Section 1) and longevity.

**C. Pension Plan Benefits.**

Any member of the bargaining unit who has attained the earlier of age fifty-five (55) or the age at which he/she has completed twenty (20) years of service with the City may opt to retire on a service retirement. The pension benefits payable upon receipt of a service retirement shall be based upon a designated percentage of the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity).

The designated percentage utilized to calculate a retiring member's pension benefits shall be based upon the retiring member's eligible years of service (completed years of service plus any eligible military years of service purchased by the retiring member), as follows:

**1. For members of the bargaining unit hired on or after September 1, 2001:**

<b><u>Eligible Years of Service:</u></b>	<b><u>Designated Percentage:</u></b>
Prior to 20 years of service	2½% per year
20 years of service	50%
21 years of service	52%
22 years of service	54%
23 years of service	56%
24 years of service	58%
25 years of service	60%
26 years of service	62%
27 years of service	64%
28 years of service	66%
29 years of service	68%
30 years of service	70%

31 years of service	72%
32 years of service and over	75%

**2. For members of the bargaining unit hired prior to September 1, 2001:**

<b>Eligible Years of Service:</b>	<b>Designated Percentage:</b>
Prior to 20 years of service	2½% per year
20 years of service	50%
21 years of service	52%
22 years of service	54%
23 years of service	56%
24 years of service	58%
25 years of service	65%
26 years of service	62%
27 years of service	64%
28 years of service	66%
29 years of service	68%
30 years of service	75%
31 years of service	72%
32 years of service and over	80%

*\*Notwithstanding the above scale, any member of the bargaining unit hired prior to September 1, 2001 who retires on or before the date that is the latter of: (a) 60 days after the ratification of this Agreement by the City Council, (b) March 1, 2002, or (c) 30 days after the retiring member's receipt of his/her actuarial calculations from the City if and only if said member applied to retire prior to the latter of the dates set forth in (a) and (b) above, and who so retires with 26 or 27 eligible years of service shall be entitled to retire at the 65% pension rate. Thereafter, members who retire with 26 or 27 years of service shall receive the indicated percentage (i.e. 62% or 64% respectively).*

**D. Cost of Living Adjustments (COLA's)**

All members of the bargaining unit who retire shall receive a three (3%) percent compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received. Payment of the three (3%) percent compounded COLA payments shall commence in the January immediately following the third (3<sup>rd</sup>) anniversary of the retiring member's retirement date.



Notwithstanding the above, no retired member's annual pension benefit amount, including COLA, shall exceed the annual base salary of an active member of the same rank at which the retired member retired. In the event any retired member's annual pension amount exceeds said active member's annual base salary, that retired member's pension amount, including COLA, shall be frozen until it no longer so exceeds the active member's base salary.

The City ordinance providing for retirement of employees of the City of Providence as it applies to members of the bargaining unit, shall inure to the benefit of the members of the bargaining unit and shall not be changed without the express written consent of the FOP.

In accordance with R.I.G.L. §28-9.2 *et seq.*, the parties agree to mediate and/or arbitrate the pension/COLA issues for this 1999-2001 Agreement.

## **Section 2 – DISABILITY RETIREMENT**

### **A. Accidental Disability Pensions.**

Any member of the bargaining unit who retires pursuant to an **Accidental Disability Pension** (upon his/her application or upon the application of the Chief of Police) under the rules set forth in the City Ordinance governing the City of Providence Retirement System shall be entitled to the receipt of an annual pension in the amount of sixty-six and two-thirds (66⅔%) percent of the amount that equates to the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity), as well as any other pension amounts set forth in the City Ordinance governing the City of Providence Retirement System in effect as of the date of the ratification of this Agreement. In addition, said member shall be entitled to the receipt of the COLA set forth in Section 1, Subsection (D) above.

Furthermore, with respect to any member who retires pursuant to an **Accidental Disability Pension**, in light of said member's receipt of an unreduced pension in the amount of sixty-six and two-thirds (66⅔%) percent of retirement pay (as defined above), said member shall not be entitled to the receipt of his/her accumulated pension contributions in any form, including but not limited to a lump sum or an actuarially calculated annuity.

**B. Ordinary Disability Pensions.**

Any member of the bargaining unit who retires after ten (10) but less than twenty (20) years of service pursuant to an Ordinary Disability Pension (upon his/her application or upon the application of the Chief of Police) under the rules set forth in the City Ordinance governing the City of Providence Retirement System shall be entitled to the receipt of an annual pension consisting of a designated percentage (two and one quarter (2¼%) percent times the retiring member's eligible years of service; i.e. completed years of service plus any eligible military years of service purchased by the retiring member; as set forth below) of the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity), as well as any other pension amounts set forth in the City Ordinance governing the City of Providence Retirement System in effect as of the date of the ratification of this Agreement.

The percentages utilized to calculate a retiring member's Ordinary Disability Pension benefits shall be as follows:

<u>Eligible Years of Service:</u>	<u>Designated Percentage:</u>
10 years of service	22.50%
11 years of service	24.75%
12 years of service	27%
13 years of service	29.25%
14 years of service	31.50%
15 years of service	33.75%
16 years of service	36%
17 years of service	38.25%
18 years of service	40.50%
19 years of service	42.75%

In addition to the above benefits, said member shall be entitled to the receipt of the COLA set forth in Section 1, Subsection (D) above.

Any member of the bargaining unit who retires after twenty (20) or more years of service pursuant to an Ordinary Disability Pension (upon his/her application or upon the application of the Chief of Police) under the rules set forth in the City Ordinance governing

**the City of Providence Retirement System shall be entitled to the receipt of an annual pension based upon the amounts set forth in Section 1, Subsection (C) above.**

## **ARTICLE XXII**

### **Section 1 - DURATION OF AGREEMENT**

This Agreement shall be for the term beginning **July 1, 2001 and ending June 30, 2004**  
~~July 1, 1999, and ending June 30, 2001.~~

The parties agree that the terms and conditions of this **July 1, 2001 through June 30, 2004**  
~~July 1, 1999 to June 30, 2001~~ Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

***IN WITNESS WHEREOF***, the said City has caused this instrument to be executed and its corporate seal to be affixed by Vincent A. Cianci, Jr., its Mayor, and the said Providence Lodge #3, Fraternal Order of Police has caused this instrument to be signed by Michael M. Marcoccio, its President, thereunto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CITY OF PROVIDENCE**

**By:** \_\_\_\_\_  
**The Honorable Mayor of the City of Providence**

**Date of Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE**

**By:** \_\_\_\_\_  
**The President of Providence Lodge #3, Fraternal Order of Police**

**Date of Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**EXHIBIT "A"**

**INTERNAL AFFAIRS INTERROGATION RIGHTS FORM**

The Union strongly suggests that if any officer is asked or ordered by the Department to submit to **any degree or form** of oral questioning or to submit a written statement or report concerning their performance and/or actions as a Providence police officer, the officer contact a member of the Union's Board of Directors before giving any response whatsoever. Furthermore, the Union strongly suggests that prior to giving **any** oral and/or written statement, the officer wait for Union representation to be present. Failure to do so may have a drastic effect upon the Union's ability to assist or defend the officer.

By executing this Waiver Form, I hereby **waive** my right to have Union representation present during Departmental interrogation on the date set forth below regarding the following matter: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**EXHIBIT "B"**

**1998 VACATION DAYS REPORT**

**TO BE COMPLETED BY OFFICER REPORTING ACCRUED, USED, AND UNUSED  
1998 VACATION DAY(S):**

NAME: \_\_\_\_\_

RANK AS OF JULY 1, 1998: \_\_\_\_\_

AVERAGE DAILY RATE OF PAY  
AS OF JULY 1, 1998: \$ \_\_\_\_\_

TOTAL NUMBER OF VACATION  
DAYS ACCRUED ON  
JANUARY 1, 1998: \_\_\_\_\_

TOTAL NUMBER OF 1998 ACCRUED  
VACATION DAYS USED AS OF  
DECEMBER 31, 1998: \_\_\_\_\_

TOTAL NUMBER OF 1998 ACCRUED  
VACATION DAYS NOT USED AS OF  
DECEMBER 31, 1998: \_\_\_\_\_

TOTAL COMPENSATION FOR 1998  
ACCRUED VACATION DAYS NOT USED  
AS OF DECEMBER 31, 1998, PAYABLE  
UPON SEPARATION FROM SERVICE: \$ \_\_\_\_\_

MEMBER'S SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

CHIEF'S OR DESIGNEE'S

SIGNATURE :

\_\_\_\_\_

DATE OF SIGNATURE:

\_\_\_\_\_

**ONE COPY OF THIS FORM SHALL BE MAINTAINED BY THE DEPARTMENT IN THE MEMBER'S PERSONNEL (201) FILE, AND ONE COPY SHALL BE PROVIDED TO THE MEMBER.**

**EXHIBIT "C"**

**Health Care Benefits Provided Pursuant to Article XV, Section 1(A) and Section 2(A) of the Agreement**

**EXHIBIT "D"**

**Health Care Benefits Provided Pursuant to Article XV, Sections 1(B) and (C)  
and Sections 2(B) and (C) of the Agreement**