

# RESOLUTION OF THE CITY COUNCIL

No. 57

Approved

February 1, 1999

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement, for the term beginning July 1, 1996 and ending June 30, 1999, by and between the City of Providence and Providence Lodge Number 3, Fraternal Order of Police (FOP), is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL  
[JAN] 21 1999  
READ AND PASSED  
*Roberta A. Young*  
ACTING PRES.  
*Michael R. Clement*  
CLERK

APPROVED  
FEB 1 1999  
*Vernon A. Aikens*  
MAYOR

**THE COMMITTEE ON  
FINANCE**

**Approves Passage of  
The Within Resolution**

*Claire Bontis*  
Dec 21, 1998 Clerk

**IN CITY COUNCIL**  
JAN 7 1999

**Referred Back  
to the Committee on Finance**

*Michael R. Wheat*  
CLERK

**THE COMMITTEE ON  
FINANCE**

**Approves Passage of  
The Within Resolution**

*Claire Bontis*  
Jan 12, 1999 Clerk

October 16, 1998

Mr. Boyce Spinelli  
Director of Finance  
Providence City Hall  
25 Dorrance Street  
Providence, Rhode Island 02903

Re: **Providence Police Dept. Tentative 1996-99 Collective Bargaining Agreement**

Dear Mr. Spinelli:

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 a tentative agreement, signed September 28, 1998 between the City of Providence and Lodge No. 3. For your information, the enclosed complete contract document incorporates all of the agreements contained within the signed tentative agreement.

It is my understanding that prior to these two documents 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 tentative agreement and collective bargaining agreement to the City Council, to the attention of the chairwoman 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.  
Mr. Frank Corrente  
Chief Urbano Prignano Jr.  
Officer Michael Marcoccio  
The Honorable Evelyn Fagnoli  
Councilwoman Patricia Nolan

THE COMMITTEE ON

Finance  
Recommends

Claire C. Bestwick  
Clerk  
Dec 15, 1998 Public Hearing

IN CITY COUNCIL  
NOV 19 1998

READ  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED

Michael X. Clement Clerk  
and Referred to  
the Comm. on Finance

THE COMMITTEE ON

Finance  
Recommends

+ Discussion  
Claire C. Bestwick  
Clerk  
Nov 30, 1998  
Public Hearing - Scheduled  
+ Dec. 15, 1998



## Finance Department

*"Building Pride In Providence"*

November 13, 1998

The Honorable Patricia Nolan  
Providence City Hall  
25 Dorrance Street  
Providence, R.I. 02903

Dear Councilwoman Nolan:

RE: Fraternal Order of Police ( FOP ) Contract Fiscal Note.

This office has analyzed the financial impact of the proposed FOP contract for fiscal years 1997, 1998, and 1999, and the results of our review are as follows:

### COSTS

- Salary Increases: 3 % effective January 1997; 3.75 % effective July 1997; 4.25 % effective July 1998, and 2 % effective June 30, 1999 would result in cost of approximately \$5.5 million. Salary costs include longevity, callback, overtime holiday, and service out of rank. Approximately \$4.9 million would impact FY 99 and .6 million would impact FY 2000.
- Clothing Allowance: Increases detectives clothing allowance from \$150 to \$200 retroactive to 7/1/98 costs \$2,000.
- Clothing Maintenance Allowance: Increase the maintenance allowance from \$540 to \$590 costs \$21,400.
- Funeral & Burial Expenses: Increase Funeral and Burial Expenses from \$5,000 to \$7,500. No increase in cost is being attributed to this change.

### SAVINGS

- Longevity: There will be a 1 % decrease in longevity for all officers hired after June 30, 1998. This will reduce longevity payments from the present 8-11 % to 7-10 % . The earliest savings would occur is in 2003.

FILED

Nov 13 12 56 PM '98

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

- Court Time: The rate of pay for court time shall be changed from time and one half to time and one-quarter. The annual savings will be approximately \$100,000.
- Health Insurance-Active Members: City Blue will be added as an OPTION to the list of current medical providers for active members who were hired on or before June 30,1998. No savings have been attributed to this change because it is not possible to predict how many officers will voluntarily switch to City Blue. Since City Blue, in some respects, is better than Classic I feel several officers will switch. Estimated annual savings per officer will be approximately \$800 individual and \$2,000 family. All members hired on or after July 1, 1998 shall receive City Blue, either individual or family coverage, with prescription plan. Since no police officers have yet been hired since July 1, 1998 no savings are attributed to this change, although future savings could be significant.
- Health Insurance-Retirees: City Blue, either individual or family coverage will be added as an option for retired members who were hired on or before June 30, 1998.

All members who were hired on or after July 1, 1998 shall receive City Blue for INDIVIDUAL coverage only.

No savings have been attributed to this change for fiscal 1999 since the savings will occur well off in the distant future.

- Light Duty: The proposed contract incorporates a new light duty provision whereby a maximum of five ( 5 ) light duty positions shall be established. No savings have been attributed to this new provision because the light duty positions do not affect the minimum manning staffing levels.

Indirect savings however will occur as a result of the productivity of the light duty positions, and the fact that ` injured on duty' officers filling light duty positions may possibly return to active duty sooner than in the absence of light duty.

The net affect of this proposal is a follows:

FISCAL YEAR	<u>1999</u>	<u>2000</u>	<u>SUBSEQUENT</u>
DOLLAR IMPACT	\$4,772,215	\$2,837,500	\$2,837,500

- The annual cost of the proposed contract, after FY 1999, is approximately \$2.8 million. The impact on FY 1999 is larger because of the retroactivity of the salary increases for FY 1997 and 1998.

The impact on fiscal years subsequent to FY 1999 can be budgeted in subsequent years. There is no specific provision in the FY 99 budget to cover the \$4.8 million impact of approving this contract. This situation was also addressed in the fiscal note accompanying the firefighters contract. Taken together the impact of both contracts on FY 99 is \$8.9 million. At the time of budget approval, it appeared that the police and fire contracts , like the FY 96 contract, would go to arbitration. It certainly makes sense to settle the contracts through the collective bargaining process whereby mutually beneficial terms are realized, and avoid the time, cost and uncertainties involved in arbitration.

At this time, only four months into the new fiscal year, it is not possible to identify all the areas of reduced spending or increased revenues which could offset the costs of the contracts. The finance department is beginning to identify areas of potential flexibility such as increased interest income, restructuring master leases, restructuring debt service payments, and realizing higher than budgeted revenue on school debt construction and reimbursement of excise taxes by the State of Rhode Island.

Favorable areas identified so far total approximately \$6.2 million leaving \$2.5 million to be addressed.

While I cannot guarantee a balanced budget, we will do everything possible to absorb the cost of the contract. The finance department will be as aggressive as possible in collecting taxes and controlling expenses in an attempt to continue our string of eighteen consecutive surpluses through June 30, 1998.

Sincerely,

A handwritten signature in black ink that reads "Boyce Spinelli". The signature is written in a cursive, flowing style.

Boyce Spinelli, Director of Finance



## **TENTATIVE AGREEMENT**

This Tentative Agreement is made and entered into this 28<sup>th</sup> day of September, 1998 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 for a Collective Bargaining Agreement, effective July 1, 1996 to June 30, 1999; and

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

**THEREFORE**, the parties agree as follows:

1. The collective bargaining agreement dated July 1, 1995 through June 30, 1996, as created pursuant to the parties' March 4, 1998 Arbitration Decision, is incorporated herein by reference as if fully reproduced, except as expressly modified below.

2. A.I - S.4: TIME OFF FOR BARGAINING

- Add the following sentence to the first paragraph:

"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."

3. A.1 - S.7: UNION REPRESENTATION

- Incorporate the use of the "Internal Affairs Interrogation Rights Form". (See attached).

4. A.II - S.3: MINIMUM MANNING

AND

A.XV (XVI) - S.3: ASSIGNMENTS AND LISTS

(a) Change the last sentence of Article II, Section 3 as follows:

"Any person who is out under the provisions of Article IX Section 2(A) shall not be eligible for call back under this provision for ~~seven (7)~~ **three (3)** days following his return to duty."

AND

(b) In the fourth sentence of the second to last paragraph of Article XV (XVI), Section 3, delete the "(a)" of "Article IX, Section 2(a)".

5. A.III - S.5: SENIORITY RIGHTS FOR BEATS AND POSTS

- After the third (3rd) paragraph beginning with "In order to prevent a 'domino' type effect. . .", incorporate the following paragraph:

"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."

6. A.IV - S.2: VACANCIES - OFFICER RANKS

- Add the following paragraph to Section 2:

" 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."

7. A.VI - S.4: COURT TIME

- The rate of pay for Court Time shall be changed from time and one half (1½) to time and one quarter (1¼).

8. A.VII - S.3: SPLIT VACATIONS

- Vacations taken during May through October need **NOT** be taken in two (2) consecutive weeks. Therefore, delete the word "consecutive" from the fourth (4th) line of Section 3.

9. A.VII - S.4: VACATION ACCUMULATION

- Make the following additions (in **bolded** language) to Section 4:

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

**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, 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 Sub-Section (A) above, for those members who, as of June 30, 1998, have 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 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 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 A. 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 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 Sub-Section (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 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.

10. A.VIII - S.1: CLOTHING ALLOWANCE

- Increase Detectives' clothing allowance from \$150.00 to \$200.00, retroactive to July 1, 1998.

11. A.VIII - S.2: CLOTHING MAINTENANCE ALLOWANCE

- Increase the maintenance allowance from \$540.00 to \$590.00, retroactive to July 1, 1998.

12. A.IX - S.1 SICK LEAVE

A.IX - S.3 SEVERANCE PAY

A.IX - S.5 (new Section) ATTENDANCE BONUS

(a) Change Section 1, SICK LEAVE, paragraphs #2 and #4 as follows:

Para. #2: "Such annual sick leave of fifteen (15) working days with pay per year shall be cumulative ~~to one hundred forty (140) days~~; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members of the bargaining unit. **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.**"

Para. #4: "For the purposes of the computation under Section 3 of this Article (re: Severance Pay), **effective January 1, 1999** a member of the bargaining unit may accumulate ~~only~~ one hundred forty (140) sick days **and one half (1/2) of all sick days accumulated over and above one hundred forty (140) days. Effective December 31, 1998, any member who has accumulated in excess of one hundred forty (140) sick days 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."**

- (b) Change Section 3, SEVERANCE PAY, paragraph #1, as follows:

**"Each member of the Police Department shall be entitled to be credited with severance pay at the rate of one and one-quarter (1 ¼) days per month, accumulative to a maximum of one hundred forty (140) days and, effective January 1, 1999, one half (½) of all sick days accumulated over and above one hundred forty (140) days. Payment for said accumulated sick days which shall be due and payable upon the said member's actual retirement, voluntary separation from employment, or upon his death if prior to retirement. Nothing contained in this Section shall be construed to vest a member with the right to accrue sick leave days over and above one hundred forty (140) for severance pay purposes, prior to December 31, 1998."**

- (c) Incorporate a new Section (Section 5, entitled "ATTENDANCE BONUS"), with the following language:

" A. Effective January 1, 1999, any Member who has accumulated at least fifteen (15) sick leave days and who subsequently uses three (3) or fewer days of sick leave, including personal days, in any calendar year, may elect to receive a lump sum payment of fifty (50%) percent of the amount of sick leave not used in said calendar year. The lump sum payment shall be based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments.

Payment of said attendance bonus shall commence on or before January 20, beginning January, 2000.

Any Member who elects to receive a lump sum payment for fifty (50%) percent of his/her unused sick leave days in any calendar year, may not accumulate said unused days for purposes of Section 3, Severance Pay. Furthermore, any Member who elects to receive a lump sum payment for fifty (50%) percent of his/her unused sick leave days in any calendar year shall lose all rights and interest in the remaining fifty (50%) percent of his/her unused sick leave days, including the right to accumulate said days. Any member who has been on IOD status at any point during the calendar year shall not be entitled to receive an Attendance Bonus pursuant to this Section.

B. In lieu of the receipt of the lump sum payment described in Subsection (A) of this Section above, a Member may elect to accumulate any unused sick leave days pursuant to Section 3, Severance Pay.

C. After a period of two (2) years from January 1, 1999, or from the date of the ratification of this Agreement, whichever date is later, this Section, "Attendance Bonus", and the addition of "one half (½) of all sick days accumulated over and above one hundred forty (140) days" to Section 3, "Severance Pay" shall terminate. The parties agree to reopen this Agreement at that time for the sole purpose of renegotiating these changes to the Agreement. During renegotiations, and if these changes are not implemented again after renegotiations, the severance pay sick leave accumulation limit shall revert back to one hundred forty (140) days.

- (d) Incorporate a new Section (Section 6, entitled "DONATION OF ACCUMULATED SICK LEAVE AND VACATION TIME"), with the following language:

"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."

13. A.X - S.5: FUNERAL AND BURIAL EXPENSES

- Increase the amount to \$7,500.00.

14. A.X - S.10: LIGHT DUTY

- Incorporate a new Section, Section 10, entitled "Light Duty", as follows:

"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 light duty positions shall be utilized in the Radio Room, Municipal Court, 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 normal business hours. 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."

15. A.X - S.11: MATERNITY LEAVE

- Incorporate a new Maternity Leave Section as follows:

" 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."

16. A.XI - S.1 FAMILY AND MEDICAL LEAVE ACT

- Incorporate a new FMLA Article as follows:

" 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, 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).

17. A.XII - S.1: SALARIES

- 3.00% 1/1/97 Retroactive
- 3.75% 7/1/97 Retroactive
- 4.25% 7/1/98 Retroactive
- 2.00% 6/30/99

- The City agrees to pay the base salary portion of retroactive monies due from the 3%, 3.75%, and 4.25% salary increases during the first pay period in October, 1998. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc.) due from the 3%, 3.75%, and 4.25% salary increases during the first pay period in January, 1999.

- The salary schedule for members of the bargaining unit shall be as follows:

<u>Position</u>	<u>1/1/97</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>6/30/99</u>
Patrolmen Upon Appointment	\$643.76	\$667.90	\$696.29	\$710.22
Patrolmen After 12 Months	\$658.51	\$683.20	\$712.24	\$726.49
Patrolmen After 18 Months	\$700.05	\$726.30	\$757.17	\$772.31
Sergeant	\$803.08	\$833.20	\$868.61	\$885.98
Lieutenant	\$876.74	\$909.62	\$948.28	\$967.25
Captain	\$918.73	\$953.18	\$993.69	\$1,013.56

- K-9 officers shall receive a 9% retroactive differential for the care provided for the dogs. Retroactive date to be 7/1/97. Furthermore, the City agrees to pay the base

salary portion of retroactive monies due from the 9% salary differential during the first pay period in October, 1998. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc.) due from the 9% salary differential during the first pay period in January, 1999.

18. A.XII - S.3: LONGEVITY

(a) 1% decrease in Longevity Supplement for officers hired after 6/30/98.

(b) Add the following to the end of Section 3:

" . . . 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, except that:

(a) All members of the 54th class sworn in May, 1994, who, as of July 1, 1998, were serving their fourth (4th) year within the Department, shall receive the 8% longevity increase (0% to 8%) beginning January 1, 1999;

(b) All members who, as of July 1, 1998, were serving their ninth (9th) year within the Department, shall receive the 1% longevity increase (8% to 9%) beginning January 1, 1999;

(c) All members who, as of July 1, 1998, were serving their fourteenth (14th) year within the Department, shall receive the 1% longevity increase (9% to 10%) beginning January 1, 1999; and

(d) All members who, as of July 1, 1998, were serving their nineteenth (19th) year within the Department, shall receive the 1% longevity increase (10% to 11%) beginning January 1, 1999.

19. A.XIV (XV) - S.1: BLUE CROSS AND PHYSICIANS' SERVICES - ACTIVE MEMBERS

- Incorporate new Subparagraphs B and C, stating as follows:

" B. The City agrees to add City Blue health care, 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. 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 health care, either individual or family coverage, with Prescription Plan."

- Change the language in Subparagraph A to state that the health care in Subparagraph A shall cover all members of the bargaining unit hired on or before June 30, 1998.

20. A.XIV (XV) - S.2: BLUE CROSS AND PHYSICIANS' SERVICES - RETIREES

- Incorporate new Subparagraphs B and C, stating as follows:

" B. The City agrees to add City Blue Health Care, 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. 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).

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 health care for individual coverage only. 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."

- Change the language in Subparagraph A to state that the health care in Subparagraph A shall cover all members of the bargaining unit hired on or before June 30, 1998.

21. A.XIX - S.1 CHILD OF POLICE OFFICER

- Incorporate a new Article as follows:

"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, lung disease, or cancer 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."

22. A.XIX (XXI) - S.1: PENSION PLAN

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

23. A.XX (XXII) - S.1: DURATION OF AGREEMENT

- The duration of the Agreement shall be July 1, 1996 to June 30, 1999.

- Add the following clause:

"The parties agree that the terms and conditions of this July 1, 1996 to June 30, 1999 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."

**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 \_\_\_\_\_ day of \_\_\_\_\_, 1998.

  
CITY OF PROVIDENCE

  
PROVIDENCE LODGE #3,  
FRATERNAL ORDER OF POLICE

\_\_\_\_\_  
WITNESS

  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS



### **RIGHT TO REPRESENTATION WAIVER 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:

**DRAFT**

**DRAFT**

**DRAFT**

**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, ~~1993~~ 1996, 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 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.**

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 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.**

#### 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(A) shall not be eligible for call back under this provision for ~~seven (7)~~ 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.

## Section 2 - ACCUMULATION OF SENIORITY

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

## Section 3 - LAYOFFS

In the event it becomes necessary for the City to lay off members of the bargaining unit those members with the least amount of seniority shall be laid off first. For purposes of computing seniority for this section, it shall be based solely upon the length of employment as a policeman without regard to the member's rank, position or the fact that the member has received a salary, or any part thereof under any Federal or State Program. Prior service with the City in some other department shall not be considered in determining the member's seniority within the Police Department. The last laid off member shall be the first to be rehired.

## Section 4 - SENIORITY RIGHTS

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

The City also recognizes the desirability of not having those members of the bargaining unit within the Patrol Bureau below the rank of sergeant who are assigned to steady car posts be

assigned to so-called inside duty within the Patrol Bureau. With this thought in mind it is the intent of the Police Department that wherever practicable, such members who have steady car posts shall not be assigned inside duty within the Patrol Bureau. This will not prevent the Police Department from maintaining a list of volunteers who desire inside duty within the Patrol Bureau.

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

#### Section 5 - SENIORITY RIGHTS FOR BEATS AND POSTS

Members of the bargaining unit assigned to the Patrol Bureau, with more than one (1) year department seniority shall have seniority rights with respect to beats or posts within the Patrol Bureau. All bids shall be posted on the bulletin board for six (6) days. Personnel interested in the vacant position will submit, in writing, their application for said vacant position to the commanding officer within five (5) days from the last day the bid was posted. Lateral transfers to the Youth Bureau and Detective Bureau shall be filled by rank seniority within the Investigative Division provided that this provision shall not apply to superior officers.

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

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

#### **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,

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

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

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

A. Sergeant, Lieutenant, Detective Patrolman

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

- (1) (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 Subparagraph (A) shall be conducted through the "Expedited Grievance Procedure" set forth in Article XIII, Section 3 of this Agreement.

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

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

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

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

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

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

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

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

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 two (2) 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.

B. Captains

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

(1) The written examination shall account for 35% of the candidate's total score. Any grievance regarding the grading of written examination questions under this Subparagraph (B) shall be conducted through the "Expedited Grievance Procedure" set forth in Article XIII, Section 3 of this Agreement. 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 Section (A)(2) and (A)(3) above, i.e., 5 points maximum - seniority, 5 points maximum - education, and 5 points maximum - service points.

(2) (a) The oral evaluation board, all participating candidates for promotion, and the oral evaluation process referred to in paragraph (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 paragraph (1) above, shall set forth a written analysis of his/her reasons for making his/her individual decisions regarding each candidate for promotion.

(d) The exclusive legal jurisdiction for the resolution of any disputes between the parties which may arise from the process described in subparagraphs (a), (b), or (c) above, shall be the "Expedited Grievance Procedure" set forth in Article XIII, Section 3 of this Agreement.

#### 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.

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

### Section 2 - DETAIL TO OTHER DEPARTMENTS

The City agrees that the members of the bargaining unit whose duties are as defined in Article V, Section 1, above, shall be detailed to other departments of the City for the performance of police duties only.

### Section 3 - "TRANSFER", "DETAILS", "ASSIGNMENT" DEFINED

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

"Detail" shall mean a temporary change in duty status within the Department for a period of six (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.

## ARTICLE VI

### Section 1 - HOURS

The regular work week for members covered by this Agreement, except for those members assigned to the Investigative Division, Armorer Bureau, BCI, Control Center, Copy Center, Detail Office, Data Processing, Internal Affairs, Investigative Bureau, Personnel, Police Academy, Prosecution, Records, Special Investigation Bureau, Special Projects Group, Human Resource Officer, Supply Room, shall be an average work week of thirty-seven and one-half (37 1/2) hours.

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

The basic schedule for the Patrol Bureau shall consist of four (4) tours of duty of eight (8) hours each with two (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 XV hereof.

### Section 3 - CALL BACK PAY

All members of the bargaining unit who are called back to duty shall be compensated for at least four (4) hours at their straight time hourly pay; provided that all hours worked in excess of a member's normal average work week shall be compensated for at the rate of time and one-half (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 half (1½)~~ **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.

## **ARTICLE VII**

### **Section 1- VACATIONS**

All members of the bargaining unit who have been continuously in the employ of the City for at least one (1) year, shall be entitled to an annual vacation of three (3) calendar weeks plus three (3) days, with pay, during each succeeding year of their employment. All members of the bargaining unit who have been continuously in the employ of the City for ten (10) years or more, shall be entitled to an annual vacation of four (4) calendar weeks plus three (3) days with pay, during each ensuing year of their employment. All members of the bargaining unit who have been continuously in the employ of the City for 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 - 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) ~~consecutive~~ 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 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, 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 Sub-Section (A) above, for those members who, as of June 30, 1998, have 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 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 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 A. 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 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 Sub-Section (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 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 jacket	1 breast badge
1 rain coat	1 handgun and ammunition
1 pair of handcuffs	1 cartridge holder (12 rounds)
1 handcuff case	1 Rules and Regulations Book
1 identification wallet	1 helmet (Traffic Bureau only)
with ID card	1 250' measuring tape
1 pepper mace	(Traffic Bureau only)

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 ~~One Hundred Fifty (\$150.00)~~ **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 MAINTENANCE ALLOWANCE

All members of the bargaining unit shall be entitled to a clothing maintenance allowance in the amount of ~~Five Hundred Forty (\$540.00)~~ **Five Hundred Ninety (\$590.00)** Dollars per year, effective July 1, 1998. Such maintenance allowance shall be paid to all members of the bargaining unit who are members of the Department as of July 1, and said amount together with the amount referred to in Section 1 hereof shall be paid to each member no later than August 15.

## Section 3 - GUN ALLOWANCE

Members of the bargaining unit shall be paid the sum of 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 ~~to one hundred forty (140) days~~; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members of the bargaining unit. **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 January 1, 1993, in addition, two (2) 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), **effective January 1, 1999** a member of the bargaining unit may accumulate ~~only~~ one hundred



forty (140) sick days and one half (½) of all sick days accumulated over and above one hundred forty (140) days. Effective December 31, 1998, any member who has accumulated in excess of one hundred forty (140) sick days 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 January 1, 1993, there shall be two (2) personal days per year to be deducted from a member's accumulated sick leave for which no specific reason shall be deemed necessary. 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, effective January 1, 1999, one half ( $\frac{1}{2}$ ) of all sick days accumulated over and above one hundred forty (140) days. Payment for said accumulated sick days which shall be due and payable upon the said member's actual retirement, voluntary separation from employment, or upon his death if prior to retirement. Nothing contained in this Section shall be construed to vest a member with the right to accrue sick leave days over and above one hundred forty (140) for severance pay purposes, prior to December 31, 1998."**

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**

**A. Effective January 1, 1999, any Member who has accumulated at least fifteen (15) sick leave days and who subsequently uses three (3) or fewer days of sick leave, including personal days, in any calendar year, may elect to receive a lump sum payment of fifty (50%) percent of the amount of sick leave not used in said calendar year. The lump sum payment shall be based upon the Member's average daily base rate of pay in that calendar year, excluding overtime payments.**

**Payment of said attendance bonus shall commence on or before January 20, beginning January, 2000.**

**Any Member who elects to receive a lump sum payment for fifty (50%) percent of his/her unused sick leave days in any calendar year, may not accumulate said unused days for purposes of Section 3, Severance Pay. Furthermore, any Member who elects to receive a lump sum payment for fifty (50%) percent of his/her unused sick leave days in any calendar year shall lose all rights and interest in the remaining fifty (50%) percent of his/her unused sick leave days, including the right to accumulate said days. Any member who has been on IOD status at any point during the calendar year shall not be entitled to receive an**

**Attendance Bonus pursuant to this Section.**

**B. In lieu of the receipt of the lump sum payment described in Subsection (A) of this Section above, a Member may elect to accumulate any unused sick leave days pursuant to Section 3, Severance Pay.**

**C. After a period of two (2) years from January 1, 1999, or from the date of the ratification of this Agreement, whichever date is later, this Section, "Attendance Bonus", and the addition of "one half (1/2) of all sick days accumulated over and above one hundred forty (140) days" to Section 3, "Severance Pay" shall terminate. The parties agree to reopen this Agreement at that time for the sole purpose of renegotiating these changes to the Agreement. During renegotiations, and if these changes are not implemented again after renegotiations, the severance pay sick leave accumulation limit shall revert back to one hundred forty (140) days.**

#### **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 therefor.

## Section 2 - MEDICAL CARE FOR INJURIES

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

A. Those members of the bargaining unit injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician or chiropractic physician. The choice shall be made by the member or if his condition prevents him from making his choice, by the officer in charge. The member of the bargaining unit shall

at all times have the right to change his physician or chiropractic physician. If the member requires hospitalization and medical treatment outside the State of Rhode Island, he shall first secure the permission of the Chief of the Department for the same; which permission shall not be unreasonably withheld.

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

C. When a member of the bargaining unit has suffered a minor injury in the line of duty which does not require the care of a physician, a report on the injury and treatment shall be made to the Chief of the Department in accordance with Regulations.

D. 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 sub-section, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XIII) 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 an 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 §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 XIII) 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 an 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 §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 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 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 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 ~~Five Thousand (\$5,000.00)~~ **Seven Thousand, Five Hundred (\$7,500.00)** Dollars and, in addition, the City shall pay to the widow or heirs of such deceased member, his accumulated severance pay, and any accrued or unused vacation pay.

#### Section 6 - HEART ATTACKS AND HYPERTENSION

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

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

actually on a tour of duty.

#### Section 7 - DEATH IN THE LINE OF DUTY

In the event that a member of the bargaining unit is killed in the line of duty or dies as a result of hypertension or heart attack, his heirs shall receive whatever benefits said member would have been entitled to as though he had been a member of the bargaining unit for twenty (20) years. Said benefits shall be paid immediately without any waiting period.

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

The City agrees to give preference for appointment to the Police Department to the child of any member of the bargaining unit who is killed in the line of duty or who has received a disability pension as a result of a work-related injury, provided said child meets all physical and mental qualifications for appointment and passes any examinations required of applicants.

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 light duty positions shall be utilized in the Radio Room, Municipal Court, 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 normal business hours. 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 supercede 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, 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 XI 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 XII XIII**

### **Section 1 - SALARIES**

Salaries for all uniformed members of the City of Providence Police Department shall reflect a 3% salary increase effective January 1, 1997; a 3.75% salary increase effective July 1, 1997; a 4.25% salary increase effective July 1, 1998; and a 2% salary increase effective June 30, 1999.

The City agrees to pay the base salary portion of retroactive monies due from the 3%, 3.75%, and 4.25% salary increases during the first pay period in October, 1998. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc.) due from the 3%, 3.75%, and 4.25% salary increases during the first pay period in January, 1999.

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

<u>Position</u>	<u>1/1/97</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>6/30/99</u>
<b>Patrolmen Upon Appointment</b>	<b>\$643.76</b>	<b>\$667.90</b>	<b>\$696.29</b>	<b>\$710.22</b>
<b>Patrolmen After 12 Months</b>	<b>\$658.51</b>	<b>\$683.20</b>	<b>\$712.24</b>	<b>\$726.49</b>
<b>Patrolmen After 18 Months</b>	<b>\$700.05</b>	<b>\$726.30</b>	<b>\$757.17</b>	<b>\$772.31</b>
<b>Sergeant</b>	<b>\$803.08</b>	<b>\$833.20</b>	<b>\$868.61</b>	<b>\$885.98</b>
<b>Lieutenant</b>	<b>\$876.74</b>	<b>\$909.62</b>	<b>\$948.28</b>	<b>\$967.25</b>
<b>Captain</b>	<b>\$918.73</b>	<b>\$953.18</b>	<b>\$993.69</b>	<b>\$1,013.56</b>

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

All members in the Armorer Bureau, Control Center, Data Processing, Copy Center, Detail Office, Internal Affairs, Personnel, Police Academy, Prosecution, Records, Special Investigation Bureau, Special Projects Group, Human Resource Officer, Supply Room, Executive Liaison Bureau, Evidence Bureau, Drug Task Force, Captains in the Uniform Division, plus any other member of the bargaining unit who works a regular forty (40) hour work-week shall receive in addition to the above scheduled wages, nine (9%) percent additional compensation.

All members in the 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. For the purposes of this July 1, 1996 to June 30, 1999 Agreement, said payment of the nine (9%) percent additional compensation to all K-9 officers shall be retroactive to July 1, 1997. Furthermore, the City agrees to pay the base salary portion of retroactive monies due from the 9% salary differential during the first pay period in October, 1998. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, etc.) due from the 9% salary differential during

**during the first pay period in January, 1999.**

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 4 years	0%
5th through 9 years	8 %
10th through 14 years	9%
15th through 19 years	10%
20th 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 4 years	0%
5th through 9 years	7 %
10th through 14 years	8%
15th through 19 years	9%
20th year and over	10 %

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

Said longevity payment shall be determined as of July 1, and not thereafter. **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, except that:**

(a) All members of the 54th class sworn in May, 1994, who, as of July 1, 1998, were serving their fourth (4th) year within the Department, shall receive the 8% longevity increase (0% to 8%) beginning January 1, 1999;

(b) All members who, as of July 1, 1998, were serving their ninth (9th) year within the Department, shall receive the 1% longevity increase (8% to 9%) beginning January 1, 1999;

(c) All members who, as of July 1, 1998, were serving their fourteenth (14th) year within the Department, shall receive the 1% longevity increase (9% to 10%) beginning January 1, 1999; and

(d) All members who, as of July 1, 1998, were serving their nineteenth (19th) year within the Department, shall receive the 1% longevity increase (10% to 11%) beginning January 1, 1999.

#### **ARTICLE XIII 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 an ~ violation of this Agreement.

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

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

## Section 2 - GRIEVANCE PROCEDURE

Alleged grievances of members of the bargaining unit in respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following procedure:

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

B. The Chief of Police or his designee shall meet with the President of Providence Lodge #3 or his designee within three (3) working days 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.

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 nonprevailing 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 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(A)(1), Article IV, Section 3(B)(1), or Article IV, Section 3(B)(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.

#### 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 XIII.

### ARTICLE XIV 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, ~~for members of the bargaining unit~~ 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
  6. Vision Care Rider
  7. Medical Emergency Rider
  8. Student to 23 Rider
  9. Delta Dental--Levels 1, 2, 3 and 4

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

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

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 health care, 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. 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 health care, either individual or family coverage, with Prescription Plan.**

Section 2 - BLUE CROSS AND PHYSICIANS' SERVICE - RETIREES

**A.     ~~Commencing July 1, 1977,~~ 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. ~~for all members retiring on or after said date.~~

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 Health Care, 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. 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).

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 health care for individual coverage only. 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.

#### Section 3 - DELTA DENTAL BENEFITS

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

#### Section 4 - LIFE INSURANCE

The City shall pay for life insurance in the amount of 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 - 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), deductible.

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

#### Section 6 - LEGAL ASSISTANCE FUND

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

Effective January 1, 1993, the City shall also contribute to a supplemental legal services fund established by the FOP to supplement the above-referenced legal coverage at a cost of Seventy-Five Thousand (\$75,000.00) Dollars per year. [For the period of January 1, 1993 through June 30, 1993 the cost to the City shall be Thirty-Seven Thousand Five Hundred (\$37,500.00) Dollars.] Said fund shall be payable within twenty (20) days of the signing of this Agreement. The FOP 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.

## ARTICLE XV 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 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(a), however, this

shall not preclude any member from volunteering for a detail while on vacation, or a regular day off.

The Detail Officer shall receive a list on a daily basis of those members not eligible for detail assignment from the officer in charge of each bureau.

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

#### Section 4 - REMOVAL OF NAME FROM DETAIL LIST

Any member of the bargaining unit shall have the right to withdraw his name from the detail list at any time, but once withdrawn, an individual must wait a period of thirty (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

#### PENALTY

A. Failure to Appear at Detail

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

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

First violation within a calendar year-written warning. Second violation within a calendar year -- 2 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.

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

It shall be at the discretion of the Chief of Police as to the number of captains and lieutenants that are assigned to a detail. All details requiring uniformed members of the bargaining unit shall be taken from the uniformed division (as defined in the Department organizational chart), and shall be offered to all available patrolmen before being offered to any other rank or division. Notwithstanding the foregoing, a supplemental uniformed detail list shall be established and shall be comprised of all current non-uniformed personnel who wish to be placed on the supplemental uniformed detail list. To the extent that such personnel do not have a complete uniform, the City will provide whatever is deemed necessary by the City to complete the uniform. This supplemental uniformed detail list shall be resorted to after the uniformed division list is exhausted, and all provisions of Article XV apply.

All members who do not fall within the Uniform Division shall be considered members of the 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 XV shall apply.

B. In the event that more officers are needed, individuals on the supplemental uniformed detail list shall be assigned, and notwithstanding any other provision of this Article or this Agreement, such individuals may not refuse said detail. Specifically, said individuals must either work the detail or obtain a replacement.

C. If additional officers are needed, the City will resort to volunteers, i.e., those members who have a uniform and are available for uniformed details but do not appear on the supplemental uniformed detail list.

D. In the event that additional officers are needed, the City may require officers on the uniformed detail list and the supplemental uniformed detail list to accept the detail, provided that the City will use its best efforts to assign those members who are either on a long day or work day before assigning members on a day off.

E. In the event additional personnel are required, the City may require personnel whose names do not appear on any detail list to work the detail, provided that the City will use its best efforts to assign such individuals who are either on a long day or work day before assigning members on a day off to work said detail.

F. The provisions of this Section 6 supersede any provisions of this Agreement which are inconsistent therewith.

#### Section 7 - INJURIES ON DETAILS

Any member who may be injured while on a private detail, shall be entitled to the same rights, privileges and benefits as if he were injured while performing his duties for the City of Providence and

shall be subject to all rules and regulations of the Providence Police Department.

#### ARTICLE ~~XVI~~ 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 ~~XVII~~ 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, lung disease, or cancer 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 XIX XXI**

### **Section 1 - PENSION PLAN**

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 arbitrate the pension/COLA issues for the 1996-1999 Agreement.

## **ARTICLE XX XXII**

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

This Agreement shall be for the term beginning July 1, ~~1995~~ 1996, and ending June 30, ~~1996~~ 1999.

The parties agree that the terms and conditions of this July 1, 1996 to June 30, 1999 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            , ~~1993~~ **1998**.

**CITY OF PROVIDENCE**

**By:** \_\_\_\_\_  
**Mayor**

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

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

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

**By:** \_\_\_\_\_  
**President**

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

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

## **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: