

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 639

Approved November 24, 1982

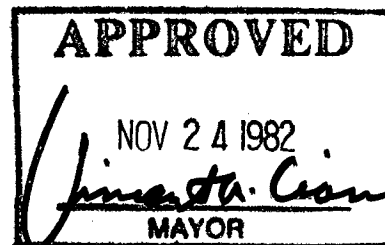
RESOLVED, That the accompanying copy of agreement, effective July 1, 1982 to June 30, 1984, by and between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police, is hereby ratified. (Agreement Attached).

IN CITY COUNCIL

NOV 18 1982
READ AND PASSED

Robert H. Lynch
PRES.

Robert M. Mendonca
CLERK



THE COMMITTEE ON

EMPLOYEE RELATIONS

Approves Passage of
The Within Resolution

Rose M. Manlowen
Clerk Chairman

November 15, 1982

PALOMBO & PICCIRILLI

ATTORNEYS AND COUNSELORS AT LAW

PETER PALOMBO, JR.
VINCENT J. PICCIRILLI

PROVIDENCE CIVIC CENTER
ONE LASALLE SQUARE
PROVIDENCE, RHODE ISLAND 02903
(401) 421-2342

October 14, 1982

Ms. Rose M. Mendonca
City Clerk
City Hall
Providence, RI 02903

Dear Rose:

Enclosed please find a copy of a contract executed between the Mayor on behalf of the City of Providence and Providence Lodge #3, Fraternal Order of Police for the 1982-84 year.

Will you please prepare the resolution for the contract's ratification by the City Council.

Very truly yours,


Vincent J. Piccirilli

VJP/ebd

Enclosure

1982 - 1984

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF PROVIDENCE
AND

PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE

1982 - 1984

1982 - 1984 INDEX

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AGREEMENT

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act to Provide for Settlement of Disputes concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments", this Agreement is made and entered into this 13th day of October A.D., 1982, 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 Employees of Police Departments", the City recognizes that the full time policemen of the City have the statutory right to bargain collectively with the City and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

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

which has previously been made.

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

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

ARTICLE 1

Section 1 - RECOGNITION

The City recognizes Providence Lodge #3, as the exclusive bargaining agent for all full time policemen from the rank of Patrolman up to and including the rank of Captain, including all policewomen, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the City and members of the bargaining unit shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2 - EMPLOYMENT SECURITY

The parties to this Agreement will not discriminate in any way against any policeman for membership or for legitimate activities or for non-membership in Providence Lodge #3.

Section 3 - DUES DEDUCTION

The City shall deduct Providence Lodge #3 dues upon receipt

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

Section 4 - TIME OFF FOR BARGAINING

All members of the bargaining unit, who are officers of Providence Lodge #3, or who are appointed by Providence Lodge #3 as members of said Lodge's Collective Bargaining Negotiating Committee, [not to exceed five (5)] shall be allowed time off with pay for official lodge business in negotiations and/or conferences with the City Administration and without requirement to make up said time, provided, however, that the foregoing shall not be construed as limiting said Lodge's Negotiating Committee to five (5) members.

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 time off, 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; such time off shall not exceed three (3)

hours per meeting. The five additional members of Providence Lodge #3 who are "out first" will be permitted to attend the 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 of the Department 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 requirements on the part of any member to make up any time so granted above.

Section 6 - UNION SECURITY

All members of the bargaining unit shall have the right to join or refrain from joining Providence Lodge #3. Any member who chooses not to join Providence Lodge #3 (except those persons who are not members of Providence Lodge #3 on the date of the signing of this Agreement), and who is covered by the terms of this Collective Bargaining Agreement, shall however, be required to pay to the Providence Lodge #3, an amount of money equal of the initiation fee uniformly required for membership in Providence

Lodge #3, and a monthly service fee equal to the monthly 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 employees covered by this Agreement.

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.

Section 7 - UNION REPRESENTATION

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

ARTICLE II

Section 1 - MANAGEMENT RIGHTS

The City shall retain the right to issue, through the Commissioner of Public Safety, 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.

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 patrolmen 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" patrolmen in order to satisfy the minimum manning levels established herein. In that context, the following is a schedule for the minimum number of patrolmen required to actually be on the street for each tour of duty:

Tour of Duty	Number of Patrolmen
8 a.m. - 4 p.m.	18
4 p.m. - 12 a.m.	25
12 a.m. - 4 a.m.	25
4 a.m. - 8 a.m.	18

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

The City shall specifically earmark the sum of \$100,000 in its police budget for the purposes of complying with this section. Said monies shall be referred to as the Minimum Manning Budget. Said Minimum Manning Budget shall not be used for any other reason whatsoever and shall be in addition to the usual Overtime Budget that has heretofor 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.

It is intended that said call back will be done on a rotating basis and that each patrolman will have an equal opportunity (as far as practicable) for said call back.

In the event that it becomes necessary to call back patrolmen to satisfy the minimum manning levels set forth herein, and if the City does not have the full complement of police officers as it had budgeted for, then to the extent that the City does not have sufficient number of police officers hired, any monies used for callback 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 working, and it becomes necessary to call back seven (7) men on a particular tour of duty to satisfy the minimum manning requirements set forth herein, 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 so 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 callback under this provision for seven (7) days following his return to duty.

ARTICLE III

Section 1 - SENIORITY

Seniority of members of the bargaining unit shall be computed according to continuous service in each rank, except for Patrolmen, where seniority shall be computed according to continuous service from the date of the original employment by the City; provided, however, as to any member whose employment 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 and provided further, 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 computing seniority, the same shall be based upon the member's length of employment as a policeman. In those cases where one or more members are appointed to duty by the same general order, then seniority among said men shall be determined by the highest score using the criteria of the training academy.

Seniority shall be broken when a member of the bargaining unit is dismissed for proper cause, voluntarily terminates his employment or fails to report back with no justifiable cause upon the conclusion of an authorized leave of absence.

Seniority lists of various positions of the police department shall be posted periodically by the police department in each division, central station, and each subdistrict.

Section 2 - ACCUMULATION

Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave, for a period of up to one (1) year.

Section 3 - 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 othe 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 men in the Providence Police Department not be assigned to walking posts. With this thought in mind, it is the intent of the Police Department that wherever practicable the most junior men on any tour of duty shall be assigned to walking posts. This will not prevent the Police Department from maintaining lists of volunteers who desire walking posts and shall have no application to the traffic bureau.

The President of the Fraternal Order of Police may if he deems it necessary, complain to the Chief or to the Commissioner of Public Safety in any case when he thinks that the intent expressed by this section is not being implemented by the city.

Section 5 - SENIORITY RIGHTS FOR BEATS AND POSTS

The members of the bargaining unit assigned to the Patrol Bureau shall have seniority rights with respect to beats or posts. All bids shall be posted on the bulletin board for two (2) days. Personnel interested in the vacant position will submit, in writing, their application for said vacant position to the Commanding Officer in four (4) days from the last day the bid was posted.

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

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

The seniority of a police officer for the purposes of this section shall be determined in accordance with Section 1 of this Article.

Within thirty (30) days after the execution of this Agreement, the City shall furnish the bargaining unit and the Police Department a copy of the proposed seniority list, and the

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

Notwithstanding the foregoing, whenever a member of the bargaining unit shall be under investigation for a violation of the Rules and Regulations, which violation directly relates to his duties on his beat and post, then the Chief shall have the authority to transfer him to another beat and post until such time that the investigation is complete (which investigation will be completed within a reasonable period of time) and/or until such time as a decision is made by the hearing board convened under the Law Enforcement Officers' Bill of Rights.

Section 6 - SENIOR SERGEANT

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

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

Section 7 - SENIORITY FROM NIGHTS TO DAYS

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

B. In the event of a vacancy in the day motorcycle ranks, the member with the greatest seniority in the night motorcycle ranks shall have the right to fill said vacancy unless there be a member in the night patrol division who has greater seniority and has had prior motorcycle experience, in which case said member shall be entitled to fill said vacancy.

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

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

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

ARTICLE IV

Section 1 - VACANCIES - PATROLMEN'S RANKS

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

Section 2 - VACANCIES - OFFICERS' RANKS

The 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. All vacancies shall be filled within fourteen (14) days after the vacancy occurs.

Section 3 - PROMOTION PROCEDURES

Promotions to the rank of sergeant, lieutenant, captain, the Investigative Bureau, and the BCI shall be made from the ranks of the permanent police department on a competitive basis.

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 its eligibility requirements for the various positions being advertised and also shall list the number of vacancies to be filled on said promotional examination list. After said posting, the number of vacancies to be filled shall not be increased or decreased.

Once the promotional application period has expired, promotional examinations will be administered by the Providence Police Department. The said promotional examination shall consist of the following parts:

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

B. 10% of said promotional examinations shall consist of percentages being awarded for education and seniority in accordance with the following schedule:

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

C. 5% of said promotional examinations 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 member's 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 A 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 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 seniority.

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.

Section 4 - NEW POSITIONS

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

ARTICLE V

Section 1 - DUTIES

The duties of the members of the 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 auxillary, 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.

Section 2 - DETAIL TO OTHER DEPARTMENTS

The City agrees that 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 signify a permanent change of duty status.

"Detail" shall signify a temporary change of duty status.

"Assignment" shall signify 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 of the bargaining unit covered by this Agreement, except for those members assigned to the Investigative Division, SOG, BCI, TEST, IA, HQ and Intelligence Bureau, shall be an average work week of thirty-seven and 1/2 (37-1/2) hours.

The regular work week for those members of the bargaining unit assigned to the Investigative Division, SOG, BCI, TEST, IA, HQ and Intelligence Bureau shall be an average work week of forty (40) hours.

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

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

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 failure 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.

Section 2 - OVERTIME

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

The City agrees, as a matter of policy, to furnish meals to any 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 No. 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 member of the bargaining unit being required to work more than 40 hours in any calendar week as a result of his acceptance of voluntary details under Article XV hereof.

Section 3 - CALL BACK PAY

All members of the bargaining unit who are called back to duty shall be compensated for at least four (4) hours at their straight time hourly pay; provided that all hours worked in excess of a member's normal average work week shall be compensated for at the rate of time and one-half (1-1/2).

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 their regular hourly rate of pay. Court time shall be based upon time actually spent at court except for night men who are on short days, when it will be computed from 8:00 o'clock, a.m.

All 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 of the bargaining unit 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 on his relief, 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 employees of equal rank on their platoon 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. No member of the bargaining unit shall be compelled to commence his normal days off or his vacation at 8:00 o'clock a.m. In furtherance of this provision, the City and Providence Lodge #3 have agreed upon a work schedule to carry out the foregoing provision.

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 of the bargaining unit hereby expressly waives any right of any member for overtime pay who as a result of said work schedule works more than five (5) work days in any calendar week.

Section 7 - IN SERVICE TRAINING

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

Section 8 - MUSTER DAY

For the fiscal year 1982-1983 one day during the month of October to commemorate the City's 150th anniversary is to be set aside for a Muster Day. For all succeeding years one day during police week is to be set aside for Muster Day. On said Muster Day every member of the bargaining unit is required to attend without additional compensation. However, anyone on vacation time shall not be required to attend.

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, 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, 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 seventeen (17) years or more, shall be entitled to an annual

vacation of five (5) calendar weeks, with pay, during each ensuing year of their employment.

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

Section 2 - SENIORITY

Vacation shall be granted within each Bureau according to rank, and then according to seniority in rank.

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 June 1 through September 30, may only select two consecutive weeks provided his entitlement is three weeks or more; if not, then he may only select one week during said period. The intent of this section is to permit any member of the bargaining unit to have at least one week's vacation during said period.

Section 4 - VACATION ACCUMULATION

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

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

Section 5 - PAID HOLIDAYS

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

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

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.

Section 6 - PERSONAL DAY

In addition to his vacation, each member of the bargaining unit shall be permitted one (1) non-cumulative personal day of leave. Said personal day is to be taken with the permission of the Chief of Police.

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 trousers	1 whistle and chain
1 required jacket	1 breast badge
1 rain coat	1 handgun and ammunition
1 pair of handcuffs	1 cartridge holder (12 rounds)
1 hand cuff case	1 Rules and Regulations Book
1 3 cell flashlight	1 identification wallet with badge and ID card

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

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

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

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

For members of the bargaining unit not required to wear uniforms, the clothing allowance shall be \$150 per year. Members of the bargaining unit in a non-uniform capacity shall

within thirty (30) days of the execution of this agreement or 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 Three Hundred Fifteen (\$315.00) Dollars per year. Such maintenance allowance shall be paid to all members of the bargaining unit who are members of the Department as of July 1, and said amount together with the amount referred to in Section 1 hereof shall be paid to each member no later than August 15.

Section 3 - GUN ALLOWANCE

All 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. Should a member of the bargaining unit refuse or fail to carry his weapon while off duty, he may be required to forfeit the gun allowance.

ARTICLE IX

Section 1 - SICK LEAVE

Sick leave shall be granted at the rate of fifteen (15) days per year accumulative to one hundred forty (140) days; provided, however, that the Commissioner of Public Safety may grant an

additional ninety (90) days' sick leave to members of the bargaining unit.

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

Section 2 - REASONS FOR SICK LEAVE

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

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

B. Attendance upon members of the family within the household of the member whose illness requires the care of such member provided that not more than fifteen (15) working days, with pay, shall be granted to the member for this purpose in any one calendar year. (Members can be required to sign an affidavit stating that there is no possible way to make any other arrangements.)

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

D. Death of relatives (other than those set forth under Section 4 of this Article) provided that in such cases the leave with pay shall be for not more than one (1) day to permit attendance at the funeral of said person. (Affidavit may be

required.) In the case of the death of other relatives, members on their short day off may elect to take either their tour of duty before or after the funeral as their time off.

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

Any member of the bargaining unit on sick leave shall be paid his regular holiday pay for any and all holidays that occur while on such leave.

Section 3 - SEVERANCE PAY

Commencing October 1, 1969, each member of the bargaining unit shall be entitled to be credited with severance pay at the rate of one and one-quarter (1-1/4) days per month, accumulative to a maximum of one hundred twenty (120) days which shall be due and payable at the time of such member's retirement from the Police Department. The foregoing severance pay shall be due and payable only upon a member's actual retirement or upon his death prior to retirement.

The amount of severance pay shall be determined at the time of the member's retirement by multiplying one-half (1/2) the number of accumulated days of severance pay, by his then current daily

rate of pay, less any days of deduction in accordance with the hereinafter described deductible days.

At the time of 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, or and and after October 1, 1969; provided, however, that no days of absence due to vacations, injuries or contagious disease actually suffered or contracted by the member in the line of duty, nor days of absence due to the death of the member's mother, father, wife, child, brother, sister, grandmother or grandfather, shall be deducted.

Any member who accumulates severance pay under the foregoing paragraph shall not lose the same in the event he is promoted to a rank not included within the bargaining unit provided for in this Agreement. Such member shall not accumulate any further severance pay following an appointment but such accumulated severance shall be due and payable upon his subsequent death, retirement or termination of employment. The amount thereof shall be determined by multiplying the number of accumulated days of severance pay by his then current daily rate of pay in effect at the time of his retirement.

Commencing July 1, 1976, each member of the bargaining unit shall be entitled to be credited with severance pay at the rate of one and one-quarter (1-1/4) days per month, accumulative to a maximum of one hundred twenty (120) days which shall be due and payable at the time of such member's retirement from the Police

Department. The foregoing severance pay shall be due and payable only upon the member's actual retirement or upon his death prior to retirement.

The amount of said severance pay shall be determined at the time of the member's retirement by multiplying the number of accumulated days of severance pay earned on and after July 1, 1976, by his then current daily rate of pay, less any days of deduction in accordance with the previously described deductible days.

A member who has been off duty because of illness shall be permitted to charge his pre-October 1, 1969 bank for said days of absence due to illness; and when said bank is exhausted, then he may charge first the days earned between October 1, 1969, and July 1, 1976.

Section 4 - BEREAVEMENT

A 4-day bereavement leave (which shall not be charged to sick leave or vacation leave) shall be granted to each member of the bargaining unit upon the death of a mother, father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, or other member of the immediate household.

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

ARTICLE X

Section 1 - INJURIES

A member of the bargaining unit who is injured in the line of duty or while performing any duty which if performed while on duty would have been considered a part of his employment, shall receive full salary while his incapacity exists or until he is placed on disability retirement. All injuries and recurrences of injuries shall be reported, as required by the Department regulations; provided, however, that the failure to so report shall not per se, bar any employee of the benefits provided for by Section 45-19-1 of the General Laws of Rhode Island 1956, as amended.

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

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

The parties agree that where the injury was caused under circumstances creating a legal liability in some person other than the City to pay damages in respect thereof, the City shall be subrogated to the rights of the employee to recover damages therefor.

Section 2 - MEDICAL CARE FOR INJURIES

Medical care for those members 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 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 has suffered a minor injury in the line of duty which does not require the care of a physician, a report on the injury and treatment shall be made to the Chief of the Department in accordance with Regulations.

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

If the Police Department physician finds that the present condition is not related to the previous injury, the member shall

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

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

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

Section 4 - MEDICAL EXPENSES FOR MEMBER'S FAMILY

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

Section 5 - FUNERAL AND BURIAL EXPENSES

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

Section 6 - HEART ATTACKS AND HYPERTENSION

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

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

Section 7 - DEATH IN THE LINE OF DUTY

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

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

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

Section 8 - STRESS PROGRAM

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

Section 9 - PHYSICAL FITNESS PROGRAM

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

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

ARTICLE XI

Section 1 - RULES AND REGULATIONS

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

Section 2 - REVISION OF RULES AND REGULATIONS

The parties recognize the need to revise the current Rules and Regulations of the Department. A four (4) person committee, two (2) to be appointed by the Mayor and two (2) to be appointed by Providence Lodge #3, shall be formed within thirty (30) days from the execution of this Agreement. This committee shall recommend a revised set of rules and regulations to the Commissioner of Public Safety within nine (9) months of its appointment.

ARTICLE XII

Section 1 - SALARIES

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

	<u>7/1/82-6/30/83</u>	<u>7/1/83-6/30/84</u>
Patrolmen (upon appointment)	\$340.74	\$371.41
Patrolmen (after 12 months service)	\$348.55	\$379.92
Patrolmen (after 18 months service)	\$370.53	\$403.88
Sergeant	\$408.09	\$444.82
Lieutenant	\$447.20	\$487.45
Captain	\$486.30	\$530.07

All members of the night reliefs, shall receive as salary an additional Ten (\$10.00) Dollars per week over and above the specified rate which additional amount shall be included as part of the member's base pay.

All members in the Investigative Division, SOG, BCI, TEST, IA, HQ, Intelligence Bureau, Property Room, Prosecution Bureau, Administrative Staff Division, 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 wages, nine (9%) percent additional compensation.

Any member of the bargaining unit who is either transferred or detailed into one of the foregoing 9% 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 transferred out of one of the foregoing 9% bureaus or divisions shall lose the 9% 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 pay check.

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

Section 3 - LONGEVITY

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 4 years	0%
5th through 9 years	3%
10th through 14 years	4%
15th through 19 years	5%
20th year and over	6%

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.

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

ARTICLE XIII

Section 1 - GRIEVANCE DEFINED

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

- (a) A member of the bargaining unit has been treated unfairly;
- (b) There has been a violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement or of established policy or practices;
- (c) That a member of the bargaining unit'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 conditons 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. Said Executive Board, shall, within five (5) days of the receipt of said grievance, arrange for the member to present his alleged grievance at a meeting of the Executive Board. It shall be the responsibility of the Executive Board to determine the justification of the complaint. If, in the judgment of the Board, the nature of the grievance justifies further action, it shall, through the president or vice president of Providence Lodge #3, carry the grievance to the Chief of the Providence Police Department.

B. The Chief of the Police or his designee shall meet with the president or vice 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. 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 and the president or vice president of Providence Lodge #3 for the purpose of testifying on the grievance. Within five (5) days

(unless otherwise agreed upon) of the first meeting between the Chief of the Department and the president or vice president of Providence Lodge #3, the Chief shall render his decision, in writing, a copy of the same to be delivered to the president or vice president of Lodge #3.

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 shall be binding in nature in all matters except that the grievance procedures shall not be permitted with respect to matters pertaining to discipline except as to Article II, Section 2 hereof.

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

In addition to the foregoing grievance procedure, Providence Lodge #3 shall have the right to initiate a grievance on its own behalf. 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 No. 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 employee. 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 by a member within thirty (30) days of the date of the event or his knowledge thereof or ninety (90) days by the FOP from the date of the event or its knowledge thereof, the grievance shall be deemed to have been waived.

Section 3 - LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

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

ARTICLE XIV

Section 1 - BLUE CROSS AND PHYSICIAN'S SERVICE - ACTIVE MEMBERS

The City agrees to assume for all members of the bargaining unit the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present semi-private plan and family coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100 or in the Rhode Island Group Health Association Plan with the following riders:

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

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

Section 2 - BLUE CROSS AND PHYSICIAN'S SERVICE - RETIREES

Commencing July 1, 1977, the City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present semi-private plan and family coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100, or Rhode Island Group Health Association Plan with riders for Alcoholism, Mental Health, and Prescription Drug for all members retiring on or after said date.

Should any member or any 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 retired member subsequent to retirement lose said alternate coverage then the City will pick up the full cost of coverage under this section.

Section 3 - DELTA DENTAL BENEFITS

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

Section 4 - LIFE INSURANCE

The City shall pay for life insurance of Five Thousand (\$5,000.00) Dollars or the equivalent on the life of each member of the bargaining unit.

Section 5 - PROFESSIONAL LIABILITY INSURANCE

The City shall purchase for each member of the bargaining unit professional liability insurance from the Midland Insurance Compay, no deductible, over \$100,000.00 coverage (or equivalent).

In the event that the City cannot obtain coverage or in the event that the City desires to be a self-insurer, the City shall provide the same coverage that the members of the bargaining unit receive under said policy.

Section 6 - LEGAL ASSISTANCE FUND

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

ARTICLE XV

Section 1 - DETAIL PAY

All members of the bargaining unit who are required to report for private duty details, shall be paid at the rate of time and one-half their regular rate of pay and shall be granted at least the minimum of four (4) hours pay at said rate.

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

The payment of all details shall be the responsibility of the City. Detail pays shall be made directly to the police officers who performed the work at said detail and shall be made by the City to said officers within two (2) weeks from the date 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 of the bargaining unit shall be paid for the services he performed.

Providence Lodge #3 shall have the right at any time from the date of this Agreement to reopen the matter of the pay for detail pay as provided in Paragraph (1) hereof, and also the details on which double pay is paid for details under Section 2.

Section 2 - SPECIAL HOLIDAY DETAIL PAY

Private details on Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, 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 8:00 o'clock a.m. on the day of the holiday up to 8:00 o'clock a.m. on the day following the holiday.

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

considered as beginning 8:00 o'clock a.m. December 25th and ending December 26th at 8:00 o'clock a.m.

Section 3 - DETAIL LIST

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

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

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 - 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.

Section 5 - MANPOWER FOR DETAILS

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

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

All details requiring uniformed members of the bargaining unit shall be taken from the uniform division before being taken from any other division.

All paid details requiring plainclothesmen shall be filled from members of the plainclothes divisions before being taken from any other division.

ARTICLE XVI

Section 1 - NO STRIKE CLAUSE

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

ARTICLE XVII

Section 1 - EQUIPMENT FOR PATROL CARS AND FOOT POSTS

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

ARTICLE XVIII

Section 1 - DURATION OF AGREEMENT

This Agreement shall be for the term beginning July 1, 1982 and ending June 30, 1984.

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, thereunto duly authorized by the City Council of the City of Providence, as of the day and year first above written, and the said Providence Lodge #3, Fraternal Order of Police has caused this instrument to be signed by George W. Ritchie III its President thereunto duly authorized, as of the day and year first above written.

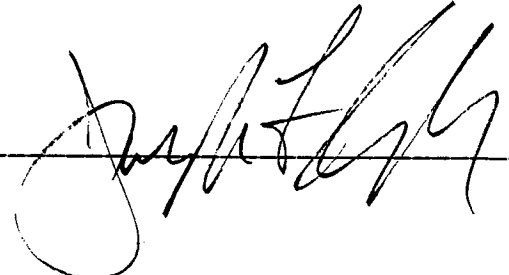
IN THE PRESENCE OF:

CITY OF PROVIDENCE



VINCENT A. CIANCI, JR., MAYOR

PROVIDENCE LODGE #3
FRATERNAL ORDER OF POLICE



GEORGE W. RITCHIE III, PRESIDENT

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OCT 15 11 55 AM '82
DEI. CLERK
PROVIDENCE, R.I.

October 13 1982

RECEIVED TO COMMITTEE ON
FIRST READING
OCT 15 1982
CITY OF PROVIDENCE

Providence Lodge No. 3
Fraternal Order of Police
c/o Patrolman Dennis Boucher
40 Sheridan Street
Providence, Rhode Island

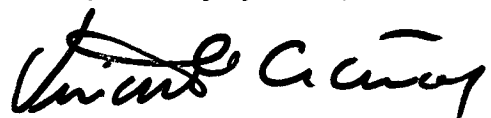
Gentlemen:

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

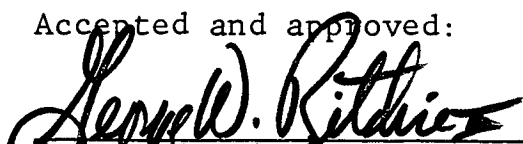
It is further agreed by the City of Providence that the City of Providence will pay all medical expenses, doctors fees and other related expenses on behalf of any employee covered by this agreement who is placed on the disability pension list where such expenses are incurred as the result of the injuries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

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

Very truly yours,

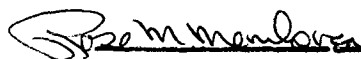


Accepted and approved:


George W. Ritchie, III
Providence Lodge No. 3
Fraternal Order of Police

IN CITY COUNCIL
OCT 21 1982
FIRST READING
REFERRED TO COMMITTEE ON

EMPLOYEE RELATIONS

 **CLERK**