

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 675

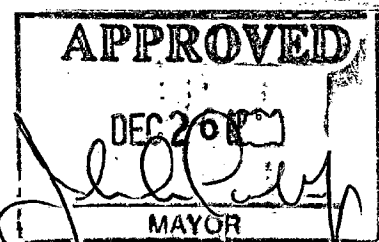
Approved December 26, 1984

RESOLVED, That the accompanying copy of Collective Bargaining Agreement, for the term beginning July 1, 1984 and ending June 30, 1985, by and between the City of Providence and Providence Lodge #3, Fraternal Order of Police, is hereby transmitted to the City Council for ratification and the City Clerk is directed to cause the same to be filed in the Department of City Clerk.

IN CITY COUNCIL  
DEC 20 1984

READ AND PASSED

*[Signature]* PRES.  
*[Signature]* CLERK



IN CITY COUNCIL  
DEC 6 1984  
FIRST READING  
REFERRED TO COMMITTEE ON FINANCE

*Rose M. Mendonca* CLERK

THE COMMITTEE ON  
FINANCE

Approves Passage of  
The Within Resolution

*Rose M. Mendonca*  
Clerk Chairman

December 17, 1984

*Councilman Glavin, Councilman Dillon & Councilwoman Fagnoli, by Request*



## Executive Chamber, City of Providence

JOSEPH R. PAOLINO, JR.  
MAYOR

November 30, 1984

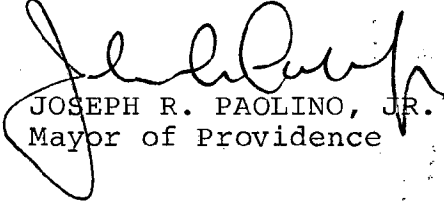
The Honorable Members  
The City Council of the  
City of Providence  
City Hall  
Providence, Rhode Island 02903

Dear Honorable Members:

Enclosed please find an agreement between the  
City of Providence and Providence Lodge No. 3,  
Fraternal Order of Police, for a term beginning July 1,  
1984 and ending June 30, 1985.

The same is respectfully submitted for ratifi-  
cation.

Respectfully,

  
JOSEPH R. PAOLINO, JR.,  
Mayor of Providence

JRP/rh

Enclosure

1984 - 1985

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF PROVIDENCE

AND

PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE

1984 - 1985

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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        day of December A.D., 1984, 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 I

### 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 Board of Directors 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 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 or Vice President of the Union will be given at least forty-eight (48) hours written notice of the issuance of any General Orders 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 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. - 8 p.m.	20
8 p.m. - 12 a.m.	27
12 a.m. - 4 a.m.	27
4 a.m. - 8 a.m.	18

Whenever the level of manpower falls below that established 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 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.

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 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 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. 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; detective patrolman - no more than 10; detective sergeant - no more than 4; detective lieutenant - no more than 3; detective captain - no more than 2. 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 or college selected by the Personnel Director of the City of Providence. A member of the bargaining unit who is seeking promotion must receive a passing grade on the written portion of the examination in order to be eligible for the promotion he is seeking.

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 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 seniority. In addition, no vacancy which occurs on said promotional list shall be filled irrespective of the reason for said vacancy.

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

#### 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 one-half (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 shall be as follows:

8:00 a.m. to 4:00 p.m.	Day Shift
4:00 p.m. to 12:00 a.m.	Out First Shift
12:00 a.m. to 8:00 a.m.	Out Last Shift
8:00 p.m. to 4:00 a.m.	Mid Shift

The Day Shift and Mid Shift shall be steady shifts. The Out First and Out Last Shifts shall be on a rotating basis. By way of example, a member who is neither on the Day Shift nor Mid Shift shall commence his first tour of duty at 12:00 a.m., his second tour of duty at 4:00 p.m., his third tour of duty at 12:00 a.m. and his last tour of duty at 4:00 p.m.

Members on the Day Shift shall commence all of their tours of duty at 8:00 a.m. and terminate same at 4:00 p.m.

Members on the Mid Shift shall commence their first three (3) tours of duty at 8:00 p.m. and terminate same at 4:00 a.m., and commence their last tour of duty at 4:00 p.m. and terminate same at 12:00 a.m.

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

Transfers to the Mid Shift shall be filled by members of the bargaining unit with the least amount of seniority, but this shall not preclude a member of the bargaining unit with greater seniority to volunteer and be transferred to such Mid Shift.

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 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.

#### 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 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.

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.

### 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 one (1) day, 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 one (1) day, 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 plus one (1) day, 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.

Members of the bargaining unit shall be entitled to the one (1) additional day referred to above commencing with the 1985 calendar year.

#### 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
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 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 continue to be worn until replaced by the City.

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

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

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

the course of his duties as a member of the said plainclothes division.

Members of the bargaining unit in a non-uniform capacity shall within thirty (30) days of 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 \$50 per year for carrying on their person during off duty hours their service revolvers or personal weapon approved by the department weapons officer. Should a member of the bargaining unit refuse or fail to carry his weapon while off duty, he may be required to forfeit the gun allowance.

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

## ARTICLE IX

### Section 1 - SICK LEAVE

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

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

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

### Section 2 - REASONS FOR SICK LEAVE

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

A. Personal illness or physical incapacity to such 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

Each member of the Police Department shall be entitled to be credited with severance pay at the rate of one and one-quarter (1 1/4) days per month, accumulative to a maximum of one hundred twenty (120) days which shall be due and payable upon the said member's actual retirement or upon his death prior to retirement.

The amount of said severance pay shall be determined at the time of the members 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 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, step-mother, father, step-father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, or other member of the immediate household.

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

### ARTICLE X

#### Section 1 - INJURIES

A member of the bargaining unit who is injured in the line of duty or while performing any duty which if performed while on duty

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

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

The City further agrees that once a member 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:

7/01/84 - 6/30/85

Patrolmen (upon appointment)	\$395.55
Patrolmen (after 12 months service)	\$404.61
Patrolmen (after 18 months service)	\$430.13
Sergeant	\$473.73
Lieutenant	\$519.13
Captain	\$564.52

All members of the night reliefs, shall receive as salary an additional Ten (\$10.00) Dollars per week (effective 1/1/85 \$13.00) 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	4%
10th through 14 years	5%
15th through 19 years	6%
20th year and over	7%

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 forty-five (45) 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, or if the FOP fails to request an assignment of an arbitrator by 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.



### 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 Twelve Thousand Five Hundred (\$12,500.00) 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 Company, 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 to private duty details, shall be paid at the rate indicated below and shall be granted at least the minimum of four (4) hours pay at said rate.

#### Uniform

#### Plain Clothes

Patrolman - \$12.88 per hour

Detec. Ptlm. - \$14.05 per hour

Sergeant - \$14.26 per hour

Detec. Sgt. - \$15.54 per hour

Lieutenant - \$15.63 per hour

Detec. Lt. - \$17.02 per hour

Captain - \$18.52 per hour

Detec. Capt. - \$18.52 per hour

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--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 No. 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 No. 3 at the end of each pay period a list of those members who were paid for each detail.

Members shall not be eligible for assignments to details while on vacation, sick leave, bereavement leave, personal day (Article VII, Section 6), 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 particular described below, however, this shall not preclude any member from volunteering for a detail while on vacation, personal day, 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 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, or unless the member has violated one of the following provisions relative to details.

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

The above-described penalties are intended as a control factor for the detail list. In that context, any of the offenses and penalties as described above shall not be considered disciplinary action as covered under the Law Enforcement Officers' Bill of

Rights nor shall said offenses and penalties appear in any personnel files of the member. In the event there is a violation of a Departmental Regulation while on a detail, the member shall not be subject to both (1) the imposition of the penalties set forth above and (2) the punishment or penalties that the Chief may attempt to impose by bringing departmental charges. The Chief shall decide the manner in which he feels the member shall be punished or penalized. If the Chief decides to punish/penalize the member for a violation of a departmental regulation while on a detail as set forth above, then said punishment is subject to the grievance procedure. If the Chief decides to recommend punishment under the Bill of Rights for a violation of a departmental regulation, then the member shall be entitled to a hearing under the Bill of Rights.

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

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

If a member is eligible but not available for a detail assignment, he shall notify the detail officer in writing at least three days in advance except in a case of an emergency. If a member fails to comply with this requirement and subsequently

refuses to accept the detail, he shall be considered as having refused to accept the detail (see "B" above).

Section 5--MANPOWER FOR DETAILS

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

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

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

All details requiring uniform members of the bargaining unit shall be taken from the Uniform Division (as defined in the Department Organizational Chart) and shall be offered to all available patrolmen before being offered to any other rank or division.



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

#### Section 6--INJURIES ON DETAILS

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

#### ARTICLE XVI

##### Section 1 - NO STRIKE CLAUSE

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, 1984 and ending June 30, 1985.

IN WITNESS WHEREOF, the said City has caused this instrument to be executed and its corporate seal to be affixed by Joseph R. Paolino, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence, 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 Dennis Boucher its President thereunto duly authorized, as of the day and year first above written.

IN THE PRESENCE OF:

CITY OF PROVIDENCE

*Charles A. Pustino*

*Joseph R. Paolino, Jr.*  
JOSEPH R. PAOLINO, JR., MAYOR  
PROVIDENCE LODGE #3  
FRATERNAL ORDER OF POLICE

*Anthony J. Mancuso*

*Dennis L. Boucher*  
DENNIS BOUCHER, PRESIDENT

December , 1984.

Providence Lodge No. 3  
Fraternal Order of Police  
c/o Sgt. Dennis Boucher  
209 Fountain Street  
Providence, RI 02903

Gentlemen:

Although there exists a written Collective Bargaining Agreement between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police, which agreement covers the terms and conditions of employment between members of the Providence Police Department and the City of Providence, it is further agreed that the City of Providence will pay all medical and hospital expenses for members of an employee's immediate family who contract a contagious disease where such contagious disease may reasonably be considered to have been transmitted by the employee to such member or his family and where such contagious disease was contracted as a result of said employee's exposure to 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 related to any recurrence of said injury or illness for which he was placed on the disability pension list; provided however, that there should be deducted therefrom any amounts which the employee may receive by virtue of Blue Cross coverage.

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

Finally, the parties agree that the FOP's proposal number 17 (1984-1985) relative to the clothing allowance for shirts and trousers may be reopened on or after January 1, 1985. If the parties cannot resolve their differences with respect to that

proposal then the parties agree to an expedited arbitration hearing relative to same.

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

Very truly yours,

Joseph R. Paolino, Jr.

ACCEPTED AND APPROVED:

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DENNIS BOUCHER  
Providence Lodge No. 3  
Fraternal Order of Police

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**FILED**

Nov 30 12 56 PM '84

DEPT. OF CITY CLERK  
PROVIDENCE, R.I.