

FRANCIS A. LENNON
COMMISSIONER



~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
ASSISTANT

COMMISSIONER OF PUBLIC SAFETY
209 FOUNTAIN ST., PROVIDENCE 3, RHODE ISLAND

August 27, 1964

To the Honorable the City Council of Providence

Gentlemen:

I have the honor to report to your Honorable Body the results of a study concerning a proposal "to assign a walking patrolman at the Hartford Park Development, during the hours of darkness, in order to curb and to curtail a serious problem of juvenile delinquency." This same proposal has been submitted at least twice in the past year and has been deemed unfeasible. The situation has not changed materially in the meantime and therefore I regret to report that this proposal cannot be favorably considered.

Perusal of police records for the past month revealed the following 7 offenses originating in Hartford Park: 1 breaking and entering case; 2 cases involving malicious mischief; 2 false alarms of fire; and 2 larcenies of bicycles. In addition to these offenses police responded to 37 miscellaneous incidents: 13 medical aids, 4 missing persons, 5 family disturbances, 1 alarm of fire, 1 elevator power failure, 1 auto repossessed, 1 prowler call, and 11 instances of people being annoyed by incidents of a minor nature. Such annoyances involved boys waxing a car, boys on the sidewalk, cars being driven around the area with political signs on them, boys placing political flyers under windshield wipers, etc.

The offenses and incidents occurred throughout the entire project area with 50% of the incidents taking place during daylight hours. It is obvious that only a small percentage of these offenses and incidents could have been observed and prevented by an officer on foot patrol and, consequently, radio car patrols must still be dispatched to handle the great bulk of requests for police service.

Information obtained from Mr. Thomas Hines, Manager of Hartford Park Housing Development, is that a security guard is currently employed by this housing authority who patrols the area nightly between 4:30 p.m. and 10 p.m. Mr. Hines further stated that he is very pleased with the cooperation afforded him by the Patrol and Juvenile Bureaus and, in his opinion, feels that the policing of the project area is adequate.

The project manager adds that he maintains very close observation of conditions within this area and that to his knowledge there has been no increase in the number of complaints or incidents requiring police attention. For a number of years Mr. Hines has had close liaison with this department and has always followed the practice of immediately informing both Commander George W. Wilding and Captain William E. May and acquainting them with any particular situation or police problem as it occurs.

The assignment of a foot patrolman to this area is unnecessary and a waste of manpower. The area is presently being served by two patrol cars and a sergeant who, due to their mobility, can answer any requests for police services within a matter of a very few minutes. Conversely, a foot patrolman would require a vastly greater amount of time to reach the scene and render a police service. Even though he might be equipped with a portable radio, a foot man would still require a considerable amount of time to respond to the scene because he is handicapped by having to travel on foot. Further, statistics maintained for a number of years indicate that officers assigned to foot posts are able to respond to the need for police services in less than 5% of the total need for such services occurring within the areas to which they are assigned.

Respectfully submitted,

IN CITY COUNCIL

SEP 3 1964

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespia
CLERK

Francis C. Lennon
Commissioner of
Public Safety

bs

FILED

AUG 28 1 58 PM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

2 AUGUST 1964

555
POLICE COURT

JUSTICES
PETER K. ROSEDALE
LEO M. COONEY

CITY OF PROVIDENCE
RHODE ISLAND

CLERK
FRANCIS L. PALMER
DEPUTY CLERK
JOHN S. ZIEGELMAYER

August 28, 1964

To The Honorable
The City Council
City of Providence, R.I.

Gentlemen:

I hereby request permission to destroy warrants and receipts for the years 1958 through 1961, presently in the custody of the Clerk of the Police Court.

The reason for this request is principally the lack of storage space.

Very Truly Yours

Francis L. Palmer
Francis L. Palmer
Clerk of Police Court

IN CITY COUNCIL

SEP 3 1964

READ: *and Received and Permission Granted*
Vincent Vespia
CLERK

FILED

AUG 28 1 58 PM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

CITY OF PROVIDENCE MILK DEPARTMENT

JOSEPH SMITH, M. D.
Superintendent of Health
Inspector of Milk, ex-officio
Health Dept., 161 Fountain St.

RICHARD S. MCKENZIE, B.S.
Deputy Inspector of Milk
Laboratory and Office at
Charles V. Chapin Hospital

QUARTERLY REPORT OF THE QUALITY OF MILK SOLD IN PROVIDENCE BY RETAIL DISTRIBUTORS

The following table gives the results of the average of analyses made by this department during the second quarter of the year 1964.

No distributor's name is listed under a particular grade of milk unless at least four samples of that grade were analyzed during the quarter. The standard plate count of colonies of bacteria is obtained by using the logarithmic average set forth in the United States Public Health Service Milk Code.

CERTIFIED MILK

The legal standards for Certified Milk are those adopted by the American Association of Medical Milk Commissions, Inc. and in effect at the time of production.

Unless otherwise indicated on the label it shall contain an average of 4.0% of butter fat with a minimum of 3.5% for individual samples and a minimum of 12% of total solids.

The average bacterial count of Pasteurized Certified Milk shall not exceed 500 colonies of bacteria per cubic centimeter.

GRADE A MILK—PASTEURIZED

Grade A Pasteurized milk is produced on farms scoring not less than 85% using the dairy score card of the U. S. Department of Agriculture. The butter fat shall average not less than 3.50% for any four samples taken in a period of not less than 30 days or more than 90 days. The bacteria count shall have a logarithmic average of not greater than 5,000 for any 4 consecutive samples.

The Milk Solids Not Fat shall average 8.50%.

NAME OF DEALER	BUTTER FAT	SOLIDS NOT FAT	*Standard Plate Count. Colonies of Bacteria in One Cubic Centimeter
	Per Cent	Per Cent	
Arrow Lakes Dairy, Inc.....	3.94	8.83	175
Barber, H. C., Dairy, Inc.....	3.95	8.69	3,750
Brown, W. B., & Sons, Inc.....	3.96	8.70	300
Christiansen's Dairy Co.....	4.01	8.90	150
Crandall, E. S., Dairy, Inc.....	3.83	8.85	150
Cranston Farms, Inc.....	3.96	8.78	125
De Ciantis Bros. Dairy, Inc.....	4.06	8.73	75

GRADE A MILK—PASTEURIZED

NAME OF DEALER	BUTTER FAT	SOLIDS NOT FAT	*Standard Plate Count. Colonies of Bacteria in One Cubic Centimeter
	Per Cent	Per Cent	
Farmers' Dairy, Inc.	3.73	8.74	250
Federal Dairy Co., Inc.	3.83	8.64	975
Harwood Dairy	3.91	8.57	80
Hennessey Dairy Co.	3.73	8.51	1,250
Hillside Farms, Inc.	3.85	8.78	60
Hood, H. P., & Sons	3.91	8.68	125
Hoogasian's Dairy	3.51	8.56	1,000
Mt. Pleasant Dairy, Inc.	3.58	8.70	125
Munroe, A. B., Dairy, Inc.	4.05	8.77	375
Pippin Orchard Dairy, Inc.	3.98	8.82	1,000
Read's Dairy	4.11	8.90	150
Remington's Dairy, Inc.	4.08	8.78	425
Salois Sanitary Dairy	4.06	8.98	3,750
Steere, Wm. H.	3.74	8.80	325
Turner-Lees Dairy, Inc.	4.11	8.90	100
Winsor, S. B., Dairy, Inc.	4.01	8.88	200

PASTEURIZED MILK

The average bacteria count of pasteurized milk at the time of delivery to the consumer shall not exceed 10,000 per cubic centimeter and the average per centum of butter fat shall be not less than 3.25 per centum by weight.

The Milk Solids Not Fat shall average 8.25%.

NAME OF DEALER	BUTTER FAT	SOLIDS NOT FAT	*Standard Plate Count. Colonies of Bacteria in One Cubic Centimeter
	Per Cent	Per Cent	
Arrow Lakes Dairy, Inc.	3.68	8.72	100
Barber, H. C., Dairy, Inc.	3.59	8.62	1,500
Brown, W. B., & Sons, Inc.	3.58	8.78	275
Burgess, John	3.73	8.70	85
Cassidy's Dairy	3.52	8.66	275
Cherry Valley Dairy	3.53	8.66	675
Christiansen's Dairy Co.	4.00	8.94	150
Crandall, E. S., Dairy, Inc.	3.63	8.67	400
Cranston Farms, Inc.	3.93	8.76	125
Cumberland Farms, Inc.	3.45	8.84	800
De Ciantis Bros. Dairy, Inc.	4.17	8.73	95
East Greenwich Dairy Co.	3.55	8.62	925
Farmers' Dairy, Inc.	3.59	8.75	300
Federal Dairy Co., Inc.	3.63	8.73	925
Garelick Bros. Dairy, Inc.	3.70	8.62	825
Harvard Dairy	3.46	8.55	900
Harwood Dairy	3.58	8.65	100
Hennessey Dairy Co.	3.50	8.50	1,000
Hillside Farms, Inc.	3.65	8.71	35
Hill View Dairy	4.04	8.83	90
Hood, H. P., & Sons	3.73	8.67	325
Hoogasian's Dairy	3.40	8.52	925
Ledge Dairy	3.88	8.68	2,000
Mello's Dairy	3.60	8.73	200
Mt. Pleasant Dairy, Inc.	3.61	8.85	225
Munroe, A. B., Dairy, Inc.	3.71	8.77	275
Old Village Farm	3.38	8.70	575
Pippin Orchard Dairy, Inc.	3.94	8.82	1,500
Read's Dairy	3.86	8.76	350
Remington's Dairy, Inc.	3.61	8.65	150
Roger Williams Dairy	4.21	8.95	2,750
Salois Sanitary Dairy	3.70	8.91	9,000

PASTEURIZED MILK

NAME OF DEALER	BUTTER FAT	SOLIDS NOT FAT	*Standard Plate Count. Colonies of Bacteria in One Cubic Centimeter
	Per Cent	Per Cent	
Souza's Dairy	3.51	8.71	825
Stop & Shop Dairy	3.81	8.75	200
Sunnybrook Farm, Inc.	3.53	8.55	825
Turner-Lees Dairy, Inc.	4.04	8.90	175
Whiting Milk Co.	3.93	8.72	425
Winsor, S. B., Dairy, Inc.	4.02	8.90	200

* STANDARD PLATE COUNT—The counts as listed are not all in accord with the "Standard Methods for the Examination of Dairy Products" as at present in force. Inasmuch as Standard Methods tries to overcome human errors as much as possible, only plate counts between 30 and 300 are to be tabulated. Inasmuch as direct plating, without dilution, would render the plate difficult to count through the milk cloud, most dilutions are 1:10 or 1:100. As most of the plates show a count under 30, Standard Methods insists that such plates be listed and averaged as less than 300, (30 times 10), organisms per millilitre. It is our feeling, however, that our method serves as a goal and greater incentive towards purer milk. This heading should preferably read PLATE COUNT.

Respectfully submitted,

JOSEPH SMITH, M.D.

Inspector of Milk

IN CITY COUNCIL

SEP 3 1964

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespa
CLERK

FILED

AUG 28 10 14 AM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

IN CITY COUNCIL

557

SEP 9 1964

CLEARY SCHOOL

75 JOHN ST.

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

August 31, 1964

CLERK

Honorable Members of the City Council
Providence, Rhode Island

Gentlemen:

In my long and pleasant associations with big and little residents of Fox Point, it has seemed that I had received all the marks of appreciation that human ingenuity could devise; but I have recently been astounded by the thoughtfulness of Mr. William Sullivan.

I shall always cherish the distinction conferred on me, not only for the personal honor, but even more because it proves that the gentlemen of our Council still have a chivalrous esteem for the Sisters of Mercy whose habit I have been privileged to wear for over half a century.

In my grateful prayers I shall ask that the loving Hand of Christ will always be extended in blessings for these Knights of '964.

Sincerely in J.C.

Sister Mary Rosella, R.S.M.

City of Providence

DEPARTMENT OF MILK INSPECTION

C. V. Chapin Hospital

153 Eaton Street, Providence, R.I.

September 3, 1964

To the Honorable, The City Council of the City of Providence,
Gentlemen:

The following list of individuals, firms, companies, corporations,
etc., with the approval of the Inspector of Milk, respectfully request
licenses to sell milk, cream and skimmed milk in the City of Providence.

IN CITY COUNCIL**SEP 3 1964****READ AND GRANTED***Vincent Vespia*
CLERK

Respectfully submitted,

Richard S. McKenzie
Richard S. McKenzie,
Deputy Inspector of Milk

919 FREGO'S DINER
489 ALLENS AVENUE
PROVIDENCE, R.I.

920 GLORIA'S VARIETY
300 BROADWAY
PROVIDENCE, R.I.

921 ART'S PIZZA
83 BURLINGTON STREET
PROVIDENCE, R.I.

922 LINCOLN SCHOOL FOR GIRLS
301 Butler Avenue
Providence, R. I.

923 SAVASTANO BAKERY
576 DOUGLAS AVENUE
PROVIDENCE, R.I.

924 STELLA'S DINETTE
683 EDDY STREET
PROVIDENCE, R.I.

925 REDWOOD RESTAURANT
987 EDDY STREET
PROVIDENCE, R.I.

926 BUTLER HOSPITAL COFFEE SHOP
333 GROTTO AVENUE
PROVIDENCE, R.I.

927 TED'S PIZZA
522 HARTFORD AVENUE
PROVIDENCE, R.I.

928 YAMATO-YA
ORIENTAL GIFT SHOP & GROCERIES
570 HARTFORD AVENUE
PROVIDENCE, R.I.

929 STEVE'S CATERING
21 MILTON STREET
JOHNSTON, R.I.

930 AL'S VARIETY
725 NORTH MAIN STREET
PROVIDENCE, R.I.

931 WILLIAMS BROS. INC.
ROGER WILLIAMS PARK
Providence, R.I.

932 MAZZONCINI TRAVELING STORE
411 SHARON STREET
PROVIDENCE, R.I.

933 SIMONE GIORDANO
86 Sutton St.
Providence, R.I.

934 NEW YORKER RESTAURANT
225 WEYBOSSET STREET
PROVIDENCE, R.I.

FILED

AUG 28 10 13 AM '64

DEPT. OF CITY CLERK
PROVIDENCE, R. I.

12-10-10
12-10-10
12-10-10

CITY OF PROVIDENCE

RHODE ISLAND

WILLIAM E. MCCABE

CITY SOLICITOR

HARRY GOLDSTEIN

VINCENT A. RAGOSTA

DAVID J. KEHOE

VINCENT J. PICCIRILLI

ASSISTANTS

GUERRINO A. BROSCO

CLAIMS ADJUSTER

LAW DEPARTMENT

August 20, 1964.

To the Honorable the Members of the City Council,
City Hall,
Providence, Rhode Island.

Gentlemen:

I am in receipt of your memorandum requesting my opinion as to the necessity of legislative authority for the adoption of a civil service system for employees of the City of Providence.

In my opinion, the City must obtain authority from the Rhode Island General Assembly for the institution and maintenance of such a system.

Although the right to work for a living in the common occupations of the community is part of the personal liberty protected by the Federal Constitution from various forms of discriminatory action by public authorities, there is no constitutional right to be employed in municipal government. Neither is there any vested right in such employment except as conferred by statute or regulation enacted under authority of statute. Legislative control over the rights, powers and duties of public officers and employees is absolute. It would therefore seem to necessarily follow that civil service provisions which are intended to eliminate partisanship and personal favoritism in appointments to public positions may be established and maintained only if proper legislative authority exists.

If qualified persons are to be made secure in their positions, the practical and safe method of doing so is to obtain legislative approval. Failure to do so would not be advisable.

I have been unable after considerable research to find a case which clearly determines the question at issue. It is significant, however, that in every case which has been examined in which some phase of civil service operations was at issue, the subject civil service system was adopted pursuant to a statute or a provision of the charter of the municipality. While it is far from controlling, it is worthy of note that when the present City Charter was adopted in 1940, Section 136 authorized, empowered and directed the City to establish and maintain a civil service system. It is true that this was more than an authorization as it also contained a direction. However, we cannot lose sight of the fact that the drafters of the Charter presumably thought it advisable, if not necessary, to insert the section on civil service as a part of the City Charter which was an enactment of the state legislature.

I do not feel that Chapter 104 of the 1963 Public Laws, which was an act granting certain powers to the City of Providence contains any authority to establish a civil service system for Providence employees. Certainly there is no express grant in that act and I do not think we would be

CITY OF PROVIDENCE
RHODE ISLAND

LAW DEPARTMENT

To the Honorable the Members
of the City Council,

August 20, 1964

PAGE #2.

justified in basing a grant of authority on any inference or implication
from the broad language of that act.

Very truly yours,

William E. McCabe

CITY SOLICITOR

WEM:RAF

IN CITY COUNCIL

SEP 3 1964

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespa
CLERK

FILED

AUG 27 9 28 AM '64

DEPT. OF CITY CLERK
PROVIDENCE, R.I.

(A)

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No.

Approved

RESOLVED,

THAT, the City Solicitor be directed to prepare, cause to be introduced into the General Assembly and to urge passage of an Act repealing Chapter 2722, Paragraph 6 of the Public Laws of 1951, and that the City of Providence by Ordinance, be authorized, empowered and directed to institute, establish and maintain a Civil Service System of employment for its employees.

RESOLUTION
OF THE
CITY COUNCIL

IN CITY
COUNCIL

JUL 10 1963

FIRST READING
REFERRED TO COMMITTEE ON
ORDINANCES
Deane & Nolan, CLERK

IN CITY
COUNCIL

AUG 13 1964

FIRST READING
REFERRED TO COMMITTEE ON
City Ordinances
Vincent Lapier, CLERK

THE COMMITTEE ON

~~Ordinances~~ 823/63
Recommends Indefinite
Postponement

~~Chairman~~
Committee Clerk

THE COMMITTEE ON

~~Ordinances~~
Approves Passage of
The Within Resolution

~~Chairman~~
7-23-64
Clerk

Mr. Deane

THE CITY OF PROVIDENCE
Office of the City Clerk

MEMORANDUM

Providence, R. I., August 19, 1964

TO: City Solicitor

SUBJECT: Civil Service System

CONSIDERED BY: City Council

ACTION TAKEN: Voted to refer attached copy of above subject referred to you with a request that you report back to the City Council for its next meeting which will be held on Thursday, September 3, 1964, as to the necessity of Legislative Authority to adopting Civil Service System.

VV/ss

Vincent Vespa
City Clerk



CITY OF PROVIDENCE
EXECUTIVE CHAMBER
PROVIDENCE, R.I.

WALTER H. REYNOLDS
MAYOR

August 28, 1964

To the Honorable the City Council
of the City of Providence
City Hall
Providence, Rhode Island

Gentlemen:

The Special Committee created by your Honorable Body to negotiate with Providence Lodge No. 3, Fraternal Order of Police has completed its conferences and negotiations relative to a contract for the fiscal year beginning October 1, 1964 and ending September 30, 1965.

As required by law the proposed contract is submitted herewith with recommendation of approval.

Very truly yours,

Walter H. Reynolds
Walter H. Reynolds
Mayor of Providence

Anthony B. Sciarretta
Anthony B. Sciarretta

Edward J. Loughran
Edward J. Loughran

Charles A. Kilvert
Charles A. Kilvert

Charles H. O'Connor
Charles H. O'Connor

IN CITY COUNCIL

SEP 3 1964

READ:

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Vincent Vespia
CLERK

A G R E E M E N T

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, 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 *2nd* day of *October*, A. D. 1964, by and between the CITY OF PROVIDENCE and PROVIDENCE LODGE NO. 3, FRATERNAL ORDER OF POLICE (hereinafter called Providence Lodge No. 3).

PREAMBLE

Pursuant to the provisions of Chapter 54 of the Public Laws of Rhode Island, 1963, 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 of Providence recognizes that the full-time policemen of the City of Providence have the Statutory right to bargain collectively with the City of Providence 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 of Providence 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 54 of the Public Laws of the State of Rhode Island, 1963, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, 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 of Providence recognizes Providence Lodge No. 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 of Providence and employees of the Police Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. EMPLOYMENT SECURITY

The City of Providence agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or legitimate activities in Providence Lodge No. 3.

Section 3. DUES DEDUCTION

The City of Providence shall deduct Providence Lodge No. 3 dues upon receipt of authorization of members of Providence Lodge No. 3 who shall sign deduction form cards to be supplied by the Lodge. The City of Providence shall forward to the Financial Secretary of Providence Lodge No. 3 such deductions each month following the month of deduction.

Section 4. TIME OFF FOR BARGAINING

All employees covered by this Agreement, who are officers of Providence Lodge No. 3, or who are appointed by Providence Lodge No. 3 as members of said Lodge's Collective Bargaining Negotiating Committee, (not to exceed three (3)) 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.

ARTICLE II.

Section 1. MANAGEMENT RIGHTS

The City of Providence shall retain the right to issue, through the Commissioner of Public Safety, rules and regulations governing the conduct of the Police Department.

ARTICLE III.

Section 1. SENIORITY

Seniority of employees 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 at the start of said employees training period; provided, however, that active service in the Armed Forces of the United States shall be considered as part of said employee's continuous service.

ARTICLE IV.

Section 1. VACANCIES - PATROLMEN'S RANKS

As far as possible, the Police Department shall continue to anticipate and plan for filling vacancies in the rank of Patrolman, as now covered by Ordinance and Department Orders.

Section 2. VACANCIES - OFFICERS' RANKS

As far as possible, the Police Department shall continue to anticipate and plan for filling vacancies in officers' ranks, and shall endeavor to have a promotion list available. The Police Department shall continue to make promotions as soon as practicable after a vacancy occurs.

Section 3. PROMOTION

Promotions to the ranks of Sergeant, Lieutenant and Captain within the Police Department, shall be made on a competitive basis as prescribed by the regulations of the Police Department.

ARTICLE V.

Section 1. DUTIES

The duties of the members of the Police Department shall consist of the repression and prevention of crime and the enforcement of the laws and ordinances of the City of Providence and the statutes of the State of Rhode Island and such other necessary auxiliary administrative, and service functions presently conducted by the Police Department, and such other duties as are, or may be, prescribed by the Commissioner of Public Safety in accordance with the provisions of the statutes of the State of Rhode Island in such cases made and provided.

Section 2. DETAIL TO OTHER DEPARTMENTS

The City of Providence agrees that employees of the Police Department 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 TO OTHER DIVISIONS

The transfer to different divisions within the Police Department shall be made by the Chief of the Department subject to the approval of the Commissioner of Public Safety.

ARTICLE VI.

Section 1. HOURS

The regular work week for all employees of the Providence Police Department shall be forty (40) hours, consisting normally of five (5) eight (8) hour tours of duty.

Section 2. OVERTIME

Except for employees in the Detective Division and "C" Squad, all employees who work over forty (40) hours per week, shall be compensated for all hours worked in excess of forty (40) hours at the rate of straight-time pay based on 1/40th of said employee's regular weekly pay; provided, however, that no overtime pay shall be paid for the first fifteen (15) minutes overtime in any work day or work night unless said employee works in excess of said fifteen (15) minute period, in which event overtime pay shall be paid for all time worked in excess of said employee's normal work day or work night, and provided further, that no employee shall be entitled to overtime pay unless he has worked in excess of forty (40) hours during the normal work week.

All employees in the Detective Division and "C" Squad shall be paid additional compensation equal to eight (8%) percent of their basic weekly salary in lieu of the overtime and call back pay provisions contained in this Agreement.

Section 3. CALL BACK PAY

All employees covered by this Agreement, who are called back to duty, shall be compensated for at least four (4) hours at the rate set forth in Section 2 hereof.

ARTICLE VII.

Section 1. VACATIONS

All employees of the Providence Police Department who have been continuously in the employ of the City of Providence for at least one (1) year, shall be entitled to an annual vacation of two (2) calendar weeks with pay during each succeeding year of their employment; all members of the Providence Police Department who have been continuously in the employ of the City of Providence for ten (10) years or more, shall be entitled to an annual vacation of three (3) 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 employee began his present term of employment with the Police Department of the City of Providence.

Section 2. SENIORITY

Vacations shall be granted by bureaus according to rank and then according to seniority in the Department.

Section 3. PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the Providence Police Department:

New Year's Day	Columbus Day
Memorial Day	Armistice Day
Fourth of July	Thanksgiving Day
Labor Day	Christmas

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

ARTICLE VIII.

Section 1. CLOTHING ALLOWANCE

The clothing allowance for all members of the Providence Police Department, except motorcycle personnel, shall be One Hundred Five (\$105.00) Dollars per year. The clothing allowance for all motorcycle employees shall be One Hundred Fifty-five (\$155.00) Dollars per year.

The City shall continue to replace and repair clothing and other personal property normally worn by employees in their regular duties when the same are destroyed or damaged in the course of said employee's duties.

ARTICLE IX.

Section 1. SICK LEAVE

Sick leave shall be granted at the rate of fifteen (15) days per year, cumulative to ninety (90) days per year; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days sick leave to members with ten (10) years' service or more within the Police Department.

Section 2. REASONS FOR SICK LEAVE

Sick leave for members of the Police Department 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 employee whose illness requires the care of such employee provided that not more than seven (7) working days with pay shall be granted to the employee for this purpose in any one calendar year. (Employees may be required to sign an affidavit stating there is no possible way to make 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 a mother, father, wife, child, brother or sister or other members of the immediate household provided that in such cases the leave shall not extend more than one day beyond the date of burial of said deceased person and provided further, that in the cases of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

(E) Death of other relatives 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).

(F) Sick leave may be taken without a doctor's certificate for two (2) days but any employee on sick leave may be examined at any time by a doctor selected by the Chief or acting Chief of the Department.

ARTICLE X.

Section 1. INJURIES

Members of the Police Department who are injured in the line of duty shall receive full salary while their incapacity exists, or until they are placed on disability retirement. All injuries and recurrences of injuries shall be reported as required by Department Regulations.

Section 2. MEDICAL CARE FOR INJURIES

Medical care for those injured in line of duty shall be as follows:

(A) Those members injured in line of duty whose condition requires hospitalization shall be sent to the Rhode Island Hospital, or in case of emergency, to a hospital authorized by the man in charge and shall have the right to select a physician from the staff of that hospital. The choice shall be made by the injured person or if his condition prevents him from making his choice, by a resident physician at the hospital. The physician so selected shall be the injured person's private physician.

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

(C) When a member has suffered a minor injury in 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 Department in accordance with regulations.

(D) When a member has suffered an injury in 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 then shall 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 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, on the parties. If it is finally determined that said injury is a recurrence of a previous injury in line of duty, the Police Department shall be responsible for payment of member's medical expenses.

ARTICLE XI.

Section 1. RULES AND REGULATIONS

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

ARTICLE XII.

Section 1. SALARIES

Salaries for employees in the Police Department for the fiscal year beginning October 1, 1964 shall be:

	<u>Weekly</u>	<u>Yearly</u>
Patrolman (probationary)	\$ 98.81	\$ 5138.12
Patrolman (one year's service)	101.29	5267.08
Patrolman (18 months' service)	103.86	5400.72
Patrolman (3years' service)	106.58	5542.16
Sergeant	118.20	6146.40
Lieutenant	129.99	6759.48
Captain	144.14	7495.28

All employees in the Detective Division and "C" Squad shall receive in addition to the above wages, the eight (8%) percent additional compensation provided for in Article VI, Section 2 of this Agreement.

ARTICLE XIII.

Section 1. GRIEVANCE PROCEDURE

Alleged grievances of members of the Police Department in respect to wages, rates of pay, working conditions or other terms and conditions of employment arising under this contract or in connection with the interpretation thereof, shall be handled in accordance with the following grievance procedure:

(A) An individual having a grievance, shall present his grievance to his immediate superior. Every effort shall be made to resolve the grievance on this level before resorting to formal procedures. A grievance remaining unresolved after the foregoing procedure, may be referred by the employee covered, to the appropriate Commander who shall make a serious and sincere attempt to settle the complaint.

(B) If the procedures laid down heretofore fail to resolve the grievance, the individual may, in writing, bring it to the attention of the Executive Board of Providence Lodge No. 3. Said Executive Board, shall, within five (5) days of the receipt of said grievance, arrange for the individual to present his alleged grievance at a meeting of a majority 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 Executive Board, the nature of the grievance justifies further action, it shall, through the President or Vice President of Providence Lodge No. 3, carry the grievance to the Chief of the Police Department.

(C) The Chief of the Police Department or his delegate, shall meet with the President or Vice President of Providence Lodge No. 3 within ten (10) days of receipt of a request from said officer of Providence Lodge No. 3. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Police Department and the President or Vice President of Providence Lodge No. 3 for the purpose of testifying on the grievance. Within ten (10) days (unless otherwise agreed upon) of the first meeting between the Chief of the Police Department and the President or Vice President of Providence Lodge No. 3, the Chief shall render his decision in writing, a copy of the same to be delivered to the President or Vice President of Providence Lodge No. 3.

(D) If the decision of the Chief of the Police Department is not acceptable to Providence Lodge No. 3, a committee shall be created for the purpose of arriving at a final resolution of the problem. This committee shall be composed in the following manner: The Chief of the Police Department or some person designated by him as his representative; the President of Providence Lodge No. 3, or a member of that organization so designated by the President of Providence Lodge No. 3; a third disinterested member who shall be agreed upon by the first two members. If agreement cannot be reached on the third member within five (5) days of the decision to follow this procedure, Providence Lodge No. 3 may request the assignment of an Arbitrator by the American Arbitration Association.

The decision handed down by this committee, shall be submitted to the Commissioner of Public Safety for his consideration, and shall be advisory in nature.

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

ARTICLE XIV.

Section 1. BLUE CROSS AND PHYSICIAN'S SERVICE

All employees covered by this Agreement shall continue to receive the Blue Cross and Physician's Service coverage presently provided by the City of Providence.

ARTICLE XV.

Section 1. SENIORITY FROM NIGHTS TO DAYS:

At the discretion of the Chief of the Department under normal conditions, there shall be seniority as follows:

1. In the event of a vacancy in the day motorcycle ranks, the employee with the greatest seniority in the night motorcycle ranks shall be entitled to fill the day vacancy.

2. In the event of a vacancy in the day patrol ranks, the employee with the greatest seniority in the day foot traffic division or night patrol, shall be entitled to fill the vacancy in the day patrol ranks.

3. In the event of a vacancy in the day foot traffic ranks, the employee with the greatest seniority in the night patrol ranks, shall be entitled to fill the day foot traffic vacancy.

4. No employee, even though he may have the greatest seniority, shall be compelled to fill any vacancy, but rather, the choice to fill said vacancy shall be optional with any employee.

ARTICLE XVI.

Section 1. PENALTY HOURS

No extra hours imposed by any Commander, by the Chief of the Police Department, or by the Trial Board, shall be worked on the employee's day off.

ARTICLE XVII.

Section 1. COURT TIME.

Employees 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 employees except those on short days off shall be compensated a minimum of four (4) hours for Court appearances; those employees who are required to attend Court on short days off shall be permitted to commence their next tour of duty late those number of hours which they have spent on Court time appearance.

ARTICLE XVIII.

Section 1. DETAIL PAY

1. All employees covered by this Agreement who are required to report for a private detail, shall be guaranteed at least a minimum of four (4) hours pay at the rate of Two and 75/100 (\$2.75) Dollars per hour for patrolmen and Three and 25/100 (\$3.25) Dollars per hour for Sergeants and shall be further compensated at rates of Three and 25/100 (\$3.25) Dollars per hour for patrolmen and Four and 25/100 (\$4.25) Dollars per hour for Sergeants for each hour worked after four (4) hours.

2. In determining hours worked, any period of time worked in excess of fifteen (15) minutes, shall be considered as one full hour.

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

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

5. Any employee 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 XIX.

Section 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, Providence Lodge No. 3 for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any 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 employee or employees 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. Any employee engaging in any work stoppage, slowdown or strike, shall be subject to immediate dismissal by the City of Providence without any right to any of the benefits provided for under this Agreement.

ARTICLE XX.

Section 1. DURATION OF AGREEMENT

This Agreement shall be for the term beginning October 1, 1964 and ending on September 30, 1965.

IN WITNESS WHEREOF, the said CITY OF PROVIDENCE has caused this instrument to be executed and its corporate seal to be affixed by Walter H. Reynolds, 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 NO. 3, FRATERNAL ORDER OF POLICE, has caused this instrument to be signed by Serafino F. Raponi, its President, thereunto duly authorized as of the day and year first above written.

In the Presence of:

Jermiah Hannon

CITY OF PROVIDENCE

By

Walter H. Reynolds
Mayor

PROVIDENCE LODGE NO. 3
FRATERNAL ORDER OF POLICE

David J. Crook

By

Serafino F. Raponi
President

IN CITY COUNCIL

SEP 3 1964

APPROVED:

Vincent V. Vignola
CLERK