

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 424

Approved May 21, 1975

RESOLVED, that the accompanying Agreement, duly executed 9th May A. D. 1975, effective for Term Beginning July 1, 1975 and Ending June 30, 1976, by and between the City of Providence and the Providence Lodge No. 3 Fraternal Order of Police, be and the same is hereby ratified.

IN CITY COUNCIL
MAY 15 1975

READ AND PASSED

Robert J. Johnston
PRES.
Vincent Caspica
CLERK



MAY 21 1975

Wanda Cain

April 2, 1975

Mr. Joseph Agugiaro
President, Providence Lodge #3 F.O.P.
P.O. Box 465
Providence, Rhode Island 02903

Dear Mr. Agugiaro:

I will recommend to the City of Providence City Council passage by the General Assembly, a modification to the City Retirement Act calling for a 1% pension escalator clause applicable to all men retiring after July 1, 1975, and an additional 1% escalator applicable after July 1, 1976.

The precise language to be submitted is as follows:

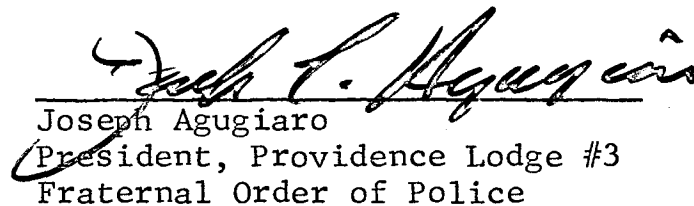
"All members of the bargaining unit who retire on or after July 1, 1975, who receive any service retirement or any ordinary disability retirement allowance pursuant to the provisions of chapter 489 of the Public Laws of 1923, as amended, shall on the first day of January next following the first anniversary date of such retirement, receive a cost of living retirement adjustment, in addition to his retirement, in an amount equal to 1% (one per cent) of the original retirement allowance. In each succeeding year thereafter during the month of January, the retirement allowance shall be increased an additional 2% (two per cent) of the original retirement allowance, not compounding, to be continued during the lifetime of said employee or beneficiary. For the purpose of said

computation, credit shall be given for full calendar year regardless of the effective date of such service retirement allowance."

Very truly yours,


Vincent A. Cianci, Jr.

Accepted and approved:


Joseph Agugiaro
President, Providence Lodge #3
Fraternal Order of Police

July | , 1975

Providence Lodge No. 3
Fraternal Order of Police
c/o Mr. Joseph Agugiaro
40 Sheridan Street
Providence, Rhode Island

Dear Sir:

Although there exists a written Collective Bargaining Agreement between the City of Providence and Providence Lodge No. 3, Fraternal Order of Police, covering the working terms and conditions of employees of the Providence Police Department, it is the further agreement of the City of Providence that it will pay all medical expenses 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 of his family, as the result of said employee's exposure to said disease in the line of duty.

It is further agreed by the City of Providence that it 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 a result of the injuries or illness which caused said employee to be placed on the disability pension list or which relate to any recurrence of said injury or illness for which he was placed on said disability list; provided, however, that there shall be deducted therefrom any amounts which the employee may receive by virtue of Blue Cross coverage.

The City further agrees to a so-called "Policemen's Bill of Rights" which provides as follows:

- A. Whenever a member of the bargaining unit is a suspect in any criminal or departmental matter and is being questioned concerning the same, he must be informed of the name, rank and command of each person present while he is being questioned.
- B. No threats, promises or coercion may be used at any time during the interrogation of a member while he is suspect in a criminal or departmental matter.
- C. When interrogating any member who is a suspect in a criminal or departmental matter, said interrogation mat, at the request of the member, be recorded either mechanically or by departmental stenographer and a copy thereof shall be furnished to such member upon his request.
- D. If a member is under arrest or likely to be arrested or a suspect in a criminal investigation, he shall be afforded the same constitutional rights as are accorded to a civilian, including but not limited to, the right to counsel and the right to remain silent and shall be notified of these rights before any questioning commences.
- E. When any member has been charged with any violation of departmental regulations, no public statement shall be made concerning the violation, or the alleged violation.
- F. No member shall be compelled to speak or testify before, or be questioned by any non-governmental agency.
- G. Any member who is suspended from duty without pay for violation of departmental regulations or for the commission of a crime shall be furnished a statement of charges within seven (7) days of said suspension. In addition, the department trial shall commence within twenty-one (21)

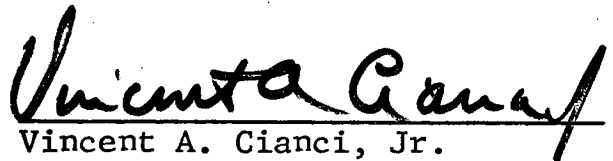
days of the furnishing of said charges. Failure to conform to the above time limits by the City shall cause the member's salary to be reinstated.

The parties further agree that in the event that the professional liability insurance coverage furnished under Article XIV Section 3 shall, for any reason, be terminated, the following language shall be reinserted in the collective bargaining agreement between the parties:

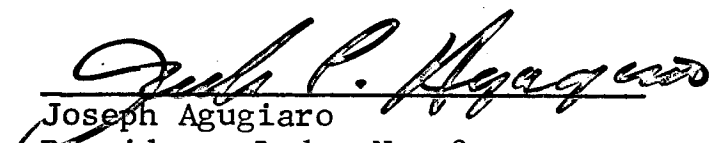
" In the event any member of the bargaining unit is sued in any civil proceeding as the result of actions performed by said member in the performance of his duties as an employee of the Providence Police Department, the City agrees to provide such member with all necessary legal assistance and further agrees to pay any judgment rendered in a civil suit involving the application of bodily force, wherein the City has been exonerated; in such case the determination, as to whether or not the City shall pay any judgment rendered against any member, covered by this Agreement, shall be left to the determination of the City Council of the City of Providence."

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,


Vincent A. Cianci, Jr.
Mayor of Providence

Accepted and approved:


Joseph Agugiaro
Providence Lodge No. 3
Fraternal Order of Police

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 9th day of May A.D., 1975, by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and PROVIDENCE LODGE NO. 3, FRATERNAL ORDER OF POLICE (hereinafter called "Providence Lodge No. 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 No. 3, as the exclusive bargaining agent for all full time policement 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 No. 3.

Section 3 - DUES DEDUCTION

The City 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 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 members of the bargaining unit, 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 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.

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 No. 3, and are on the out first night relief shall be allowed time off, with pay, for all regular monthly meetings of the Board of Directors of Providence Lodge No. 3 and all regular meetings of Providence Lodge No. 3;

such time off shall not exceed three (3) hours per meeting. 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 requirement on the part of any member to make up any time so granted above.

Section 6 - UNION SECURITY

All members of the bargaining unit shall have the right to join or refrain from joining Providence Lodge No. 3. Any member who chooses not to join Providence Lodge No. 3 (except those persons who are not members of Providence Lodge No. 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 No. 3, an amount of money equal to the initiation fee uniformly required for membership in Providence Lodge No. 3, and a monthly service fee equal to the monthly dues charged members of Providence Lodge No. 3 to defray the costs in connection with Providence Lodge No. 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 No. 3 (except those persons who are not members of Providence Lodge No. 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 No. 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 No. 3.

Othen than the payment of the fees above referred to, those members of the bargaining unit who do not choose to join Providence Lodge No. 3, shall be under no further obligation or requirement of any kind to said Lodge.

It is further understood and agreed that as a condition of continued employment, all members of the bargaining unit shall, on the 30th day following their appointment as a permanent member of the Providence Police Department, or the effective date of this Agreement, whichever is later, pay the established fees above referred to.

Section 7 - UNION REPRESENTATION

Any member of the bargaining unit shall, if he desires,

be represented by a member of the Executive Board of Providence Lodge No. 3 when appearing before the Commissioner of Public Safety or the Chief of the Department to answer charges that he had violated any rules and regulations of the department or any of the terms and conditions of this Agreement.

ARTICLE II

Section 1 - MANAGEMENT RIGHTS

The City shall retain the right to issue, through the Commissioner of Public Safety, rules and regulations governing the conduct of the Police Department; provided, however, that no rule, regulation, general or special order shall abridge or supercede the provisions of this Agreement, nor shall said rule, regulation or special order violate any city, state or federal law.

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 at the start of said member's training period; 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. Prior service with the City of Providence in some other department shall not be considered in determining the member's seniority within the Police Department.

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.

Section 2-CUMULATION

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 the 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.

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, provided a promotional list for said position is available.

Section 3 - PROMOTION

Promotions to the ranks of Sergeant, Lieutenant and Captain shall be made from the ranks of the permanent police department, and shall be made on a competitive basis. A system for evaluating candidates shall be established within sixty (60) days from the date of the signing of this Agreement. It shall include a committee of six members of the permanent police department, three of whom shall be appointed by the Chief of the Department and three of whom shall be appointed by Providence Lodge #3 F.O.P.. It shall be the responsibility of the committee to prepare and adopt a

system for evaluating candidates for promotions and the system approved by the majority of the committee shall be reduced to writing and shall become part of this Agreement and shall be governed by the provisions thereof and be attached as addendum A to said Agreement.

After each phase of any promotional examination, a list of those eligible to take the next phase shall be published by general order; said general order to show the order of finish without any scores.

Any member of the bargaining unit who was 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 examination.

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 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 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 TO OTHER DIVISIONS

The parties hereto recognize and agree that there exists the need for adopting formal job specifications and requirements, qualifying tests (such as those prepared by the Public Personnel Association) and a plan to weigh and combine such factors as test scores, personality appraisals, performance records and seniority.

The City agrees to develop a program for the filling of lateral vacancies and transfers, such system giving weight to seniority along with capability and personal qualifications. The parties recognize that such a plan would better both the department needs and the needs of the members of the bargaining unit.

The parties recognize the need for extra department discretion in transferring or assignment of employees with ranks involving supervisory responsibilities.

The City further agrees to engage in discussions with Providence Lodge No.3 to obtain the foregoing objective.

The City agrees to implement the foregoing during the term 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 Detective Division, Narcotics Squad, Juvenile Bureau, and Bureau of Criminal Identification, shall be an average work week of thirty-seven and 1/2 (37-1/2) hours.

The regular work week for those members of the bargaining unit assigned to the Detective Division, Narcotics Squad, Juvenile Bureau and Bureau of Criminal Identification shall be an average work week of forty (40) hours.

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

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

The hours of a member's normal tour of duty shall not be changed without his receiving at least four (4) hours advance notice if he is in the task force, and at least eight (8) hours advance notice for members of other divisions. This provision, however, shall not affect the right of the Police Department to "call back" as provided elsewhere in this Agreement.

Failure to give such notice shall not excuse a member from reporting for duty but such failure shall be construed as a call back subject to all of the provisions of this Agreement dealing with "Call back" pay; and no member shall be ordered back for private details.

Section 2 - OVERTIME

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

The City agrees, as a matter of policy, to furnish meals to any member who is required to work overtime over a regular meal time period.

The City further agrees, as a matter of policy, to provide meals to any member who works on a "call back" beyond six (6) hours who cannot be relieved for meals.

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 - 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 No. 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 weeks pay if he works less than five (5) full work days in any calendar week. Providence Lodge No. 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 5 - IN SERVICE TRAINING

Once every three (3) months, members of the bargaining unit covered by this Agreement may be required to report fifteen (15) 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, with pay, during each succeeding year of their employment; all members of the bargaining unit who have been continuously in the employ of the City for ten (10) years or more, shall be entitled to an annual vacation of four (4) calendar weeks, with pay, during each ensuing year of their employment. All members of

the bargaining unit who have been continuously in the employ of the City for twenty (20) years or more, shall be entitled to an annual vacation of five (5) calendar weeks, with pay, during each ensuing year of their employment.

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

Section 2 - SENIORITY

Vacation shall be granted by Bureaus according to rank and then according to seniority in the Department.

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 of June 1 and 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 - PAID HOLIDAYS

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

New Year's Day	Labor Day
Washington Birthday	Columbus Day
R.I. Independence Day	Armistice Day
Memorial Day	Thanksgiving Day
Fourth of July	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 holdiaiy or not.

ARTICLE VIII

Section 1 - CLOTHING ALLOWANCE

The City shall, at its expense, furnish to all members of the bargaining unit who are required to wear uniforms the following new uniform - original issue: -

- 1. dress blouse
- 1 reefer jacket
- 2 pair of each required trousers
- 4 of each required shirts
- 1 of each required hat
- 1 raincoat and rain cover
- 1 pair of rubbers and/or overshoes (if required)
- 1 of each required necktie
- 1 "blauer" jacket, nylon

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

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

For those members of the bargaining unit not required to wear uniforms, the clothing allowance shall be One Hundred fifty

(\$150.00) Dollars per year.

Section 2 - CLOTHING MAINTENANCE ALLOWANCE

All members of the bargaining unit shall be entitled to a clothing maintenance allowance in the amount of One Hundred Fifty (\$150.00) 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 October 1.

ARTICLE IX

Section 1 - SICK LEAVE

Sick leave shall be granted at the rate of fifteen (15) days per year accumulative to one hundred twenty (120) days; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members with ten (10) years of service or more within the Department.

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 a mother, father, wife, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, or other member of the immediate household, provided that in such cases the leave shall not extend more than one (1) day beyond the date of burial of said deceased person and provided, further that in the case of members 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). In the case of the death of other relatives, members on their short day off may elect to take either the tour of duty before or after the funeral as their time off.

F. 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.

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

Section 3 - SEVERANCE PAY

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

The amount of severance pay shall be determined at the time of the member's retirement by multiplying one-half (1/2) the number of accumulated days of severance pay, by his then current daily rate of pay, less any days of deduction in accordance with the hereinafter described deductible days.

At the time of a member's retirement, there shall be deducted from his total accumulative days, any and all days on which the member was absent from his employment, or and after October 1, 1969; provided, however, that no days of absence due to vacations, injuries or contagious disease actually suffered or contracted by the member in the line of duty, nor days of absence

However, such evidence shall be required for each sick leave with pay covering an absence of more than two (2) consecutive working days.

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

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At the time of a member's retirement, there shall be deducted from his total accumulative days, any and all days on which the member was absent from his employment, or and after October 1, 1969; provided, however, that no days of absence due to vacations, injuries or contagious disease actually suffered or contracted by the member in the line of duty, nor days of absence

due to the death of the member's mother, father, wife, child, brother, sister, grandmother or grandfather, shall be deducted.

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

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 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 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 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 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 Department shall be responsible for payment of member's medical expense.

Section 3 - MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN 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, and 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 of the bargaining unit killed in the line of duty up to a maximum of Twenty-Five Hundred (\$2,500.00) Dollars and, in addition, the City shall pay to the widow or heirs of such deceased member, his accumulated severance pay, and any accrued or unused vacation pay.

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 person committee, 2 to be appointed by the Mayor and 2 to be appointed by Providence Lodge No. 3, shall be formed within 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 9 months of its appointment.

ARTICLE XII

Section 1 - SALARIES

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

	<u>July 1, 1975</u>
	<u>Weekly</u>
Patrolman (upon appointment)	\$193.00
Patrolman (after 12 months' service)	198.00
Patrolman (after 18 months' service)	215.00
Sergeant	240.00
Lieutenant	255. 70
Captain	275. 90

All members on night reliefs, except in the Detective Division, narcotics squad, Juvenile Bureau and Bureau of Criminal Identification (after Six (6) months' assignment) shall receive as salary an additional one (\$1.00) Dollar per week over and above the above specified rates.

All members assigned to the Detective Division, narcotice squad, Juvenile Bureau and Bureau of Criminal Identification (after six (6) months' assignment) shall receive in addition to the above wages, eight (8%) percent additional 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.

Article 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.

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 two pay periods following receipt of the failure or "incomplete".

ARTICLE XIII

Section 1 - GRIEVANCE PROCEDURE

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

A. A member having a grievance may either present his grievance to his immediate superior or he may present his

grievance to the Executive Board of Providence Lodge No. 3 in accordance with the provisions of Paragraph B hereof.

In the event a member presents his grievance to his immediate superior, every effort shall be made to resolve the grievance on this level before resorting to formal procedures. If the grievance cannot be satisfactorily settled, it may be referred by the member involved to the appropriate Commander who shall make a serious and sincere attempt to settle the complaint.

B. Where a member has brought his grievance to his immediate superior and has followed the procedure set forth in Paragraph (A) hereof and such procedure has failed to resolve the grievance, the individual may, in writing, bring the grievance to the attention of the Executive Board of Providence Lodge No. 3. A member may also, in writing, bring his grievance directly 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 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 No. 3, carry the grievance to the Chief of the Providence Police Department.

C. The Chief of the Police or his designee shall meet with the president or vice president of Providence Lodge No. 3

or his designee within three (3) working days of receipt of a request from said officer of Providence Lodge No. 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 No. 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 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 Lodge No. 3.

D. If the decision of the Chief of the 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 two (2) days of the decision to follow this procedure, Providence Lodge No. 3 may request that 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 and shall be binding in nature as to all matters, except that grievances shall not be permitted with respect to ARTICLE V., Section 3 hereof or matters pertaining to discipline except as to ARTICLE XVI., Section 1 hereof.

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

E. 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.

F. In addition to the foregoing grievance procedure, Providence Lodge No. 3 shall have the right to initiate a grievance on its own behalf where the action complained of is of general application. In such event the grievance shall be processed in accordance with the provisions of Steps C, D and E above.

ARTICLE XIV

Section 1-BLUE CROSS AND PHYSICIANS SERVICE

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 the Rhode Island Group Health Association Plan for all members of the bargaining unit, subject to the rules and regulations of those corporations. In the case of an unmarried member, individual coverage is to be furnished.

Section 2 - LIFE INSURANCE

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

Section 3 - PROFESSIONAL LIABILITY INSURANCE

The City shall purchase for each member of the bargaining unit professional liability insurance from the Midland Insurance Company of Chicago, Illinois, group Policy No. GL110 317000873, no deductible, over \$100,000. coverage (or equivalent). Said policy shall be furnished at a cost to the City of \$50.00 per member.

ARTICLE XV

Section 1 - 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 department of the Police Department, the member with the greatest seniority on the night reliefs in such division of the department 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.

ARTICLE XVI

Section 1 - 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.

ARTICLE XVII

Section 1 - COURT TIME

Members of the bargaining unit who are required to attend court shall be compensated for all time spent in court at their regular hourly rate of pay. Court time shall be based upon time actually spent at court except for night men who are on short days, when it will be computed from 8:00 o'clock, A.M.

All members except those on short days off, shall be compensated

a minimum of four (4) hours for court appearances; those those members 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 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.

ARTICLE XVIII

Section 1 - DETAIL PAY

As of the effective date of this Agreement, all members of the bargaining unit who are required to report for private detail shall be granted at least a minimum of four (4) hours pay at the rate of \$6.50 per hour for Patrolmen, \$7.25 an hour for Sergeant, \$7.75 per hour for Lieutenants, \$8.25 per hour for Captains and shall be compensated at the rate of \$7.50 for patrolmen, \$8.25 for sergeants, \$8.75 for Lieutenants and \$9.25 for Captains for each hour worked in excess of four (4) hours.

All dances and social functions shall be collect details.

The foregoing provisions are subject to re-negotiation at the end of each six (6) months' period during the term of this Agreement.

In determining hours worked, any period of time worked in any hour shall be considered as one (1) full hour.

Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day 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.

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

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 without his consent.

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.

For every three (3) men on a detail there shall be a Sergeant.

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

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

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

All paid details requiring plainclothesmen shall be filled from members of either the Detective Division, Juvenile Bureau, Marcotics Squad or Bureau of Criminal Identification before being taken from any other division.

Providence Lodge No. 3 shall have the right at any time after six (6) months 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 Paragraph (3) hereof. 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 XVIII hereof.

ARTICLE XIX

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 No. 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 XX

Section 1 - DURATION OF AGREEMENT

This agreement shall be for the term beginning July 1, 1975, and ending June 30, 1976.

IN WITNESS WHEREOF, the said City has caused this instrument to be executed and its corporate seal to be affixed by Vincent A. Cianci, Jr., its Mayor, thereunto duly authorized by the City Council of the City of Providence, as of the day and year first above written, and the said Providence Lodge No. 3, Fraternal Order of Police has caused this instrument to be signed by Joseph Agugiaro, its President thereunto duly authorized as

of the day and year first above written.

In the presence of:

Vincent Ricciardi

Joseph L. [Signature]

CITY OF PROVIDENCE

Richard A. Gama
Mayor

PROVIDENCE LODGE NO. 3,
FRATERNAL ORDER OF POLICE

Joseph P. [Signature]
President