

**JULY 1, 2019 - JUNE 30, 2023**

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF PROVIDENCE**

**AND**

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

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## **AGREEMENT**

Pursuant to the provisions of Chapter 28-9.2 of the General Laws of the State of Rhode Island, 1956, as amended (hereinafter "RIGL"), 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*", and cited as the "*Municipal Police Arbitration Act*" pursuant to Section 28-9.2-1 ("Short Title") of the RIGL, this Agreement is made and entered into as of the 1st day of July, 2019, by and between the **CITY OF PROVIDENCE** (hereinafter referred to as the "City") and **PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE** (hereinafter called "Providence Lodge #3" and/or "Union" and/or "Lodge"), and said Agreement shall be for the term beginning **July 1, 2019 and ending June 30, 2023**.

## **PREAMBLE**

Pursuant to the provisions of Chapter 28-9.2 of the RIGL , entitled "*An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Police Departments*" ("Chapter"), and cited as the "*Municipal Police Arbitration Act*" pursuant to Section 28-9.2-1 ("Short Title") of the RIGL, the City recognizes that the full time policemen and policewomen of the City have the statutory right to bargain collectively with the City and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

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

This Agreement is subject to the provisions of said Chapter, wherein the full-time policemen and policewomen 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 policemen and policewomen, from the rank of Patrol Officer up to and including the rank of Captain.

## **ARTICLE I**

### **Section 1 - RECOGNITION**

The City recognizes Providence Lodge #3 as the exclusive bargaining agent for, and this Agreement shall apply only to, all full time policemen and policewomen from the rank of Patrol Officer up to and including the rank of Captain (i.e. all Members of the bargaining unit), excluding all other individuals who are employed by the City, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

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

The term "**Patrol Officer**" as used in this Agreement shall mean any Police Officer holding the rank of Patrolman/Patrolwoman.

### **Section 2 - EMPLOYMENT SECURITY**

The parties to this Agreement will not discriminate in any way against any member of the bargaining unit for membership in, or for legitimate union activities on behalf of, Providence Lodge #3 or for non-membership in Providence Lodge #3.

### **Section 3 - DUES DEDUCTION**

In conjunction with Section 6 below, consistent with *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court – Decided June 27, 2018, upon receipt of written authorization of any employee covered by this Agreement, the City shall deduct from the employee's salary his/her Providence FOP, Lodge #3 Union dues, applicable service charges, or applicable "Service Fees" on a bi-weekly basis, and shall remit the amount deducted to the Union's Financial Secretary, together with a list of the members who have had payments deducted. Providence FOP, Lodge #3 Union dues, service charges, or "Service Fees" shall be established in an amount determined by the Union.

Providence Lodge #3 shall indemnify and hold harmless the City for any and all claims, liabilities, and damages incurred by the City as a result of the City's compliance with this section.

#### **Section 4 - TIME OFF FOR BARGAINING**

Members of the bargaining unit, up to a maximum of five (5), who are either officers of Providence Lodge #3 or members of its negotiating committee, shall be allowed time off with pay for official Lodge business in negotiations and/or conferences with the City Administration conducted during their working hours and without requirement to make up said time, provided, however, that the foregoing shall not be construed as limiting said Lodge's negotiating committee to five (5) members, and provided further that the foregoing shall not apply to grievance arbitration proceedings. In addition to the above, after notification to the Chief of the Department (or his designee), a maximum of two (2) of the following persons: the President, Vice President, and/or Grievance Officer of the Union, shall be permitted time off for Union business, including but not limited to grievance arbitration, disciplinary arbitration and hearings, and attendance at court proceedings involving Providence Lodge #3.

If a member of the bargaining unit who is a member of the Lodge's negotiating committee is on a "short day" off and said member is required to attend negotiations and/or meetings with the City Administration, he shall not be required to report for work on said date.

#### **Section 5 - TIME OFF FOR FRATERNAL ORDER OF POLICE BUSINESS**

All members of the bargaining unit who are members of the Board of Directors of Providence Lodge #3 and who are on the "out first" night relief shall be allowed a leave of absence, with pay for all regular and special meetings of the Board of Directors of Providence Lodge #3 and all regular and special meetings of Providence Lodge #3. The five additional members of Providence Lodge #3 who are "out first" will be permitted to attend regular meetings of Providence Lodge #3 during their lunch hours (between 8:00 p.m. and 9:00 p.m.). A list of those members to be released shall be furnished to the Chief or his designee who shall have the power to withhold permission for attendance in case of emergency.



Members of the bargaining unit who are members of the Executive Board of Providence Lodge #3 or who are the holders of either State or National offices of the Fraternal Order of Police [not to exceed five (5)] shall be allowed time off, without loss of pay, for their attendance at and travel to and from State or National meetings of the Fraternal Order of Police, not to exceed eight (8) days. The Chief of the Department may, in his discretion, permit additional members to attend said meetings.

There shall be no requirement on the part of any member to make up any time so granted above.

#### **Section 6 - UNION SECURITY**

All members of the bargaining unit shall have the right to join or refrain from joining Providence Lodge #3. Any member who chooses not to join Providence Lodge #3, and who is covered by the terms of this Collective Bargaining Agreement, shall however, be required to pay a "Service Fee" on an as needed basis and as permitted by applicable law, if and only if said member wishes to utilize the Lodge's legal and/or attorney services for purposes of the Grievance Process set forth in this Agreement and/or for representation with respect to disciplinary matters, in the Lodge's capacity as the exclusive bargaining agent of all members of the Department, which "Service Fee" is intended to solely apply to the Lodge's attorneys' fees or other fees associated with such Grievance Process and/or representation with respect to disciplinary matters .

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

Providence Lodge #3 shall indemnify and hold harmless the City for any and all claims, liabilities, and damages incurred by the City as a result of the City's compliance with this section.

## **Section 7 - UNION REPRESENTATION**

Any member of the bargaining unit shall, if he desires, be represented by a member of the Board of Directors of Providence Lodge #3 when appearing before the Commissioner of Public Safety, the Chief of the Department, or any Major or any supervisor reporting directly to the Chief of the Department, to answer charges that he has violated any rules and regulations of the Department or any of the terms and conditions of this Agreement. The City or Department representative shall present an "Internal Affairs Interrogation Rights Form" to any member who is ordered to answer such charges (a copy of which "Internal Affairs Interrogation Rights Form" is attached hereto as Exhibit "A" and incorporated herein by reference).

## **Section 8 - UNION DUTIES**

The President of the Union and his/her designee shall be permanently assigned to Car 76. Car 76 shall be permanently assigned to non-specific duties, hours, beats, or posts. The President and his/her designee shall give adequate notice to his/her supervisor in event there is a change in either the hours of operation or shift to be worked by Car 76.

Either the President of the Union or his/her designee shall be counted toward the minimum manning of the Department and the shift on which he/she works.

## **ARTICLE II**

### **Section 1 - MANAGEMENT RIGHTS**

The City retains all rights and responsibilities granted by law to manage, control, and direct its Police Department except as specifically abridged herein by the provisions of this Agreement.

The City shall retain the right to issue, through the Commissioner of Public Safety or his designee, Rules and Regulations governing the conduct of the Police Department; provided however, that no rule, regulation, general or special order shall abridge or supersede the provisions of this Agreement, nor shall said rule, regulation or special order violate any city, state or federal law. The President of the Union or his designee will be given at least seventy-two (72) hours written notice of the issuance of any General Order affecting personnel or effecting changes in established

personnel rules and regulations. During such period, the Chief of the Department and/or his designee will be available upon request by the Union for discussion of such General Orders.

## **Section 2 - PENALTIES**

Extra duty hours imposed by the Chief of the Department shall in no event or case be in excess of twenty-four (24) hours. No such extra hours shall be worked on the member's day off without that member's consent. The member shall have the option of being suspended without pay for an equivalent number of hours.

## **Section 3 - MINIMUM MANNING**

The parties agree that it is in their best interest to have a minimum number of patrol officers and sergeants actually on duty to cover car posts within the City for each tour of duty. The parties further agree that in order to achieve that goal, it may be necessary to "call back" patrol officers and sergeants in order to satisfy the minimum levels established herein. In that context, the following is a schedule for the minimum number of patrol officers required to actually be on the street during the following time periods:

<u>Time Periods:</u>	<u>Number of Patrol Officers or Patrol Cars:</u>
7:00 a.m.--3:00 p.m.	20 car posts plus 1 wagon
3:00 p.m.--8:00 p.m.	20 patrol officers
8:00 p.m.--12:00 a.m.	27 patrol officers
12:00 a.m.--4:00 a.m.	27 patrol officers
4:00 a.m.--7:00 a.m.	18 patrol officers

There shall not be more than one (1) "split" Patrol Car beat or post per any two (2) Patrol Bureau Districts within the City (i.e., a "split" Patrol Car beat or post is a Patrol Car beat or post which is used to simultaneously patrol parts of two (2) Districts on any one shift).

The following shall be the schedule for the minimum number of sergeants required to be assigned to the streets and the desk in the Patrol Bureau.

<u>Time Periods:</u>	<u>Number of Sergeants:</u>
7:00 a.m.--3:00 p.m.	3 sergeants in street; 1 desk sergeant
3:00 p.m.--7:00 a.m.	3 sergeants in street; 1 desk sergeant

Moreover, no Patrol Bureau sergeant who is assigned to the street and thus supervising patrol officers who are assigned to work in the Patrol Bureau, shall be required to serve as the sergeant/supervisor for more than nine (9) patrol officers within the City at any one time. Provided however, notwithstanding the nine (9) patrol officer supervision maximum set forth above, the decision to have more than three (3) Patrol Bureau sergeants assigned to the streets at any time shall be at the discretion of the Department but shall not be accomplished by ordering a sergeant to work in a holdover/call-back capacity.

Car posts are to be filled by members of the Patrol Bureau only. Members assigned to the Traffic Bureau or any other bureau or division within the Department shall not be utilized in satisfying the minimum manning requirement set forth herein.

Whenever the level of manpower falls below that established above, the City shall be required to holdover/call back a sufficient number of patrol officers and sergeants to satisfy the minimum manning levels as set forth above. In such a situation, the first four (4) hours of the shift that requires the additional manpower (hereinafter "the short shift") shall be filled by holding over personnel from the previous shift. The last four (4) hours of the short shift shall be filled by calling back personnel from the short shift by utilizing officers who are on days off. In the event that the minimum manning levels cannot be filled for the last four (4) hours of the short shift as stated in the previous sentence, the City shall have the right to holdover/call back any patrol officer and/or sergeant to satisfy the minimum manning requirements of that shift.

It is intended that said call back will be done on a rotating basis from those members assigned to the Patrol Bureau and that each patrol officer will have an equal opportunity (as far as practicable) for said call back.

The City retains the right to call back as many officers as it desires over and above the Minimum Manning requirements set forth above.

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

### **ARTICLE III**

#### **Section 1 - SENIORITY**

Definitions:

***Department Seniority:*** Shall commence on the date of appointment as a police officer and seniority shall be computed according to continuous service from the date of original appointment by the City.

***Rank Seniority:*** Shall commence on the date the officer is sworn into a particular rank and seniority shall be computed according to continuous service within that rank.

If Department and/or Rank Seniority is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said member's continuous service, provided, that such service shall not be considered as continuous service if such member re-enlists or continues his military service after the time of his original service period.

In those cases where one or more members are appointed to duty by the same general order, then seniority among said individuals shall be determined by the highest score using the criteria of the training academy ranking.

Department and Rank Seniority shall be terminated when a member of the bargaining unit is dismissed for proper cause, voluntarily terminates his employment, or is laid off for more than three (3) years.

Seniority shall not accumulate during any period of suspension following a guilty verdict, guilty plea, or during any suspension which is part of a plea bargain agreement. However, if a guilty verdict is reversed on appeal, the member's lost seniority shall be restored. The provisions of this paragraph shall not be deemed to supersede the authority of the Hearing Board under the Law

Enforcement Officers' Bill of Rights or the courts.

Seniority lists of various positions of the police department shall be posted by the police department semi-annually by Bureau and by Division and shall be posted in each division, central station and each sub-district. A copy shall be supplied to the President of Providence Lodge #3.

## **Section 2 - ACCUMULATION OF SENIORITY**

Department and/or Rank Seniority shall accumulate during absence because of a non-job related illness, non-job related injury, vacation, or other authorized leave, for a period of one (1) year. Department and/or Rank Seniority shall accumulate continuously and indefinitely during absence due to an IOD incapacity (i.e., job related illness, job related injury, etc.), pursuant to the provisions of R.I.G.L. §45-19-1.

## **Section 3 - LAYOFFS**

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

## **Section 4 - SENIORITY RIGHTS**

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

The City also recognizes the desirability of not having those members of the bargaining unit

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

Furthermore, in the event that a police officer is moved to fill a vacancy in another car post for any period of time, said moving officer shall be chosen by the Department in the following order:

- A. First, the moving officer shall be the least senior officer who is on duty in the District being drawn from at that time, and who is not assigned to a steady bid car post, walking post, or bike post.
- B. Second, in the event that an officer described in Subsection (A) above is not available, the moving officer shall be the least senior officer on that tour of duty who is not assigned to a steady bid car post, walking post, or bike post.

In no event shall another officer be permitted or utilized to fill the moving officer's bid car post.

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

## **Section 5 - SENIORITY RIGHTS FOR SHIFTS, BEATS AND POSTS**

### **A. General Bidding Rights and Procedures.**

All new members of the bargaining unit (i.e., newly-hired police recruits who have accrued no Department seniority) shall be ranked for seniority purposes according to their final rank in their Police Academy class, and immediately assigned to the Out Last Shift of the Patrol Bureau. Such new members' future bidding rights shall be in accordance with the seniority and bidding provisions below, and such new members shall only be permitted to fill vacancies in shift positions or beats and posts on other shifts after all senior members have had the opportunity to fill such vacancies.

Members of the bargaining unit serving in the ranks of patrol officer through captain who

are assigned to the Patrol Bureau, excluding however any District Commander shall have seniority rights with respect to bidding on and being awarded vacant shift positions and beats or posts (i.e., patrol car, walking, and bike beats or posts) in the corresponding ranks of patrol officer through captain within the Patrol Bureau. For purposes of this Section:

The term ***shift position*** shall mean any position on a certain shift, whether or not that position is in a designated patrol car or walking/bicycle beat or post.

The terms ***beat and post*** shall mean any position on a certain shift that is in a designated patrol car beat or post or in a designated walking/bicycle beat or post.

**Filling Vacancies in Shift Positions.** In the event that the Department determines that a vacancy exists in any shift position due to the transfer, assignment, promotion, retirement, resignation, or termination of an officer, or for any other reason, the Department shall fill said shift position vacancy within thirty (30) days of the date said vacancy was determined to have occurred, in accordance with the seniority of any Eligible Personnel interested in the vacant shift position.

**Filling Vacancies in Beats and Posts.** In the event of a vacancy in any car post and/or in any other beat or post (including but not limited to patrol car beats and posts and walking/bicycle beats and posts) in the ranks of patrol officer through captain, which vacancies are created either by the transfer, assignment, promotion, retirement, resignation, or termination of an officer, the following **Bidding Process** shall apply:

(a) **Posting of Bids.** The City will post bids for filling such vacant positions no less than thirty (30) and no more than thirty-two (32) calendar days from the date the vacancy occurs. All such bids shall be posted via the Providence Police Department e-mail system to all members, and posted on the Union bulletin board, for fourteen (14) days.

(b) **Submission of Bid Applications.** Any Eligible Personnel interested in the vacant position will submit, in writing, their application for said vacant position to the commanding officer



within five (5) days from the last day the bid was posted. Lateral transfers to the Youth Bureau and Detective Bureau shall be filled by rank seniority within the Investigative Division provided that this provision shall not apply to superior officers.

(c) Eligible Personnel. The term "Eligible Personnel" as used in this Section shall mean the following:

1. Only members who have accrued more than one (1) year of department seniority shall be eligible to and thus permitted to move to any vacant shift positions or submit applications for bids to any vacant beats or posts.
2. Only members who have actually been working on a certain shift in any capacity for at least thirty (30) days as of the date that the Police Department posts a bid to fill a vacancy in a patrol car or walking/bicycle beat or post on that shift, shall be eligible to and thus permitted to submit an application to bid to said vacant patrol car or walking/bicycle beat or post.

(d) Acceptance and Filling of Bids. The bid must be filled within sixty (60) calendar days from the maximum date that it must be posted (i.e., thirty-two (32) calendar days from the date the vacancy occurs). If the successful bidder is on sick leave or injured-on-duty leave on the date the bid is awarded, he/she must return to full duty from said sick or injured-on-duty leave within sixty (60) calendar days of the bid award date and must remain on full duty (i.e., not on extended sick leave or injured-on-duty leave) for sixty (60) calendar days after his/her assignment to the bid position. If the successful bidder does not return to full duty within sixty (60) calendar days of the bid award date, or if he/she returns to extended sick leave or injured-on-duty leave during the sixty (60) calendar day period after his/her assignment to the bid position, the vacancy will be re-posted and re-bid.

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

The seniority of a police officer for the purposes of determining winning bids under this Section shall be the officer's rank seniority.

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

Notwithstanding the foregoing, whenever a member of the bargaining unit shall be under investigation for a violation of the Rules and Regulations, which violation directly relates to his duties on his beat and post, then the Chief shall have the authority to transfer him to another beat and post until such time as the investigation is complete, (which investigation will be completed within a reasonable period of time not to exceed thirty (30) days) and/or until such time as a decision is made by the hearing board convened under the Law Enforcement Officers' Bill of Rights.

#### **Section 6 - DESK SERGEANT**

The position of Desk Sergeant shall be in a regular forty (40) hour work-week schedule (i.e., in a five (5) days on and two (2) days off schedule). The Sergeant with the most seniority on each shift in the Patrol Bureau shall be given the first option to be assigned to the job of Desk Sergeant on that shift (i.e., Day Shift, Out First Shift, and Out Last Shift). Seniority for the purposes of this section shall be computed from the date of appointment to the rank of Sergeant.

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

In the event that the Sergeant with the most seniority on his/her shift chooses to reject the position of Desk Sergeant on said shift, then the Sergeant with the next-most seniority on the shift shall be given the option to be assigned to the position of Desk Sergeant on that shift, and if that Sergeant rejects the position then this seniority-based selection process shall continue until all Sergeants on the shift have been asked. If no Sergeant on the shift accepts the position of Desk Sergeant on the shift, then the Department shall fill that position of Desk Sergeant on a daily rotating basis among the sergeants on that shift.

#### **Section 7 - SENIORITY FROM NIGHTS TO DAYS**

A. In the event of a vacancy in the day shift of the Patrol Bureau or day shift of the Traffic Bureau of the Uniformed Division, the member with the greatest seniority in the day or night shift of said Bureau shall have the right to fill said vacancy in that Bureau.

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.

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

D. Vacancies shall be filled within five (5) days of the graduation of a recruit school, or no later than two (2) weeks after the vacancy has occurred.

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

#### **Section 8 – SENIORITY WITHIN THE INVESTIGATIVE DIVISION**

In conjunction with Article IV, Section 3's (first paragraph) requirement that separate promotional examinations shall be given for promotions to the Detective Bureau of the

Investigative Division, Youth Services Bureau (Juvenile Bureau) of the Investigative Division, and the Bureau of Criminal Identification ("BCI") of the Investigative Division, seniority within these Bureaus shall accrue and be maintained by the Department separate and distinct from one another.

#### **ARTICLE IV**

##### **Section 1 - VACANCIES - PATROL OFFICERS' RANKS**

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

##### **Section 2 - VACANCIES - OFFICERS' RANKS**

The City shall at all times maintain promotional lists for all positions required either by ordinance or by this Agreement to be filled in accordance with Section 3 of this Article. Promotional lists will be used to fill all positions which the City determines to constitute a vacancy in the superior ranks, and the City will determine when said vacancies are to be filled; provided however, the "service date" requirement set forth in the Rules and Regulations shall date back to the fourteenth (14th) day following the day when the last individual was promoted from the promotional list involved.

For purposes of this Section, the City must commence the promotional procedures set forth in Section 3 of this Article within sixty (60) days of the creation of a vacancy, and must complete these promotional procedures within one hundred and eighty (180) days of the creation of said vacancy, except in the case of circumstances beyond the control of the City which make completion within one hundred and eighty (180) days impossible. If said promotional procedures are not completed within the one hundred and eighty (180) day time period, the Department must fill said vacancy with call-back and/or overtime until the procedures are completed.

##### **Section 3 - PROMOTION PROCEDURES**

\* The parties have agreed to continue to meet and negotiate in good faith in order to further their discussions concerning updating and amending the Promotional Examination Procedures set forth throughout Article IV, Section 3 (and elsewhere as applicable),

including but not limited to the formation of and requirements of the written examinations. With respect to this Promotional Examination Procedures matter only, the parties further specifically agree to the following:

1. **Negotiations.**

The parties shall continue to meet and negotiate for a period of no more than one (1) year subsequent to the date of the execution of the **2015-2016 and 2016-2019 Tentative Agreement** in an attempt to reach a written mutual "Promotional Examination tentative agreement" (subject however to ratification thereafter by each party's authorized ratifying bodies); and in the event said 1-year period expires without a written mutual "Promotional Examination tentative agreement" between the parties, then EITHER:

(a) the parties may by mutual written agreement continue to meet and negotiate for an additional specified period of time, OR

(b) the parties shall refer the matter to non-binding Mediation (as described in Section 2 below).

2. **Non-Binding Mediation.**

In the event the parties are unable to reach a final and binding "Promotional Examination tentative agreement" through the negotiation process (including ratification by each party's authorized ratifying bodies); the parties shall seek mutual settlement of the matter through non-binding Mediation with a Mediator agreed upon by the parties or selected through either the *Labor Relations Connection* or the *American Arbitration Association* in accordance with said entity's standard Mediation Rules.

3. **Tentative Agreement.**

In the event the parties successfully reach a written mutual "Promotional Examination tentative agreement" at any time through the negotiation or mediation process, such tentative agreement shall be subject to ratification thereafter by each party's authorized ratifying body.

4. **Interest Arbitration.**

In the event the parties are unable to reach a final and binding "Promotional Examination tentative agreement" through the Mediation process within one (1) year from the commencement of the Mediation process; then the disputed issues shall be submitted to Interest Arbitration with an Arbitrator selected through either the *Labor Relations Connection* or the *American Arbitration Association* in accordance with said entity's standard Interest Arbitration Rules.

Promotions to the rank of sergeant, lieutenant, and captain, and promotions to the position of detective (detective patrolmen and patrolwomen only, as explained further below) shall be made from the ranks of the permanent Police Department on a competitive basis. A separate promotional examination shall be given for promotions to the Detective Bureau, Juvenile Bureau, and BCI.

The following is a schedule of the number of years an individual must serve before being eligible to take the promotional exam for the rank in question.

<u>RANK:</u>	<u>YEARS OF SERVICE:</u>
Sergeant	Five (5) years as a Patrol Officer/Detective
Lieutenant	Two (2) years as a Sergeant
Captain	Two (2) years as a Lieutenant
Detective	Four (4) years as a Patrol Officer

The procedures and requirements of this Article shall not apply to the transfer, assignment, detail, or other non-promotional placement of superior officers into or out of the investigative division, and any such personnel action shall be at the sole discretion of the Chief of Police, provided however, that whatever rights individuals currently in such positions were entitled to under the 1987-89 collective bargaining agreement shall be maintained and any such personnel action involving such individuals shall be subject to and in accordance with the applicable provisions of that agreement.

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

Once the promotional application has expired, promotional examinations will be

administered by the Providence Police Department.

**A. Procedure Governing the Administration of Promotional Examinations.**

This Subsection (A) shall govern the Police Department's administration of all promotional examinations, and shall be strictly adhered to by any and all parties associated with such administration.

**(1) Communications with the police testing service.**

As soon as a police testing service has been contracted to formulate and administer a written examination, the Department shall create and maintain a written log documenting the dates of, the subject of, and the names of the parties to all verbal or written communications between the police testing service and the Department which occur at any time until the examination process has been completed.

Upon written notification from the President of the Union or his designee to the Chief of the Department or his designee, a representative of the Union shall be permitted to view the communication log maintained by the Department at any time during or after the examination process. Said Union representative, in the presence of a designee of the Department who is authorized to contact the police testing service, shall be permitted to communicate with the testing service in order to verify any and all entries set forth in the communication log. Any Union representative who views the communication log shall record in the log his/her initials and the date on which he/she viewed the log; and any Union representative who communicates with the police testing service shall record in the log his/her initials and the date on which he/she communicated with the service.

At no time prior to the date anticipated in Subparagraph (2) below shall any form of the written examination be delivered or forwarded through any means to the Department, including but not limited to sample written examinations, sample examination questions and/or answers, lists of examination question numbers with corresponding source materials related to said questions, or any other document which directly or indirectly identifies the questions and/or answers of the examination. The delivery of such materials

shall occur only pursuant to the process described below in Subparagraph (2). Upon the Department's engagement of the police testing service, the Department shall notify said service of the above prohibitions.

Furthermore, the Department shall request from the contracted police testing service upon completion and delivery of the written promotional examination through the process set forth below, a letter verifying that the examination complies with the requirements set forth in Subsection (B), Subparagraphs (1)(a) and (1)(c), which mandate that an equal number (twenty-five (25%) percent) of the questions on said examination are drawn from each of the four sources described therein. A copy of said letter shall be forwarded to both the Department and Providence Lodge #3.

**(2) Delivery of the written promotional examination.**

The written examinations referred to herein shall be directly delivered to U.P.S. by the contracted police testing service prior to delivery to the Department. U.P.S. shall be instructed to notify both the Department and the Union that the written examinations have arrived. The examinations shall remain sealed at U.P.S. offices until the date on which the examination is scheduled to be administered to all eligible candidates for the promotional examination.

On the date on which the written examination is scheduled to be administered, representatives from both the Department and the Union shall travel to U.P.S. to pick up the sealed package, but shall not open said package at that time. The representatives shall deliver the examination package, unopened and sealed, to the room in which the examination is to be administered, where the package shall be opened in front of the examination candidates and the examination administered immediately thereafter.

**B. Promotion to the Rank of Sergeant, Rank of Lieutenant, and Position of Detective.**

This Subsection (B) shall apply to promotions to the rank of sergeant and lieutenant and to promotions to the position of detective (detective patrolmen and patrolwomen only, as explained



further below). The promotional examination for promotion to any such rank or position shall consist of the following parts:

- (1) (a) 85% of said promotional examinations shall consist of a written examination. Said written examination shall be administered by a university or college selected by the City of Providence. The information for the written examination shall come from four (4) sources: (a) Titles 11 and 12 of the Rhode Island General Laws; (b) Titles 3 and 31 of the Rhode Island General Laws; (c) Rules and Regulations, General Orders, and Memoranda of the Providence Police Department, and Ordinances of the City of Providence; and (d) a source to be determined by the City. In formulating the test an equal number of questions shall come from each of the four (4) sources. A member of the bargaining unit who is seeking promotion must receive a passing grade (i.e., 70%) on the written portion of the examination in order to be eligible for the promotion he/she is seeking. The written examination, once graded and received by the City, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same. This process shall take place before the promotional list is posted.

- (b) For promotion to the rank of Detective within the Bureau of Criminal Identification, 85% of said promotional examination shall consist of one hundred (100) multiple choice and true and false type questions, and shall be administered by the Providence Police Department. The information for the written examination shall come from reference sources selected by the Providence Police Department. A member of the bargaining unit who is seeking promotion must receive a passing grade (i.e., 70%) on the written portion of the examination in order to be eligible for the promotion he/she is seeking. The written examination, once graded and received by the City, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same. This process shall take place before the promotional list is posted.

(c) For promotion to the rank of Detective within the Detective Bureau and the Youth Service Bureau, 85% of said promotional examination shall consist of a written examination comprised of one hundred (100) multiple choice and true and false type questions. Said written examination shall be administered by a university or college selected by the City. The information for the written examination shall come from the following sources: (a) Title 3, Title 11, and Title 12 of the Rhode Island General Laws, and selected sources of the Code of Ordinances of the City of Providence; (b) Rules and Regulations, General Orders, and Memoranda of the Providence Police Department; (c) The Providence Police Investigators Manual, and the Attorney General's Law Enforcement Training Manual "Understanding Family Court and Juvenile Delinquency", and (d) a source to be determined by the City. A member of the bargaining unit who is seeking promotion must receive a passing grade (i.e., 70%) on the written portion of the examination in order to be eligible for the promotion he/she is seeking. The written examination, once graded and received by the City, shall be made available for inspection for one (1) week thereafter by any member who took the examination for the purposes of reviewing same. This process shall take place before the promotional list is posted.

(d) Any grievance regarding the grading of written examination questions under this Subsection (B) shall be conducted through the "Expedited Grievance Procedure" set forth in Article XIV, Section 3 of this Agreement.

Provided, however, if the police testing service forwards a letter pursuant to Subsection (A), Subparagraph (1) to the Department, with a copy to Providence Lodge #3, verifying that the written examination complies with the requirement in Subsection (B), Subparagraphs (1)(a) and (1)(c) that an equal number (twenty-five (25%) percent) of the questions on said examination are drawn from each of the four designated sources, then said letter will constitute conclusive evidence that the

examination was appropriately and legitimately constructed pursuant to the applicable terms of the Agreement and no grievance will be filed with the Department challenging the equalization requirement. Furthermore, in the event that the filing, processing, and/or resolution of any grievance causes a change in the equalization of the percentages of the written examination questions' sources (i.e., if the requirement of twenty-five (25%) percent from each of the four sources described is no longer satisfied), then the examination shall remain intact and shall not be required to be re-administered due to said change.

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

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

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

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

Prior to the written examination set forth in Subparagraph (1) above, the Chief of Police shall deliver to the President of Providence Lodge #3 a list of the members of the bargaining unit taking the promotional examination in question, along with said members' scores for the service

points. Said list shall not be made public by the President of Providence Lodge #3 until after the scores for the written examination are published.

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

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

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

A member of the bargaining unit promoted to the rank of sergeant or lieutenant shall be required to serve in the Patrol Bureau of the Uniform Division for not less than one (1) year before being eligible to be transferred, detailed, or assigned within the Department. Notwithstanding this requirement, the Chief of Police, in his discretion, may transfer, detail, or assign up to but not more than one (1) newly promoted sergeant and two (2) newly promoted lieutenants in each Contract Year (i.e., July 1 through June 30) to other positions within the Department without violating this Agreement.

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

In the event that no qualified individuals apply for appointment to the BCI as detective, appointments thereto shall be made at the sole discretion of the Chief.

**C. Promotion to the Rank of Captain.**

This Subsection (C) shall apply to promotions to the rank of Captain. Promotions to the rank of Captain shall be made in accordance with the provisions of Subsections (A) and (B) above, with the following exceptions, which shall supersede any inconsistent provisions set forth in Subsection (B) above.

(1) The written examination shall account for 35% of the candidate's total score. Subsequent to said written examination, candidates shall be evaluated by an oral evaluation board comprised of three Providence Police Department officers selected by the Chief of Police. Said oral examination shall constitute 50% of the candidate's total score. The remaining 15 points shall be divided in the same manner as set forth in Subsections (B)(2) and (B)(3) above, i.e., 5 points maximum - seniority, 5 points maximum - education, and 5 points maximum - service points.

Any grievance regarding the grading of written examination questions under this Subsection (C) shall be conducted through the "Expedited Grievance Procedure" set forth in Article XIV, Section 3 of this Agreement. Provided, however, if the police testing service forwards a letter pursuant to Subsection (A), Subparagraph (1) to the Department, with a copy to Providence Lodge #3, verifying that the written examination complies with the requirement in Subsection (B), Subparagraphs (1)(a) and (1)(c) that an equal number (twenty-five (25%) percent) of the questions on said examination are drawn from each of the four designated sources, then said letter will constitute conclusive evidence that the examination was appropriately and legitimately constructed pursuant to the applicable terms of the Agreement and no grievance will be filed with the Department challenging the equalization requirement. Furthermore, in the event that the filing, processing, and/or resolution of any grievance causes a change in the equalization of the percentages of the written examination questions' sources (i.e., if the requirement of twenty-five (25%) percent from each of the four sources described is no longer satisfied), then the examination shall remain intact and shall not be required to be re-administered due to said change.

- (2) (a) The oral evaluation board, all participating candidates for promotion, and the oral evaluation process referred to in Subparagraph (1) above, shall be videotaped, in their entirety, by an independent, licensed court reporting service.
- (b) The original videotape shall be contained in a sealed envelope, and shall be held in the office of the City of Providence city solicitor. A copy of said original videotape shall be contained in a sealed envelope, and shall be held by the independent video recording service for a period of one (1) year, unless otherwise advised in writing, and by certified mail, by either the City or Providence Lodge #3, that said copy shall be preserved by the video recording service, in anticipation of litigation. The party notifying the video recording service that said copy shall be preserved, shall also notify the party not making said demand, in writing and by certified mail, of said demand. In such case, the copy shall be held by the video recording service for an indefinite period of time.
- (c) Each Providence Police Officer selected as an evaluator pursuant to Subparagraph (1) above, shall set forth a written analysis of his/her reasons for making his/her individual decisions regarding each candidate for promotion.
- (d) Any disputes between the parties which may arise from the process described in Subparagraphs (2)(a), (b), or (c) above, shall be resolved through the "Expedited Grievance Procedure" set forth in Article XIV, Section 3 of this Agreement. Grievances arising from the process described in Subparagraphs (2)(a), (b), or (c) above must set forth in writing the specific reason(s) why the member believes that he/she has been aggrieved by the oral evaluation process.

#### **Section 4 - NEW POSITIONS**

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

## **ARTICLE V**

### **Section 1 - DUTIES**

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

Police Officers shall not be utilized as women's detention workers, men's detention workers, or juvenile detention workers, except on a call back basis; and in such case volunteers shall be utilized first.

### **Section 2 - DETAIL TO OTHER DEPARTMENTS**

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

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

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

**"Detail"** shall mean a temporary change in duty status within the Department for a period of six (6) months or less. Unless otherwise agreed between the parties, an officer may be detailed once during any twelve (12) month period.

**"Assignment"** shall mean a specific duty function within a bureau or division.

The parties agree that this section only serves to define the terms contained herein and that nothing contained herein shall permit the Department to make any transfers, details, or assignments in violation of any other provisions of this Agreement.

#### Section 4 – LIMITATIONS UPON TRANSFERS, DETAILS, AND ASSIGNMENTS

Newly hired police officers must serve a minimum of three (3) full years from their date of hire within the Uniform Patrol Bureau before becoming eligible to be transferred, detailed, or assigned (as those terms are defined in Section 3 above) or in any other way moved to any other position within the Police Department (other than to a light duty position pursuant to the terms and conditions of Article X, Section 10, or to Departmental Administrative Duty pursuant to Article XIV, Section 5).

### ARTICLE VI

#### Section 1 – HOURS

The regular work week for members covered by this Agreement, except for those members assigned to the Investigative Division, Armorer Bureau, BCI, Control Center (i.e. Communications), Copy Center, Detail Office, Data Processing, Internal Affairs (i.e. Office of Professional Responsibility), Investigative Bureau, Personnel, Police Academy, Prosecution, Records, Special Investigation Bureau (i.e. Narcotics), Special Projects Group, Human Resource Officer, Supply Room, shall be an average work week of thirty-seven and one-half (37½) hours.

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

The basic schedule for the Patrol Bureau shall consist of four (4) tours of duty of eight (8) hours each with two (2) days off. The tours of duty shall be as following:

7:00 a.m. to 3:00 p.m.	Day Shift
3:00 p.m. to 11:00 p.m.	Out First Shift
11:00 p.m. to 7:00 a.m.	Out Last Shift
8:00 p.m. to 4:00 a.m.	Mid Shift

Members on the Day Shift shall commence all of their tours of duty at 7.00 a.m. and



terminate same at 3:00 p.m.

The Day Shift, the Out First Shift, the Out Last Shift, and the Mid Shift shall be steady shifts.

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

Assignments to all shifts will be by rank seniority.

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

The hours of a member's normal tour of duty shall not be changed without his receiving at least eight (8) hours advance notice. This provision, however, shall not affect the right of the Police Department to "call back" as provided elsewhere in this Agreement. Failure to give such notice shall not excuse a member from reporting for duty but such notice shall be construed as a call back subject to all of the provisions of this Agreement dealing with "call back" pay, and no member shall be ordered back for private details, except for the performance of work at or in connection with events at the Providence Civic Center.

## **Section 2 - OVERTIME**

All members of the bargaining unit who are required to perform police work in excess of their normal work week, shall be paid at the rate of time and one-half (1½) their regular hourly rate of pay. Any time worked in any hour in excess of fifteen (15) minutes shall be compensated for to the next full hour. Authorized leave shall be construed as hours worked under this section.

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

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

Providence Lodge #3 shall expressly and with the consent of each member of the bargaining unit waive any and all claims for overtime as required in Section 2 of Article VI of this Agreement as a result of any members of the bargaining unit being required to work more than forty (40) hours in any calendar week as a result of his acceptance of voluntary details under Article XVI hereof.

### **Section 3 - CALL BACK PAY**

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

There shall be no duplication or pyramiding of benefits under Section 2 and 3 hereof.

### **Section 4 - COURT TIME**

Members of the bargaining unit who are required to attend court shall be compensated for all time spent in court at time and one quarter (1¼) their regular hourly rate of pay. Court time shall be based upon time actually spent at court except for night men who are on short days and who are called to court when it will be computed from the end of their tour of duty. It is the intention of the parties with respect to members on short days that the City may elect to have such members be "on call" rather than waiting in court. In such a case, the member who is on call shall be available to be reached by telephone, and if called to court, shall be considered as having been in court from the end of his tour of duty. The member shall not be compensated in any way for being "on call" if the member is not called to court.

All members except those on short days off, shall be compensated a minimum of four (4) hours for court appearances; those members who are required to attend court on short days off shall be permitted to commence their next tour of duty less those number of hours which they have spent on court time appearances.

All members who are required to attend court on short days off and who are in attendance for four (4) hours, or more, shall be considered as having served a full tour of duty and shall not be required to report for work on said day.

No member shall be required to change a scheduled day off for court duty.

### **Section 5 - CIRCUMVENTION OF OVERTIME**

No member's tour of duty shall be changed solely to circumvent overtime, court time, or

call back.

#### **Section 6 - SUBSTITUTIONS**

A. It is agreed that any member of the bargaining unit who wishes to change his days off may either ask his superior in charge to change his days off or he shall have the right to substitute with a member of equal rank within his bureau, with the notification to his commanding officer, provided a written notice of not less than twenty-four (24) hours is given to the commanding officer, giving the reason for the request. No request shall be honored for the purpose of engaging in outside employment.

B. All members of the bargaining unit shall be permitted to substitute with members of equal rank within their bureau concerning vacations; provided, that the member seeking a substitution secures the permission of the Chief of the Department at least one (1) week in advance of said substitution.

C. Nothing in this section shall be construed to entitle any member of the bargaining unit to overtime pay for any calendar week as a result of his working more than five (5) days in any calendar week nor shall it be construed to deprive any member of a full week's pay if he works less than five (5) full workdays in any calendar week. Providence Lodge #3 on behalf of all members hereby expressly waives any right of any member for overtime pay who as a result of said work schedule works more than five (5) workdays in any calendar week.

#### **Section 7 - IN SERVICE TRAINING**

Once every three (3) months, members covered by this Agreement may be required to report one (1) hour before or after their tour of duty for "in service training" without additional compensation.

Any member who is sent to any job-related school for training will be furnished with transportation to and from the school as determined by the Chief or his designee.

## Section 8 – DEPARTMENTAL PERSONNEL INSPECTION

The parties agree that the Chief of Police shall be permitted to conduct a uniform inspection of the eligible men and women of the Police Department no more than two (2) times per contract year. Each uniform inspection shall be scheduled at the discretion of the Chief of Police, provided, however, the Chief shall provide notice of the specific date and time of the uniform inspection to the eligible members of the Department at least one (1) week prior to the date of the inspection. Said notice of the date and time of the uniform inspection shall be published, in writing, in locations which best assure that all eligible members of the Department are properly notified; and shall be announced at roll-calls and Departmental meetings within the pertinent time frame. Furthermore, such uniform inspections shall not be scheduled on any of the holidays enumerated in this Agreement or on any other legal holiday.

Each uniform inspection shall be scheduled so as to permit the Chief of Police to inspect all eligible members of the Department in uniform, and such inspections shall be conducted at the Police Department Headquarters, or at an alternate location to be designated by the Chief of Police. A uniform inspection shall last no longer than two (2) hours from the announced starting time of the inspection. For purposes of this Section, "eligible members" who are subject to mandatory attendance at uniform inspections shall mean all on-duty and off-duty members of the Department except for the following:

- (a) members who are scheduled for or on furlough leave on the date of the inspection if said furlough leave was scheduled prior to the date the notice was published;
- (b) members who are scheduled for or on a personal day on the date of the inspection if said personal day was scheduled prior to the date the notice was published;
- (c) members who are on Injured-On-Duty status or sick leave on the date of the inspection; and
- (d) members who are unable to attend the inspection due to their police duties, as ordered by the Chief of Police.

Members of the Department who attend a uniform inspection shall not receive any additional compensation or pay for reporting to said inspection.

## Section 9 – COMPENSATORY TIME

“Compensatory Time” is paid time off which is earned and accrued by a member of the bargaining unit in lieu of the payment of money to the member for any employment for which overtime compensation would otherwise be required to be paid, and such Compensatory Time is permitted to be utilized by the parties to this Agreement pursuant to 29 USCS §207(o) of the *Fair Labor Standards Act* (“FLSA”). Compensatory Time received by a member in lieu of money must be earned and accrued in accordance with the FLSA at the rate of not less than one and one-half hours of Compensatory Time for each hour of overtime worked. A member may accrue up to one hundred and twenty (120) hours of Compensatory Time, and after reaching said maximum the member must be paid money for further overtime at the required overtime rate of pay, unless the accrued Compensatory Time is used or cashed out. Members must use any accrued Compensatory Time within one (1) year of the date of accrual, and after one (1) year the City shall pay the member at the required overtime rate of pay for such accrued Compensatory Time.

A member who requests the use of Compensatory Time off shall be permitted to use such time if he/she provides “reasonable notice” to the Department of such time off, and as long as the use of such time off does not unduly disrupt the operation of the Department. For purposes of the preceding sentence, the Department’s mere requirement to pay another member overtime or call-back does not constitute an “unduly disruption of the operation of the Department”. Provided however, Compensatory Time off may be granted on the following days only at the sole discretion of the Chief of Police or his/her designee, after request is made to the Chief or his/her designee at least thirty (30) days in advance:

July 3rd, 4th, 5th	-	All Shifts
Thanksgiving	-	All Shifts
Christmas Eve	-	All Shifts
Christmas Day	-	All Shifts
New Year’s Eve	-	Night Shifts
New Year’s Day	-	Day Shift
NFL “Super Bowl Sunday”	-	All Shifts

The City may at any time "cash out" members' accrued Compensatory Time by paying the member the required amount of compensation at the required overtime rate of pay for such unused Compensatory Time; and the Department may reduce a member's accrued Compensatory Time hours by requiring the member to take paid time off. In the event a member is terminated, retires, or separates from service in any way and has accumulated Compensatory Time, the City shall "cash out" the members' accrued Compensatory Time by paying the member the required amount of compensation at the required overtime rate of pay for such unused Compensatory Time.

The Department shall at all times maintain up-to-date and detailed records of all members' accrued Compensatory Time amounts.

## **ARTICLE VII**

### **Section 1- VACATIONS**

All members of the bargaining unit who were hired by the City of Providence Police Department prior to September 1, 2001 shall be entitled to the following paid annual vacation allotments, with paid annual vacation allotments after the first year of employment accruing on January 1 of each year thereafter:

**Employment Period:**

Date of hire through the immediately following  
December 31 (first year of employment)

Second through ninth years of employment

Tenth through fourteenth years of employment

Fifteenth year of employment and over

**Vacation Allotment:**

One and one third (1½) days  
per month, to a maximum of  
fifteen (15) days

Three (3) calendar weeks plus  
three (3) days, for a total of  
eighteen (18) days

Four (4) calendar weeks plus  
three (3) days, for a total of  
twenty-three (23) days

Five (5) calendar weeks plus  
three (3) days, for a total of  
twenty-eight (28) days

All members of the bargaining unit who were hired by the City of Providence Police Department on or after September 1, 2001 shall be entitled to the following paid annual vacation allotments, with paid annual vacation allotments after the first year of employment accruing on January 1 of each year thereafter:

Employment Period:

Date of hire through the immediately following  
December 31 (first year of employment)

Second year of employment

Third year of employment

Fourth through ninth years of employment

Tenth through fourteenth years of employment

Fifteenth year of employment and over

Vacation Allotment:

One half ( $\frac{1}{2}$ ) day per month,  
to a maximum of six (6) days

Two (2) calendar weeks, for a  
total of ten (10) days

Three (3) calendar weeks, for  
a total of fifteen (15) days

Three (3) calendar weeks plus  
three (3) days, for a total of  
eighteen (18) days

Four (4) calendar weeks plus  
three (3) days, for a total of  
twenty-three (23) days

Five (5) calendar weeks plus  
three (3) days, for a total of  
twenty-eight (28) days

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 – VACATION PICKS AND SENIORITY**

Vacation shall be granted within each Bureau by shift and rank within shift in accordance with rank seniority. In conjunction therewith, in order for any member of the bargaining unit to have his/her vacation picks governed by said seniority rule, said member should select a certain period of time for his/her annual vacation picks and submit said picks to his/her commanding

officer during the month of December of the prior year. Any dates not selected by December 31 of the prior year will not be governed by the seniority rule and will be granted only on an availability basis.

Provided, however, nothing stated in this Section 2 shall be construed to preclude a member from using all of his/her annually allotted vacation days and/or from accumulating said days as described in this Agreement.

### **Section 3 - SPLIT VACATIONS**

All members of the bargaining unit shall be entitled to select their vacation entitlement for such time of the year as they see fit; provided, however, that any member who selects a vacation during the period from the start of the last full calendar week in May through the end of the first full calendar week in October, may only select two (2) weeks provided his entitlement is three (3) weeks or more; if not, then he may only select one (1) week during said period. The intent of this section is to permit any member of the bargaining unit to have at least one (1) week's vacation during said period.

### **Section 4 - VACATION ACCUMULATION**

#### **A. *Annual Vacation Allotments.***

Any member of the bargaining unit may accumulate up to six (6) calendar weeks (thirty (30) days) vacation. Said accumulated vacation may, at the option of the member, be taken in subsequent years or may be taken prior to retirement.

In addition, pursuant to Section 1 of this Article members may earn up to a maximum of twenty-eight (28) vacation days in any one (1) calendar year. Thus, a member who is entitled to twenty-eight (28) vacation days in any one (1) year, and who has accrued the maximum of six (6) weeks (thirty (30) days) vacation pursuant to this Section, has a maximum of fifty-eight (58) vacation days available in that year. Effective January 1, 1999, any vacation days in excess of six (6) weeks (thirty (30) days) which are available in any one (1) year must be taken by the member prior to the end of that year or said excess days shall be lost. (For example, if a member has fifty-eight



(58) vacation days available in any one (1) year, said member must use at least twenty-eight (28) of those days or the remainder of those twenty-eight (28) days shall be lost. Thus, said member may only accumulate thirty (30) days in that year to carry over to the following year.)

If a member in his/her final year of employment (retirement year) is entitled to receive twenty-eight (28) days in that year, and has accrued and carried over from the previous year the maximum of six (6) weeks (thirty (30) days) vacation, then said member shall have a maximum of fifty-eight (58) vacation days available in that year. The member may elect to take any number of these fifty-eight (58) vacation days in the retirement year and to receive a lump sum payment for all remaining days; or the member may elect to take none of these vacation days in the retirement year and to receive a lump sum payment for all fifty-eight (58) days, provided said member retired prior to the completion of the vacation year. Said lump sum payment shall be based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments, and shall be due and payable upon the member's actual retirement or upon his death if prior to retirement.

**B. *Vacation Bank #1 – Pre-June 30, 1998 Vacation Day Accumulation.***

(1) Notwithstanding the language set forth in Subsection (A) above, for those members who, as of June 30, 1998, had accumulated any number of vacation days over and above thirty (30) days (without regard for the thirty (30) day maximum set forth above), said accumulated amount above thirty (30) days will be kept in a "bank" labeled "***Vacation Bank #1***".

**For Example:**

On June 30, 1998 a police officer with 17 years in the Department had accumulated 100 vacation days (72 days as of 12/31/97 including a carryover of 30 days from 1997, added to 28 days accrued on 1/1/98). The calculation of the officer's accumulated vacation time to be added to "***Vacation Bank #1***" shall be as follows:

The 30 vacation days carried over from the previous year, 1997, and the officer's 28 vacation days accrued in 1998 (assuming none of these 28 days are used) are subtracted from the total of 100 accumulated vacation days. Therefore, as of 7/1/98 the officer would have 42 vacation days available to be placed into "***Vacation Bank***

**#1".** (i.e., 100 total accumulated vacation days minus 30 carryover days from 1997 equals 70 days. 70 vacation days minus 28 vacation days accrued for use in 1998 equals 42 vacation days available to go into "**Vacation Bank #1**".)

**"Vacation Bank #1"** shall be kept separate from vacation days accrued on or after July 1, 1998, and shall not be subject to the accumulation limitations set forth in this Section.

**"Vacation Bank #1"** may not be increased on or after July 1, 1998, and any amount of accumulated vacation days used from **"Vacation Bank #1"** after this date shall be deducted from the total amount in said "bank". Any vacation days remaining in **"Vacation Bank #1"** as of the date of a member's retirement shall be paid to said member in a lump sum payment based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments, and shall be due and payable upon the member's actual retirement or upon his death if prior to retirement.

(2) Furthermore, effective July 1, 1998, any vacation days which were accrued during calendar year 1998 only; but, not used during calendar year 1998, shall not be added to **"Vacation Bank #1"**.

The member's compensation for these vacation days (accrued but unused during calendar year 1998) shall be calculated as follows:

The member's average daily rate of pay as of 7/1/98, as set forth in the 1996-1999 Agreement, in the rank he/she held as of 7/1/98 not including overtime, multiplied by the number of unused said vacation days accrued but not used in calendar year 1998.

This provision shall not apply to vacation days accrued but unused in any other calendar year other than 1998. The member shall receive compensation for these days upon separation from service. Members shall document vacation days accrued but unused during calendar year 1998 on a two-part document attached hereto and incorporated by reference as **Exhibit "B"**. One form shall be placed in the member's personnel file (201 File) at the Providence Police Headquarters. A second form shall be given to the member. The form shall indicate the average daily rate of pay, the rank of the member at the time the vacation was accrued but unused during calendar year 1998 and shall be counter-signed by the Chief or his designee for said member.

Compensation set forth in Paragraph (B)(2) above shall be in addition to Severance Pay as referred to throughout this Agreement.

C. ***Vacation Bank #2 – Denial of Vacation Day Usage Requests via Written Directive.***

Finally, again notwithstanding the language set forth in Subsection (A) above, any vacation days not taken by an officer due to a written directive of the Department and/or the City shall not be lost, regardless of the accumulation limitations set forth in this Section above. Said vacation days shall be added to "***Vacation Bank #2***", regardless of the number of days already accrued in said "Bank". The addition of such vacation days to "***Vacation Bank #2***" shall be the only exception to the six (6) week (thirty (30) days) accumulation maximum imposed upon said "Bank" by this Section. For purposes of this Section, any Departmental directive denying an officer requested vacation time must be in writing.

Any vacation days remaining in "***Vacation Bank #2***" as of the date of a member's retirement shall be paid to said member in a lump sum payment based upon the member's average daily base rate of pay in that calendar year, excluding overtime payments, and shall be due and payable upon the member's actual retirement or upon his death if prior to retirement.

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

**Section 5 - PAID HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Day	Fourth of July
Washington's Birthday	Thanksgiving Day
Easter Sunday	Armistice Day
Columbus Day	Victory Day
Memorial Day	Christmas Day

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

## **ARTICLE VIII**

### **Section 1 - CLOTHING ALLOWANCE**

All members of the bargaining unit shall, upon their appointment to the Police Department, be furnished by the City and at the City's expense the following new, original issue uniform and equipment items:

- 1 required hat
- 1 hat wreath
- 1 raincoat cover for hat
- 4 required shirts
- 2 required winter trousers
- 2 required summer trousers
- 1 required winter jacket
- 1 Reflectorized traffic vest
- 1 raincoat
- 1 pair of handcuffs
- 1 handcuff case
- 1 identification wallet with ID card
- 1 expandable baton
- 1 expandable baton holder
  
- 1 whistle and chain
  
- 1 breast badge
- 1 wallet badge
- 1 handgun and ammunition
- 1 ECD (Electronic Control Device ... i.e., "Taser")
- 3 extra weapon magazines and ammo
- 1 canister of OC Spray
- 1 Set of Protective Body Armor (i.e., Bullet-Proof Vest)
- 1 Ballistic Helmet and Face Shield \*\*
- 1 tourniquet and 1 tourniquet holder \*\*

**\*\*In the July 1, 2019-June 30, 2020 Fiscal Year, the City shall be afforded a reasonable amount of time within which to provide any Ballistic Helmets**

and Face Shields, and the tourniquets and tourniquet holders, to members.

**1 Rules and Regulations Book**

**1 helmet (Traffic Bureau only)**

**1 pair of motorcycle boots (Traffic Bureau only)**

**1 pair of equestrian riding boots (Mounted Unit only)**

The City shall have available a sufficient additional number of riot helmets for immediate use by the members assigned to a shift during a disturbance.

The City shall also furnish uniforms for its honor guard. These honor guard uniforms shall include but not be limited to a dress blouse, a Sam Brown belt, breeches, and boots.

The City shall also furnish one (1) set of BDU ("Battle Dress Uniform") style uniform to each member of the Special Response Unit ("SRU"), which BDU shall be selected and approved by the SRU and the Chief of Police or his/her designee.

The City also agrees to provide a "compact" Department-issued and approved firearm to members of the Investigative Division or other Specialty Unit, if any such member requests.

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

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

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

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

For members of the bargaining unit not required to wear uniforms, the clothing allowance shall be Two Hundred (\$200.00) Dollars per year. A member of the plainclothes division shall be reimbursed for any personal articles of clothing which are damaged or destroyed in the course of his duties as a member of the said plainclothes division.

Members of the bargaining unit in a non-uniform capacity shall, within thirty (30) days of a return to a uniform duty status, inform the Chief of the Department of those items of clothing and equipment that he does not have and the City will furnish it to him.

## **Section 2 - CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE**

Prior to July 1, 2016, all members of the bargaining unit shall be entitled to the receipt of a "Clothing and Equipment Maintenance Allowance" in the amount of One Thousand (\$1,000.00) Dollars per year. Effective as of July 1, 2016 and thereafter, members of the bargaining unit hired as full-time Police Officers prior to September 1, 2016 shall be entitled to the receipt of a "Clothing and Equipment Maintenance Allowance" in the amount of \$900 per year; and members of the bargaining unit hired as full-time Police Officers on or after September 1, 2016 shall be entitled to the receipt of a "Clothing and Equipment Maintenance Allowance" in the amount of \$500 per year.

The "Clothing and Equipment Maintenance Allowance" shall be paid to all members of the bargaining unit who are members of the Department as of July 1 of the applicable fiscal year, and said amount together with the amount referred to in Section 1 hereof shall be paid to each member no later than August 15 of the applicable fiscal year.

## **ARTICLE IX**

### **Section 1 - SICK LEAVE**

#### ***Sick Leave Day Allotment:***

Sick Leave Days with full pay shall be accrued and computed at the rate of 1.25 working days per month, for a total annual Sick Leave Day allotment of 15 Sick Leave Days (i.e., 1.25 times 12 months equates to 15 Sick Leave Days). However, in any one fiscal year, a member who has not accumulated fifteen (15) Sick days shall be allowed to borrow up to the fifteen (15) Sick days maximum.

Provided however, effective as of July 1, 2017, the annual Sick Leave Day Allotment for all members of the bargaining unit shall be contingent upon the Providence Police Department's FOP bargaining unit member manpower level as assessed and determined each July 1<sup>st</sup> and January 1<sup>st</sup>

of each Contract Year, as follows:

- If on July 1<sup>st</sup> or January 1<sup>st</sup> of any Contract Year, the Providence Police Department's FOP bargaining unit member manpower level is ***below 435 members*** (i.e., 434 members and below), then all members of the bargaining unit shall be allotted the aforementioned **15 Sick Leave Days per year** for the subsequent 6-month period (i.e., pro-rated at 6-month intervals as 7.5 days per 6-month period), based upon the 1.25 days per month accrual formula.
- If on July 1<sup>st</sup> or January 1<sup>st</sup> of any Contract Year, the Providence Police Department's FOP bargaining unit member manpower level is at or ***above 435 members***, then all members of the bargaining unit shall be allotted the following numbers of Sick Leave Days for the subsequent 6-month period (i.e., pro-rated at 6-month intervals):
  - Members of the bargaining unit hired as full-time Police Officers prior to September 1, 2016 shall be allotted **13 Sick Leave Days per year** for the subsequent 6-month period (i.e., pro-rated at 6-month intervals as 6.5 days per 6-month period), based upon an accrual formula of 1.08 days per month (i.e., 1.08 *times* 12 months equates to 13 Sick Leave Days).
  - Members of the bargaining unit hired as full-time Police Officers on or after September 1, 2016 shall be allotted **10 Sick Leave Days per year** for the subsequent 6-month period (i.e., pro-rated at 6-month intervals as 5 days per 6-month period), based upon an accrual formula of .83 days per month (i.e., .83 *times* 12 months equates to 10 Sick Leave Days).

\* The above-stated Providence Police Department FOP bargaining unit manpower numbers shall be determined as of July 1 and January 1 of each Contract Year, and shall include all full-time members of the bargaining unit employed by the City as of said July 1 or January 1

date, regardless of employment status (i.e., regardless of IOD status, suspension, military leave, sick leave status, etc.).

Such annual Sick Leave Day allotments of up to fifteen (15) working days with pay per year shall be cumulative; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) days' sick leave to members of the bargaining unit. In order to be eligible to receive an additional ninety (90) days' sick leave from the Commissioner of Public Safety, the member must first have exhausted all of his/her sick leave.

***Personal Days:***

In addition, three (3) days per year of a member's annual Sick Leave Day allotment (i.e., up to fifteen (15) days) shall be considered Personal Days in accordance with Article IX Section 2(E).

***Accumulation of Sick Leave Days for Severance Pay Purposes:***

Members of the bargaining unit are entitled to accumulate Sick Leave Days for purposes of Severance Pay, however such Severance Pay accumulation is subject to the maximum amounts set forth in and governed by the provisions of Section 3 (entitled "Severance Pay") below in this Article.

***Accumulation of Sick Leave Days for Purposes other than Severance Pay:***

However, nothing contained herein shall preclude a member from accumulating an amount of Sick Leave Days in excess of the Severance Pay accumulation maximums set forth below for purposes other than severance pay, and for sick leave only. That is, members shall continue to be permitted to accrue an unlimited number of Sick Leave Days for Sick Leave usage purposes only.

**Section 2 - REASONS FOR SICK LEAVE**

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

- A. Personal illness or physical incapacity to such extent as to be rendered



thereby unable to perform the duties of his present position.

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.

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

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

D. Death of relatives (other than those set forth under Section 4 of this Article) provided that in such cases the leave with pay shall be for not more than one (1) day to permit attendance at the funeral of said person. (Affidavit may be required.) In the case of the death of other relatives, members on their short day off may elect to take either their tour of duty before or after the funeral as their time off.

E. There shall be three (3) personal days per year to be deducted from a member's accumulated sick leave for which no specific reason shall be deemed necessary. A member of the bargaining unit must give notice of his/her intent to use a personal day at least eight (8) hours prior to the beginning of his/her shift, in order to use said personal day. Furthermore, if a member either requests to use or gives notice of his/her intent to use a

fourth (4th) personal day in a calendar year, he/she shall be charged with the use of a furlough day on that day off and shall receive a letter of warning from the Department notifying him/her that any further request(s) or notice(s) to use personal days in that calendar year shall result in the denial of said request or notice and the forfeiture of one day of salary if the officer fails to report for duty on that day.

Notwithstanding the foregoing, personal days may be granted on the following days only at the discretion of the Chief subject to written application to the Chief at least thirty (30) days in advance:

July 3rd, 4th, 5th	-	All Shifts
Thanksgiving	-	All Shifts
Christmas Eve	-	All Shifts
Christmas Day	-	All Shifts
New Year's Eve	-	Night Shifts
New Year's Day	-	Day Shift
NFL "Super Bowl Sunday"	-	All Shifts

Members will not be allowed to use personal days on those days when they are required to perform other police duties (e.g., court appearance) except for private details.

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

### **Section 3 - SEVERANCE PAY**

Each member of the Police Department shall be entitled to accumulate unused Sick Leave Days for purposes of Severance Pay, up to the following maximum Severance Pay accumulation amounts:

- Effective up to June 30, 2016, members of the bargaining unit have been permitted to accumulate for Severance Pay purposes, and receive Severance Payment for, a maximum of **one hundred forty (140) Sick Leave Days plus one half (½) of all Sick Leave Days** accumulated over and above one hundred forty (140) days. All such Sick Leave Severance

Pay amounts accrued prior to July 1, 2016 shall be "grandfathered" and remain intact for Severance Pay purposes upon retirement, notwithstanding the changes set forth below concerning the Severance Pay accrual provisions subsequent to July 1, 2016.

- Effective as of July 1, 2016 and thereafter, those members of the bargaining unit who were hired prior to September 1, 2016 shall be permitted to accumulate for Severance Pay purposes, and receive Severance Payment for, a maximum of **140 Sick Leave Days**.

\* Provided however, effective as of July 1, 2016, any members who had already accrued and accumulated in excess of **140 Sick Leave Days** for Severance Pay purposes, shall be "grandfathered" and shall NOT lose said excess Severance Pay days and shall still receive Severance Pay for such excess days upon his/her future separation from service. In the event such a member is required to use his/her accumulated Sick Leave Days and his/her accumulated amount of days falls below 140 days, then he/she shall only be permitted to again accumulate for Severance Pay purposes, and receive Severance Payment for, a maximum of **140 Sick Leave Days**.

- Effective as of 7/1/16 and thereafter, those members of the bargaining unit who were hired on or after September 1, 2016 shall be permitted to accumulate for Severance Pay purposes, a maximum of 140 Sick Leave Days, but may only receive Severance Payment for one half of said accumulated Sick Leave Days (i.e., may be paid for only up to **70 Sick Leave Days** upon separation from service).

Payment of said Severance Pay from these accumulated Sick Leave Days shall be due and payable upon the said member's actual retirement, voluntary separation from employment, or upon his death if prior to retirement.

However, nothing contained in this Section shall be construed to vest a member with the right to accumulate sick leave days for Severance Pay purposes if any of said excess days were

accrued and accumulated prior to December 31, 1998 or were accrued and accumulated within the time period commencing January 1, 2000 and ending on December 14, 2000 (the date of the City Council's ratification of the 1999-2001 Collective Bargaining Agreement).

The amount of said Severance Payment shall be determined at the time of the member's retirement, voluntary separation from employment, or death by multiplying the number of accumulated Sick Leave Days of Severance Pay by his/her then current daily rate of pay, less any days of deduction in accordance with the hereinafter described deductible days.

At the time of a member's retirement, there shall be deducted from his total accumulative days any and all days on which the member was absent from his employment; provided, however, that no days of absence due to vacations, injuries or contagious disease actually suffered or contracted by the member in the line of duty, nor days of absence permitted under the provisions of Section 4 of this Article (Bereavement), shall be deducted.

#### **Section 4 - BEREAVEMENT**

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

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

#### **Section 5 - DONATION OF ACCUMULATED SICK LEAVE AND VACATION TIME**

A member of the bargaining unit may elect to donate any accumulated sick leave time or vacation time to another member of equal or lower rank within the Department. A member may not donate such accumulated time to another member of higher rank within the Department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay.

In order to be eligible to receive a donation of accumulated sick leave time or vacation time,

the member receiving the donation must be: (a) suffering from a non-IOD related illness or injury (including but not limited to Maternity pursuant to Article X of this Agreement); (b) absent from work for attendance upon members of the family within the household of the member whose illness requires the care of such member for a period of time in excess of fifteen (15) days; or (c) absent from work pursuant to Section 4 of this Article for a period of time in excess of four (4) days. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must first have exhausted all of his/her sick leave time and vacation time.

In order for a member to be eligible to donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit", as utilized by the Department. Furthermore, any member who elects to donate his/her accumulated sick leave time or vacation time shall lose all rights and interest in said days.

## **ARTICLE X**

### **Section 1 - INJURIES**

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

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

The City further agrees that once a member of the bargaining unit reports for work, which where applicable shall be deemed to occur as soon as a member enters any parking lot or garage commonly used for parking by members of the Police Department, he is actually on duty and shall

be covered under this section for any injuries sustained until his tour of duty is completed. Any member of the bargaining unit injured while driving, walking or otherwise commuting to and/or from work, including but not limited to a detail, shall not be entitled to IOD benefits as set forth in this Section 1 of Article X, unless: (a) the member has been called back to duty and ordered to report directly to a particular location other than the Providence Police Station or one of its sub-districts / sub-stations; (b) the member becomes engaged in performing police work which is in the proper performance of his/her police duties during the commute in accordance with the terms of this Article X, Section 1; or (c) the member is required to use his/her personal vehicle to drive to or from the Providence Police Station or to or from one of its sub-districts / sub-stations in order to report to another location or to pick up a Department vehicle.

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

## **Section 2 - MEDICAL CARE FOR INJURIES**

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

A. Those members of the bargaining unit injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician or chiropractic physician. The choice shall be made by the member or if his condition prevents him from making his choice, by the officer in charge. When a member's treating physician recommends "non-invasive treatment" to assist or enhance the member's recovery from claimed IOD injuries, if the member does not comply with that treating physician's "non-invasive treatment" recommendations the member will be removed from IOD and carried on Sick Leave until he/she complies with such recommended "non-invasive treatment". The member of the bargaining unit shall at all times have the right to change his physician or chiropractic physician.

If the member requires hospitalization and medical treatment outside the State of Rhode Island, he shall first secure the permission of the Chief of the Department for the same, which

permission shall not be unreasonably withheld.

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

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

D. **Police Department Physician Examination.** The Police Department may challenge the member's IOD status as to whether or not the member is able to return to work, by requiring the member to be examined by a physician of the Department's choice (the "Police Department physician"). The Police Department physician shall be asked to determine whether or not the member is still incapacitated from the performance of his/her full police duties and thus whether or not the member is able to return to work. The cost of any examination by a Police Department physician shall be paid for by the City. In the event that the Police Department physician advises the Chief in writing that in his opinion a member of the bargaining unit who is being carried IOD is able to return to work, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Police Department's physician.

**Medical Arbitration Physician Examination Process.** If the opinion of the member's private physician is in conflict with that of the Police Department physician as to whether or not the member is able to return to work, then the member shall be required to be examined by a "Medical Arbitrator physician" for a medical arbitration examination, with the results therefrom being "final and binding" and "conclusive" on the parties.

The Medical Arbitrator physician shall be mutually agreed upon by the member's treating physician and the Police Department physician. In the event the member's treating physician and

the Police Department physician are unable to agree to a Medical Arbitrator physician, then within fourteen (14) calendar days the member's treating physician (or the FOP if the treating physician fails to do so) shall name two (2) physicians and the City shall name two (2) physicians, and one (1) name shall be chosen by a lottery method agreed to by the FOP and the City from those physicians named. Any Medical Arbitrator physician chosen through the above process shall be a physician who specializes in the area of the member's complaint or injury. Notwithstanding, however, no Medical Arbitrator physician shall be a physician who has previously treated or examined the member (as a treating physician or a Police Department physician) for the complaint or injury for which the member is seeking treatment under this Section.

The Medical Arbitrator physician shall examine the member and shall render a written opinion with respect to whether the member is still incapacitated from the performance of his/her full police duties and thus whether or not the member is able to return to work, which opinion and corresponding report shall be delivered to the Department and to the member. The cost of any Medical Arbitrator physician examination shall be paid by the City.

For purposes of this Subsection, the terms "final and binding" and "conclusive" shall mean that neither the member nor the Department has the right to grieve, arbitrate or otherwise avail himself/herself/itself to the grievance procedure (Article XIV) with regard to any report or results received from the Medical Arbitrator physician concerning the member's physical condition and/or the member's capability of returning to work.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with any physician or other representative of the Medical Arbitrator physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives communicates ex parte with any physician or other representative of the Medical Arbitrator physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with any physician or other representative of the Medical Arbitrator physician, then the opinion of the Police Department physician shall be binding.



However, a designated representative of the City and a designated representative of the FOP may jointly contact any Medical Arbitrator physician in order to address any questions or issues concerning the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's IOD status.

Police Department physician examinations and examinations at the Medical Arbitrator physician shall be scheduled during that physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from the Medical Arbitrator physician indicating that the member is capable of returning to work. Moreover, should the Medical Arbitrator physician's opinion support the member's treating physician's opinion, then the member's IOD status shall continue. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment at the Medical Arbitrator physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X, Section 1 until such time that the member is examined at the Medical Arbitrator physician.

E. **Recurrence of an Injury/Illness.** When a member of the bargaining unit has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall be carried injured on duty from the date of the recurrence and then be examined by the Police Department

physician, if the Police Department so chooses. In the event that the Police Department's physician advises the Chief that in his opinion the present condition is not related to the member's previous injury, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. thirty (30) days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Police Department's physician.

If the opinion of the member's private physician is in conflict with that of the Police Department physician as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then the member shall be required to be examined by a "Medical Arbitrator physician" for a medical arbitration examination, with the results therefrom being "final and binding" and "conclusive on the parties."

The Medical Arbitrator physician shall be mutually agreed upon by the member's treating physician and the Police Department physician. In the event the member's treating physician and the Police Department physician are unable to agree to a Medical Arbitrator physician, then within fourteen (14) calendar days the member's treating physician (or the FOP if the treating physician fails to do so) shall name two (2) physicians and the City shall name two (2) physicians, and one (1) name shall be chosen by a lottery method agreed to by the FOP and the City from those physicians named. Any Medical Arbitrator physician chosen through the above process shall be a physician who specializes in the area of the member's complaint or injury. Notwithstanding, however, no Medical Arbitrator physician shall be a physician who has previously treated or examined the member (as a treating physician or a Police Department physician) for the complaint or injury for which the member is seeking treatment under this Section.

The Medical Arbitrator physician shall examine the member and shall render a written opinion with respect to whether the member's condition is a recurrence of a previous injury in the line of duty, which opinion and corresponding report shall be delivered to the Department and to the member. The cost of any Medical Arbitrator physician examination shall be paid by the City.

For purposes of this Subsection, the terms "final and binding" and "conclusive" shall mean neither the member nor the Department has the right to grieve, arbitrate or otherwise avail

himself/herself/itself to the grievance procedure (Article XIV) with regard to any report or results received from the Medical Arbitrator physician concerning the member's physical condition and whether the member's condition is a recurrence of a previous injury in the line of duty, and/or the member's capability of returning to work.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with any physician or other representative of the Medical Arbitrator physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives communicates ex parte with any physician or other representative of the Medical Arbitrator physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with any physician or other representative of the Medical Arbitrator physician, then the opinion of the Police Department physician shall be binding.

However, a designated representative of the City and a designated representative of the FOP may jointly contact any Medical Arbitrator physician in order to address any questions or issues concerning the member's physical condition, the type or length of treatment to be provided/received, the member's capability of returning to work, and/or any other aspect of the member's IOD status.

Police Department Physician examinations and examinations at the Medical Arbitrator physician shall be scheduled during that physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from the Medical Arbitrator physician indicating that the member's present condition is not related to the previous injury, or that the member is capable of returning to work. Moreover, should the Medical Arbitrator physician's opinion support the member's treating physician's opinion, then the member's IOD status shall continue. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment at the Medical Arbitrator physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X, Section 1 until such time that the member is examined at the Medical Arbitrator physician

If it is finally determined that said injury is a recurrence of a previous injury in line of duty, the Department shall be responsible for payment of the member's medical expense.

F. For purposes of this Section 2, whenever a member claims an on-the-job injury, a supervisory officer may, with the approval of the commanding officer, require the member to be examined by a physician within twenty-four (24) hours of the injury-on-duty claim unless the member consults with his/her own physician or is seen by an Emergency Room physician within twenty-four (24) hours of the injury-on-duty claim. Any examination under this Section (F) shall not be considered a City Medical Examination (CME).

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

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

The City further agrees that it will pay all medical expenses, doctors' fees and other related expenses on behalf of any member who has retired where such expenses are incurred as a result of

the recurrence of an injury or illness the member received while in the employ of the City and for which the member received benefits under Article X, Section 1 (IOD benefits); provided, however, that there shall be deducted therefrom any amounts which the member may receive by virtue of other medical coverage. In the event that the City questions whether or not the injury or illness is a "recurrence", then the parties shall be governed by the terms and conditions as set forth in Article X, Section 2E in deciding the issue of "recurrence".

The City will also pay all medical expenses, doctors' fees and other related expenses on behalf of any member who is placed on the disability pension list where such expenses are incurred as the result of the injuries or illness which caused the member to be placed on the disability pension list or which related to any recurrence of said injury or illness for which the member was placed on the disability pension list; provided, however, that there should be deducted therefrom any amounts which the member may receive by virtue of other medical coverage. In the event that the City questions whether or not the injury or illness is a "recurrence", then the parties shall be governed by the terms and conditions as set forth in Article X, Section 2E in deciding the issue of "recurrence".

#### **Section 4 - MEDICAL EXPENSES FOR MEMBER'S FAMILY**

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

It is further agreed that the City will pay all medical and hospital expenses of an employee's immediate family who contract a contagious disease where such contagious disease may reasonably be considered to have been transmitted by the employee to a member of his/her family and where such contagious disease was contracted as a result of said employee's exposure to contagious disease in the line of duty.

#### **Section 5 - FUNERAL AND BURIAL EXPENSES**

The City agrees to defray all funeral and burial expenses of any member of the bargaining unit killed in the line of duty up to a maximum of Ten Thousand (\$10,000.00) Dollars; and, in addition, the City shall pay to the widow or heirs of such deceased member, his accumulated severance pay, and any accrued or unused vacation pay.

#### **Section 6 - HEART ATTACKS AND HYPERTENSION**

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

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

Notwithstanding anything to the contrary hereinabove, the City shall have the ability and right to petition for grievance arbitration, under the Grievance and Arbitration provisions set forth in this Agreement, for the purpose of presenting evidence to an arbitrator to show that the member's heart attack and/or hypertension was not in fact caused as a result of his/her duties as a police officer. If the City is able to make such a showing to the arbitrator in a clear and convincing manner, the member will only be entitled to benefits as if the injury/illness were non-work-related.

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

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

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

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

#### **Section 8 - STRESS PROGRAM**

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

The Stress Unit shall be staffed by three (3) members of the bargaining unit on a part-time basis.

#### **Section 9 - PHYSICAL FITNESS PROGRAM**

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

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

All members of the bargaining unit shall be required to attend an annual basic Physical Examination by a physician of their choice. Upon completion of the examination, the member shall be required to provide to the Department satisfactory written proof only of his/her attendance at such physical examination (this does not require that the member provide a copy of his/her medical report).

In the event a member fails to provide to the Department satisfactory written proof of his/her attendance at a physical examination within one (1) year of his/her previous physical examination, then he/she shall have up to an additional six (6) month-extension within which to attend a physical examination and to provide satisfactory written proof of his/her attendance at

said physical examination.

In the event the member still, after the six (6) month-extension, fails to provide satisfactory written proof to the Department of his/her attendance at a physical examination, then he/she shall be placed on Administrative Duty until such time as he/she provides such satisfactory written proof; and while the member is on such Administrative Duty, the Department shall be permitted to order the member to attend a physical examination at a physician selected by the Department, which order shall be subject to disciplinary action in the event the member still fails to attend the examination.

#### **Section 10 - LIGHT DUTY**

##### **A. Establishment**

There shall be established a maximum of ten (10) light duty positions available to members on IOD status (who sustained a job-related injury or illness), and an unlimited number of light duty positions available to members on Sick Leave status (or other non-IOD status) (who sustained a non-job related injury or illness), which light duty positions shall not affect the minimum manning staffing levels of the Department. It is neither the City's nor the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined, pursuant to the medical examination procedural provisions set forth above in Sections 2(D) and 2(E) of this Article, that said member is medically certified to be capable of light duty and is expected to fully recover and return to his/her full police duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task.

##### **B. Type of Work**

The ten (10) light duty positions established in Subsection (A) above shall be utilized in the:

- Traffic Bureau,
- Municipal Court,



- Computer Room of the Police Department,
- Human Resources Offices of the Police Department,
- Administrative Offices of the Police Department,
- Police Academy,
- Armory, or
- in another position within the Police Department mutually agreed upon by the Chief of Police or his/her designee and the President of the Union or his/her designee.

Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Police Department physician, or the Medical Arbitrator physician, pursuant to Sections 2(D) and 2(E) of this Article, where appropriate, regarding the eligibility for light duty.

#### **C. Hours of Work**

The light duty work shall be performed on a five (5) day, seven (7) hour per day basis, Monday through Friday, during any hours or shift mutually agreed upon by the Chief of Police or his/her designee and the President of the Union or his/her designee, including a one half (½) hour lunch break. The member shall receive as a salary no more or less than the rate of pay he/she received prior to going on IOD status, unless said member is entitled to a promotion while on IOD status, in which case said member shall receive upon promotion the new, increased rate of pay. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

#### **D. Job-Related ("On The Job") Injuries**

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Sections 2(D) and 2(E) of this Article, to be capable of light duty, will accept a light duty assignment if one is available.

Furthermore, light duty shall be assigned on a seniority basis so that the most junior eligible member shall be first assigned to light duty. Notwithstanding, if a senior member is currently assigned to light duty, he/she shall not be removed from said assignment if a junior member becomes eligible for light duty thereafter.

**E. Non-Job Related Injuries**

Light duty shall secondly be offered to members who are disabled from performing duties as a police officer as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a police officer with a non-job related injury from a light duty position in order to fill that assignment with a police officer who is capable of light duty work and who is on IOD status pursuant to Sections 2(D) and 2(E) of this Article.

**F. Length of Light Duty Assignment**

A member shall not be assigned to light duty for a period of longer than twelve (12) months commencing on the date of his/her assignment to light duty unless otherwise agreed by the President or Vice President of the Union. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury, and all the time periods for assignment to light duty shall follow this initial ninety (90) day calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member.

**Section 11 - MATERNITY LEAVE**

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by a medical doctor of the member's pregnancy, the member may temporarily transfer to the Human Resources Bureau. The member at her discretion may then work the normal hours worked in the Human Resources Bureau; shall receive as a salary the rate of pay she received prior to going on

Maternity Leave, unless said member is entitled to a promotion while on Maternity Leave, in which case said member shall receive upon promotion the new, increased rate of pay; and shall be allowed to accrue "Maternity Leave Days" at a rate of one (1) day per week. Said "Maternity Leave Days" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Maternity Leave Days" shall be used before any other form of leave as provided for in the collective bargaining agreement, and any "Maternity Leave Days" not used prior to the termination of Maternity Leave shall be lost. Upon termination of Maternity Leave the member shall be returned to her original assignment.

## **ARTICLE XI**

### **Section 1 - FAMILY AND MEDICAL LEAVE ACT**

This Article is intended to supplement and not supersede the policies and provisions set forth elsewhere in this Agreement. Any discrepancies between the policies and provisions of this Article and any other policy or provision of this Agreement shall be resolved in accordance with and in favor of those policies and provisions set forth elsewhere in the Agreement. Furthermore, nothing contained in this Article is intended to replace, supersede, or supplant the IOD policies set forth in Article X of this Agreement.

When a bargaining unit member is granted leave of absence, uses sick leave, is out due to injury, or is otherwise away from work under either Article IX, Sections 2A, B, or C, or Article X, Sections 1, 2A, 2B, 2E, or 6, or for a reason as identified in the Federal Family and Medical Leave Act of 1993 (FMLA), such time away from work shall be categorized as FMLA leave. In addition to the reasons set forth in Article IX and X above, FMLA leave shall be for:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. to care for a spouse, child, or parent with a serious health condition;
4. the serious health condition (described below) of the employee;

5. Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) childcare and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

6. Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember. For purposes of this Section, next of kin is defined as the closest blood relative of the injured or recovering servicemember.

A serious health condition shall include, but is not limited to a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider or a condition which requires continuing assisted living in one's home. This covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

The length of FMLA leave shall be maximum of twelve (12) weeks (in alternating years 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of leave. For purposes of this provision, FMLA leave will run concurrently with any other leave for which a police officer may be eligible. Nothing contained herein shall abridge and/or modify any

applicable state or federal law(s).

For further or more detailed information about FMLA rights members should go to Human Resources.

## **ARTICLE XII**

### **Section 1 - RULES AND REGULATIONS**

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

## **ARTICLE XIII**

### **Section 1 - SALARIES**

#### **A. Salary Scale.**

Salaries for all Members of the bargaining unit who are members of the City of Providence Police Department shall reflect the following increases during the period of this Agreement:

**- Effective as of 7/1/19: 4.5% salary increase**

- Including full retroactive wage payments as of 7/1/19 on all sources of payments, including Wages, Overtime Pay, Callback Pay, Detail Pay, etc.
- All such retroactive wage payments on Detail Pay only shall be paid no later than by July 31, 2021, or sooner at the discretion of the City.
- All such retroactive wage payments on all other sources of payments, including Wages, Overtime Pay, Callback Pay, etc., shall be paid within thirty (30) days of the date of the final ratification of this Tentative Agreement by the parties.
- All retroactive payments shall be made in separate checks and shall not be combined with normal biweekly payroll checks.

**- Effective as of 7/1/20: 4.5% salary increase**

- Including full retroactive wage payments as of 7/1/20 on all sources of payments, including Wages, Overtime Pay, Callback Pay, Detail Pay, etc.
- All such retroactive wage payments on Detail Pay only shall be paid no later than by July 31, 2021, or sooner at the discretion of the City.
- All such retroactive wage payments on all other sources of payments, including Wages, Overtime Pay, Callback Pay, etc., shall be paid within thirty (30) days of the date of the final ratification of this Tentative Agreement by the parties.
- All retroactive payments shall be made in separate checks and shall not be combined with normal biweekly payroll checks.

**- Effective as of 7/1/21: 4.5% salary increase**

**- Effective as of 7/1/22: 3.75% salary increase**

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

<u>Position</u>	<u>As of 6/30/19</u>	<u>7/1/19 to</u> <u>6/30/20</u> (4.5%)	<u>7/1/20 to</u> <u>6/30/21</u> (4.5%)	<u>7/1/21 to</u> <u>6/30/22</u> (4.5%)	<u>7/1/22 to</u> <u>6/30/23</u> (3.75%)
Third Grade Patrol Officer	\$1,074.65	\$1,123.01	\$1,173.55	\$1,226.36	\$1,272.35
Second Grade Patrol Officer	\$1,099.30	\$1,148.77	\$1,200.46	\$1,254.48	\$1,301.53
First Grade Patrol Officer	\$1,168.62	\$1,221.21	\$1,276.16	\$1,333.59	\$1,383.60
Detective Patrol Officer (12%)	\$1,308.87	\$1,367.77	\$1,429.32	\$1,493.64	\$1,549.65
Sergeant	\$1,340.60	\$1,400.93	\$1,463.97	\$1,529.85	\$1,587.22
Detective Sergeant (12%)	\$1,501.47	\$1,569.04	\$1,639.65	\$1,713.43	\$1,777.68
Lieutenant	\$1,463.59	\$1,529.45	\$1,598.28	\$1,670.20	\$1,732.83
Detective Lieutenant (12%)	\$1,639.22	\$1,712.98	\$1,790.06	\$1,870.61	\$1,940.76
Captain	\$1,575.56	\$1,646.46	\$1,720.55	\$1,797.97	\$1,865.40
Detective Captain (12%)	\$1,764.63	\$1,844.03	\$1,927.01	\$2,013.74	\$2,089.25

• **New Hires' Salary Increase Reduced Scale:** Notwithstanding the Salary Chart levels set forth above, ONLY during the term of this Agreement (i.e. as of June 30, 2023 this provision shall automatically "Sunset" and terminate), and ONLY applicable for Officers who are hired during the term of this Agreement BUT after the final ratification of this Agreement (i.e. this New Hires' Salary Increase Reduced Scale shall not apply to Officers who may have already been hired during the term of this Agreement but prior to the final ratification of this Agreement, meaning that this provision will begin to apply with the *members of the Providence Police Department's Class to be hired in or after 2021 but before 6/30/23*), the Wage Rates for such Officers shall be calculated as follows:

**Hire Year:**      **Reduced Salary Scale:**

7/1/19:      • New Third Grade Base as of 7/1/19 = **\$1,123.01** ... then less 9%, which equals **\$1,021.94**  
                      \*Not applicable as no Officers hired in 7/1/2019-6/30/2020.

7/1/20:      • New Third Grade Base as of 7/1/20 = **\$1,173.55** ... then less 9%, which equals **\$1,067.93**

- New Second Grade Base as of 7/1/20 = \$1,200.45 ... then less 6%, which equals \$1,128.42

*\*Only applicable to Officers hired in between 7/1/2020-6/30/2021 if after ratification of the Agreement.*

7/1/21:

- New Third Grade Base as of 7/1/21 = \$1,226.36 ... then less 9%, which equals \$1,115.99
- New Second Grade Base as of 7/1/21 = \$1,254.47 ... then less 6%, which equals \$1,179.21
- New First Grade Base as of 7/1/21 = \$1,333.59 ... then less 3%, which equals \$1,293.59

7/1/22:

- New Third Grade Base as of 7/1/22 = \$1,272.35 ... then less 9%, which equals \$1,157.84
- New Second Grade Base as of 7/1/22 = \$1,301.52 ... then less 6%, which equals \$1,223.44
- New First Grade Base as of 7/1/22 = \$1,383.61 ... then less 3%, which equals \$1,342.10

\*At the start of each affected Officer's 4<sup>th</sup> Year of Service, his/her Base Rate shall be equivalent to the Base Rate of all other First Grade Patrol Officers.

\* For purposes of the above salary scale only, Patrol Officer grades are defined as follows:

a. For all members of the bargaining unit hired prior to September 1, 2001:

- **Third Grade Patrol Officers** are Patrol Officers upon appointment through the completion of their twelfth (12<sup>th</sup>) month of employment;
- **Second Grade Patrol Officers** are Patrol Officers between their thirteenth (13<sup>th</sup>) month of employment and the completion of their eighteenth (18<sup>th</sup>) month of employment; and
- **First Grade Patrol Officers** are Patrol Officers after the completion of their eighteenth (18<sup>th</sup>) month of employment.



b. For all members of the bargaining unit hired on or after September 1, 2001:

- *Third Grade Patrol Officers* are Patrol Officers upon appointment through the completion of their eighteenth (18<sup>th</sup>) month of employment;
- *Second Grade Patrol Officers* are Patrol Officers between their nineteenth (19<sup>th</sup>) month of employment and the completion of their thirtieth (30<sup>th</sup>) month of employment; and
- *First Grade Patrol Officers* are Patrol Officers after the completion of their thirtieth (30<sup>th</sup>) month of employment.

**B. Night Relief Salary Increment.**

For purposes of this Subsection (B), a member of the bargaining unit shall be considered a member of the "night reliefs" who is thereby eligible to receive the "night relief salary increment" described below, if said member works at least **four (4)** full tours of duty (i.e. shifts) in between the hours of 3:00 P.M. and 8:00 A.M. in a regular work week (i.e. in either a four (4) day on and two (2) day off schedule or a five (5) day on and two (2) day off schedule).

All members of the bargaining unit who have served less than one (1) full year on the Department and who are members of the night reliefs shall receive as salary an additional \$13.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.

Effective as of the date of the final ratification of this Agreement, all members of the bargaining unit who have served more than one (1) full year but less than five (5) full years on the Department and who are members of the night reliefs shall receive as salary an additional \$40.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.

All members of the bargaining unit who have served more than five (5) full years on the Department and who are members of the night reliefs shall receive as salary an additional \$75.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay.

**C. Other Salary Increments.**

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

All members in the K-9 Bureau shall receive in addition to the above scheduled wages, nine (9%) percent additional compensation for the care provided for K-9 dogs.

All members in the BCI, Detective Bureau and Youth Bureau shall receive in addition to the above scheduled wages, twelve (12%) percent additional compensation (see the Salary Chart for the weekly Salary levels).

Any member of the bargaining unit who is either transferred or detailed into one of the foregoing nine (9%) percent or twelve (12%) percent bureaus or divisions, and who has not taken a promotional examination for said bureau and/or division, shall, upon completion of his transfer or detail, return to his regular rate of pay within that bureau or division from which he was originally transferred and/or detailed. Any member of the bargaining unit who is promoted and/or transferred out of one of the foregoing nine (9%) percent or twelve (12%) percent bureaus or divisions shall lose the nine (9%) percent or twelve (12%) percent compensation.

The City shall institute a bi-weekly pay schedule.

**Section 2 - EDUCATIONAL BENEFITS**

Members of the bargaining unit shall be entitled to all benefits provided under Section 42-28.1-5 of the General Laws, as amended (entitled "Eligible Expenses") regarding the City's reimbursement of eligible education expenses; subject however to the following Educational Benefit Tuition reimbursement "eligible expense" parameters as have been agreed upon by the parties:

- Members of the bargaining unit shall be permitted to attend any State of Rhode Island College/University (which includes the University of Rhode Island [URI], the Community College of Rhode Island [CCRI], and Rhode Island College [RIC]) and Roger Williams University (RWU) with no Tuition Reimbursement maximum caps on payments required to be made by the City.
- Effective as of 7/1/16 and thereafter, Tuition reimbursement or payments by the City for members of the bargaining unit who attend any Colleges/Universities other than URI, CCRI, RIC, and RWU, shall be capped at the then-highest Tuition amount (as of that educational year) from among URI, CCRI, RIC, and RWU. However, effective as of the date of final ratification of this Collective Bargaining Agreement, the Tuition reimbursement maximum caps described above shall not be applicable to any members who are then-currently enrolled in any College/University (Grandfather clause).

All such reimbursable "eligible expense" amounts payable hereunder shall be billed to the City and shall be payable directly by the City to the educational institution concerned within ninety (90) days from the date of billing.

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

### **Section 3 - LONGEVITY**

The following schedule shall apply for members hired on or before June 30, 1998:

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 5th year	0%
6th through 10th year	8%
11th through 15th year	9%
16th through 20th year	10%
21st year and over	11%

The following schedule shall apply for members hired on or after July 1, 1998 and before September 1, 2016:

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 5th year	0%
6th through 10th year	7%
11th through 15th year	8%
16th through 20th year	9%
21st year and over	10%

The following schedule shall apply for members hired on or after September 1, 2016:

<u>Years of Service as of July 1</u>	<u>Percentage Annual Salary</u>
0 through 5th year	0%
6th through 10th year	4%
11th through 15th year	5%
16th through 20th year	6%
21st year and over	7%

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

Said longevity payment shall be determined as of July 1, and not thereafter. Effective July 1, 1998, a member must have completed his/her fifth (5th), tenth (10th), fifteenth (15th), or twentieth (20th) year of service in order to be eligible to receive the respective increases in longevity as of July 1.

## **ARTICLE XIV**

### **Section 1 - GRIEVANCE DEFINED**

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

- (a) A member of the bargaining unit has been treated unfairly in connection with any violation of this Agreement.
- (b) There has been a violation, misinterpretation or misapplication of the provisions of this Agreement or a violation of any established policy or practice.
- (c) A member's health, safety, or liability is jeopardized by a condition which is possible to correct.

### **Section 2 - GRIEVANCE PROCEDURE**

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

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

B. The Chief of Police or his designee shall meet with the President of Providence Lodge #3 or his designee within three (3) working days of receipt of a request from said officer of Providence Lodge #3 which must be made at time of filing unless otherwise mutually agreed. If either party feels it is necessary, the member or members involved in the grievance shall be ordered to appear before the Chief of the Department or his designee and the President of

Providence Lodge #3 or his designee for the purpose of testifying on the grievance. Within five (5) days (unless otherwise agreed) of the first meeting between the Chief of the Department or his designee and the President of Providence Lodge #3 or his designee, the Chief shall render his decision, in writing, a copy of the same to be delivered to the President of Lodge #3 or his designee.

C. If the decision of the Chief of the Department is not acceptable to Providence Lodge #3, said lodge may request an assignment of an arbitrator by the American Arbitration Association or any other certified arbitration association as agreed upon by the parties in writing.

The decision handed down by this arbitrator shall be submitted to the Commissioner of Public Safety and the Chief of Police and shall be binding in nature in all matters except that the grievance procedures shall not be permitted with respect to matters pertaining to discipline except as to Article II, Section 2 hereof.

Fees and necessary expenses of the neutral arbitrator only shall be borne by the non-prevailing party unless otherwise mutually agreed in writing.

In addition to the foregoing grievance procedure, Providence Lodge #3 shall have the right to initiate a grievance as a grievant on its own behalf by filing same in writing with the Chief of Police. In such event, the grievance shall be processed in accordance with the provisions of Steps B and C above.

The parties hereto agree that Providence Lodge #3 shall have the right to designate a member who shall handle all grievances under this Agreement and who may act on behalf of any member of the bargaining unit. The City further agrees that such member shall work the same tour of duty as the Commissioner of Public Safety and the Chief of the Police Department. The Executive Board of Providence Lodge #3 shall be guaranteed sufficient time off during working hours to settle grievances without loss of pay.

If a grievance is not filed with the Chief of Police by Providence Lodge #3 within sixty (60) days of the date of the event giving rise to the grievance or grievant's knowledge thereof, or if the Providence Lodge #3 fails to file a demand for arbitration under the rules of the American Arbitration Association or any other certified arbitration association as agreed upon by the parties

in writing within forty-five (45) days of an unacceptable decision of the Chief of the Department ("C" above), the grievance shall be deemed to have been waived.

The arbitrator shall have no authority to add to, detract from, modify or disregard any of the provisions of this Agreement.

### **Section 3 - EXPEDITED GRIEVANCE PROCEDURE**

Grievances of members of the bargaining unit arising under Article IV, Section 3(B)(1), Article IV, Section 3(C)(1), or Article IV, Section 3(C)(2) of this Agreement shall be handled in accordance with the following "Expedited Grievance Procedure", and shall not be handled in accordance with the grievance procedure set forth in Section 2 of this Article:

A. If, after attending a Departmental promotional examination review session, a member of the bargaining unit disputes the correction of a promotional examination question, said member shall submit to the Chief of the Department, or his designee, a written explanation of said dispute within one (1) week from the date of the review session. The member shall also submit a copy of said grievance to the Union. The written explanation shall set forth the member's reasoning for disputing the question, and shall cite any applicable source material supporting the member's dispute.

B. The Department shall submit the grievance to the developer of the examination within three (3) business days from the date of the receipt of the grievance from the member.

C. The developer shall issue a written decision within four (4) business days from the date of the receipt of the grievance from the Department. Upon the receipt of any written or verbal communication and/or decision from the examination developer regarding the grievance, the Department shall immediately notify the Union of the communication and its contents, and if said communication was in writing the Department shall immediately provide a copy to the Union. The decision of the examination developer shall be final and binding upon all parties.

D. For purposes of grievances arising under Article IV, Section 3(C)(2) of this Agreement, if a member of the bargaining unit disputes the evaluation and/or scoring of an oral examination, any grievance must be filed in accordance with the procedures set forth in

Subsections (A), (B), and (C) of this Section above, except that the grievance must set forth in writing the specific reason(s) why the member believes that he/she has been aggrieved by the oral evaluation process; must be filed within one (1) week of the receipt of the written analyses from the members of the oral evaluation board; and the "oral evaluation board" shall take the place of the "developer of the examination" in deciding the grievance. The decision of the oral evaluation board regarding the grievance shall be final and binding upon all parties.

#### **Section 4 - LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS**

The City hereby acknowledges and agrees to implement and follow all of the terms and provisions of the Law Enforcement Officers' Bill of Rights, Title 42, Chapter 28.6 of the Rhode Island General Laws.

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

#### **Section 5 – DEPARTMENTAL ADMINISTRATIVE DUTY**

The Department may place a member of the bargaining unit on so-called "administrative duty" within the confines of the Police Department's Headquarters, to be served on any tour of duty notwithstanding the member's regular tour of duty, for the following reasons:

- A. In the event of a state, federal, and/or Departmental investigation involving the member's use of deadly force during the performance of his/her duties as a police officer; and/or
- B. In the event that the member is under investigation pursuant to, or the Department has recommended disciplinary action against the member pursuant to the Rhode Island Law Enforcement Officers' Bill of Rights, subject to a hearing thereunder; and/or



C. Any other reason determined by the Chief of Police to necessitate administrative duty.

In the event the Department places a member on administrative duty for one (1) of the reasons set forth above, said member shall not be entitled to request, receive, accept, or work any private duty detail under Article XVI of this Agreement until said investigation and/or the Bill of Rights process has concluded. Members who are charged under the Bill of Rights, and who subsequently are found wholly or partially not guilty and have any recommended disciplinary action wholly or partially rescinded after completion of the Bill of Rights process (through settlement or full hearing), shall be entitled to receive as part of any resulting reimbursement of lost salary and/or benefits, a sum of private duty detail pay equal to the sum received by said member for private duty details worked by the him/her during the period of time prior to the commencement of administrative duty which period was equal in duration to the period of time during which the administrative duty lasted and during which period the member was eligible to work private duty details.

**For Example:**

If due to a Bill of Rights investigation and/or hearing a member is placed on administrative duty for a period of four (4) months from May 1 through August 31, he/she earns no private duty detail pay for that period. If the member succeeds in the Bill of Rights process and is reimbursed with lost benefits, he/she will be entitled to receive a sum of private duty detail pay which is equivalent to the sum of private duty detail pay he/she earned during the immediately preceding four months that said member was eligible to work private duty details. (i.e., if the member was eligible to work details from January 1 through April 30 then those four (4) months shall be used.)

## ARTICLE XV

### Section 1 - BLUE CROSS AND PHYSICIANS' SERVICE - ACTIVE MEMBERS

A. *Members Hired on or before June 30, 1998.* For all members of the bargaining unit hired on or before June 30, 1998, the City agrees to assume, under a managed benefits program, the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present semi-private plan and family coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100 or in the Rhode Island Group Health Association Plan with the following riders:

1. Major Medical -- \$100 deductible;  
One Million Dollar maximum;  
100% reimbursement after \$2,000 of medical bills in each calendar year per person
2. Mental Health Rider
3. Alcohol Rider
4. Chiropractic Rider
5. Prescription Drug Rider (See Section 3 below for a description of the Blue Cross Prescription Drug Rider provision applicable to this Health Care Plan)
6. Vision Care Rider
7. Medical Emergency Rider
8. Full Time Student to 25 Rider
9. Delta Dental--Levels 1, 2, 3 and 4

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

A detailed list of the health care benefits provided under this Section 1(A) is attached hereto as **Exhibit "C"** and incorporated herein by reference.

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

The City shall have the right to change health benefit providers during the term of this Agreement so long as all covered benefits identified herein are offered by the new provider.

B. The City agrees to add City Blue Coast to Coast health care ("Coast to Coast" shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), either individual or family coverage, as an option to the list of current medical providers for active members who were hired on or before June 30, 1998. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan). Such members may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to active members. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to active members who were hired on or before June 30, 1998, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

C. **Members Hired on or after July 1, 1998.** All members of the bargaining unit who were hired on or after July 1, 1998 shall receive City Blue Coast to Coast health care ("Coast to Coast shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), either individual or family coverage, with Prescription Plan. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).

A detailed list of the health care benefits provided under Section 1(B) and 1(C) above (i.e., City Blue Coast to Coast) is attached hereto as **Exhibit "D"** and incorporated herein by reference.

D. Notwithstanding Section 1, Subsections (A) through (C) above and Section 3 below, effective as of June 30, 2007, all members of the bargaining unit shall receive **Blue Cross Blue Shield HealthMate Coast to Coast** for individual or family coverage (whichever is applicable), as provided by the City, as their health insurance plan, which plan shall provide the following health insurance benefits to the members of the bargaining unit, among other benefits:

- **Prescription Coverage:**

- Prior to March 1, 2021, \$5/\$25/\$40 Co-payment Format (based upon the *Blue Cross Blue Shield* formulary list), with an annual employee Co-payment Cap of \$600 (i.e., Prescription Co-payments over and above \$600 in any year must be paid by the City).

- Effective as of March 1, 2021, \$10/\$30/\$45 Co-payment Format (based upon the *Blue Cross Blue Shield* formulary list), with an annual employee Co-payment Cap of \$600 (i.e., Prescription Co-payments over and above \$600 in any year must be paid by the City).

- **Step Therapy.** However, a Member's physician may override the Step Therapy process.

- **Maintenance Choice.**

- **Physician Visit:**

- \$15 Co-payment

- **Specialist Visit:**

\*i.e., Dermatologist, Allergist,  
Other Specialists

- Prior to March 1, 2021, \$20 Co-payment
- Effective as of March 1, 2021, \$30 Co-payment

- **Urgent Care Visit:**

- Prior to March 1, 2021, \$20 Co-payment
- Effective as of March 1, 2021, \$50 Co-payment

- **Hospital Emergency Room Visit:**

\$100 Co-payment  
\* waived if admitted.

- **Hospital Visit Inpatient/Outpatient  
Out-of-Network Deductible:**

\$200 per use with annual caps of  
\$200/individual and \$600/family

These and the other health insurance benefits provided through said **Blue Cross Blue Shield HealthMate Coast to Coast** health insurance plan are set forth in the list that is attached hereto as Exhibit "D" and incorporated herein by reference.

Effective as of June 30, 2007 **Blue Cross Blue Shield Classic Blue** shall no longer be available as a health insurance plan option.

The City shall have the right to change the health insurance benefits provider during the term of this Agreement so long as all of the **Blue Cross Blue Shield HealthMate Coast to Coast**

health insurance plan covered benefits identified herein and in **Exhibit "D"** are provided by the new provider.

Effective as of June 30, 2007, this Subsection (D) shall supersede Section 1, Subsections (A) through (C) above and Section 3 below, and for all intents and purposes Section 1, Subsections (A) through (C) and Section 3 shall no longer be applicable.

E. **Active Members' Health Insurance Contribution (Co-Share) Payments.** Each member of the bargaining unit receiving the Healthcare Coverage provided under this Agreement shall be required to pay a Health Insurance Contribution Payment as follows, depending on the Healthcare "Plan Category" under which the member is covered:

<u>Plan Category:</u>	<u>6/30/19</u> <u>(prior CBA):</u>	<u>7/1/19:</u> *Not Retroactive	<u>7/1/20:</u> *Not Retroactive *AS OF 3/1/21	<u>7/1/21:</u>	<u>7/1/22:</u>
- Individual:	\$1,242/year \$23.88/week	\$1,366/year \$26.27/week	\$1,612/year \$31.00/week	\$1,677/year \$32.25/week	\$1,677/year \$32.25/week
- Family:	\$2,866/year \$55.12/week	\$3,415/year \$65.67/week	\$3,995/year \$76.83/week	\$4,000/year \$76.92/week	\$4,000/year \$76.92/week
- Individual + Spouse:	\$2,866/year \$55.12/week	\$2,732/year \$52.54/week	\$3,224/year \$62.00/week	\$3,353/year \$64.48/week	\$3,353/year \$64.48/week
- Individual + Children:	\$2,866/year \$55.12/week	\$2,391/year \$45.98/week	\$2,821/year \$54.25/week	\$2,934/year \$56.42/week	\$2,934/year \$56.42/week

The increases and changes in the Health Insurance Contribution Payments amounts in effect under this July 1, 2019 through June 30, 2023 Agreement are not retroactive under this Agreement, and the increases and changes in said Health Insurance Contribution Payments amounts for the 7/1/20-6/30/21 Contract Year shall only be effective as of March 1, 2021 (i.e. the "Individual + Spouse" and "Individual + Children" categories are new categories implemented as of March 1, 2020, and members in said categories were previously in the "Family" category), so the following Chart shows the actual **"In Effect"** Health Insurance Contribution Payments amounts under this

Agreement:

<u>Plan Category:</u>	<u>6/30/19</u> (prior CBA):	<u>7/1/19:</u>	<u>3/1/21:</u>	<u>7/1/21:</u>	<u>7/1/22:</u>
- Individual:	\$1,242/year \$23.88/week	\$1,242/year \$23.88/week	\$1,612/year \$31.00/week	\$1,677/year \$32.25/week	\$1,677/year \$32.25/week
- Family:	\$2,866/year \$55.12/week	\$2,866/year \$55.12/week	\$3,995/year \$76.83/week	\$4,000/year \$76.92/week	\$4,000/year \$76.92/week
- Individual + Spouse:	\$2,866/year \$55.12/week	\$2,866/year \$55.12/week	\$3,224/year \$62.00/week	\$3,353/year \$64.48/week	\$3,353/year \$64.48/week
- Individual + Children:	\$2,866/year \$55.12/week	\$2,866/year \$55.12/week	\$2,821/year \$54.25/week	\$2,934/year \$56.42/week	\$2,934/year \$56.42/week

Such contribution payments shall be made through bi-weekly payroll deductions on a “pre-tax” basis.

F. **Coordination of Active Members’ Spousal Healthcare Benefits.** The City’s obligation to provide healthcare coverage to a specific member’s eligible spouse shall be suspended in the event that the spouse is eligible for medical insurance under any healthcare plan which is equivalent in all aspects of coverage and cost to the City Plan. If said spouse’s other available healthcare plan coverage is not equivalent to the City Plan or if the plan’s cost exceeds the cost of the City Plan, then the City shall have the option of: (a) providing payment to the member to make the cost equal, (b) and/or providing only such coverage as to make the plans equivalent, or (c) maintaining the City Plan for the spouse. At the request of the City, the member shall be obligated to provide proof that his or her spouse is not eligible to receive healthcare coverage from another source or that such coverage is not otherwise equivalent coverage pursuant to this agreement. Should the spouse lose the alternate coverage from an alternate source, the City shall restore spousal healthcare coverage on the first day of the month after notice has been received. The aforementioned healthcare coordination of benefits for Active Members’ spousal coverage will not reduce the members’ Healthcare benefits or increase the co-payments/co-shares

or costs paid by members or their spouses if such spouses become covered by another healthcare plan through coverage and benefits. Members' spouses will no longer be eligible to decline healthcare benefits in return for the receipt of "buy-back" stipends however.

G. **Incorporation of the December 11, 2012 Consent Judgment by and between the FOP and the City.** The terms and conditions of the Consent Judgment in the action *The City of Providence v. Providence Lodge No. 3, Fraternal Order of Police* in the Rhode Island Superior Court for Providence County, CA No.: 13-0004, specifically those terms and conditions discussing the Medicare Ordinance applicable to this Article of the Agreement, are hereby incorporated as if fully set forth herein. A complete copy of the Consent Judgment, including the terms and conditions which discuss the Medicare Ordinance requirements, is attached hereto as **Exhibit "F"**, and incorporated herein by reference.

In the event of a breach of the Consent Judgment, any disputes between the City and the FOP shall be resolved by binding arbitration pursuant to the Grievance Arbitration provisions set forth in Article XIV of this Agreement.

## **Section 2 - BLUE CROSS AND PHYSICIANS' SERVICE - RETIREES**

A. For all retired members of the bargaining unit who were hired on or before June 30, 1998, the City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present semi-private plan and family coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100, or Rhode Island Group Health Association Plan with riders for Alcoholism, Mental Health, and Prescription Drugs. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan).

A detailed list of the health care benefits provided under this Section 2(A) is attached hereto as **Exhibit "C"** and incorporated herein by reference.

Members of the bargaining unit who retire on or after July 1, 1992 shall receive the same

benefits as set forth in the preceding paragraph with the following exceptions: (a) the managed benefits program may be implemented; (b) the major medical deductible may be increased from \$50.00 to \$100.00; (c) the City shall have the right to change health benefit providers so long as all covered benefits identified herein are offered by the new provider.

The City's obligation to provide retiree healthcare coverage to a specific retiree shall be suspended in the event that the retiree and/or spouse is eligible for medical insurance under any healthcare plan, including but not limited to that made available through the retiree's spouse, providing that the said plan is equivalent in all aspects of coverage and cost to the City Plan. If coverage is not equivalent to the City Plan or if the plan's cost exceeds the cost to the retiree of the City Plan, then the City shall have the option of providing payment to make the cost equal and/or providing only such coverage as to make the plans equivalent or maintaining the City Plan for the retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the City, the retiree shall be obligated to provide proof that he or she is not eligible to receive healthcare coverage from another source or that coverage is not otherwise equivalent coverage pursuant to this agreement. Should a retiree subsequent to retirement, whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the City shall restore coverage on the first day of the month after notice has been received under the same terms as those that existed at the retiree's date of retirement.

B. The City agrees to add City Blue Coast to Coast health care ("Coast to Coast shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), either individual or family coverage, as an option to the list of current medical providers for retired members who were hired on or before June 30, 1998. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan). Retirees may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to retired members. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to retired



members who were hired on or before June 30, 1998, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

The health care coverage/plan(s) referenced in this Subsection (B) shall be the same coverage/plan(s) which were in effect when said retired member was an active employee.

C. All members of the bargaining unit who were hired on or after July 1, 1998, and who retire either on regular or disability retirement, shall receive City Blue Coast to Coast health care ("Coast to Coast shall be acceptable provided that and to the extent that the "Coast to Coast" version of City Blue provides at least an identical level of health care coverage in all aspects as City Blue without "Coast to Coast"), for individual coverage only. (See Section 3 below for a description of the Blue Cross Prescription Drug provision applicable to this Health Care Plan). Retired members will be allowed to purchase, at the retired member's expense, spousal coverage at the City's rate, and the City will agree to pay any rate increase over and above the cost of the spousal portion in all years after the member completes one year of retirement.

The health care coverage/plan(s) referenced in this Subsection (C) shall be the same coverage/plan(s) which were in effect when said retired member was an active employee. Furthermore, the spouse of any retired member covered under this Subsection (C) who dies shall receive from the City the health care coverage (individual coverage only) that was provided by the City to said retired member prior to his/her death.

D. Notwithstanding Section 2, Subsections (A) through (C) above and Section 3 below, effective as of June 30, 2007, all members of the bargaining unit who retire on or after June 30, 2007 shall receive **Blue Cross Blue Shield HealthMate Coast to Coast** for individual or family coverage (whichever is applicable; and except for those members hired on or after July 1, 1998, as explained further in Subsection (C) above and in this Subsection (D)), as provided by the City, as their Retired-Member health insurance plan, which plan shall provide the following health insurance benefits to said Retired Members, among other benefits:

- **Prescription Coverage:**

- For all members who retired prior to June 30, 2007, Prescription Coverage Benefits were provided pursuant to the applicable Collective Bargaining Agreement under which said member retired.

- For all members who retired in between June 30, 2007 and March 25, 2008, a \$10/\$15 Co-payment Format, with an annual Co-payment Cap of \$600 (i.e., Prescription Co-payments over and above \$600 in any year must be paid by the City).

- For all members who retire on or after March 25, 2008 (i.e., sixty [60] days from the date of the Arbitration Award giving rise to the July 1, 2006 through June 30, 2007 Collective Bargaining Agreement), the \$10/\$15 Co-payment Format was changed to a \$5/\$25/\$40 Co-payment Format (based upon the *Blue Cross Blue Shield* formulary list), with an annual Co-payment Cap of \$600 (i.e. Prescription Co-payments over and above \$600 in any year must be paid by the City).

- **Physician Visit:**

\$15 Co-payment

- **Specialist Visit:**

\$20 Co-payment

\*i.e., Dermatologist, Allergist, Other Specialists

- **Hospital Emergency Room Visit:**

\$100 Co-payment

\* waived if admitted.

- **Hospital Visit Inpatient/Outpatient Out-of-Network Deductible:**

\$200 per use with annual caps of \$200/individual and \$600/family

These and the other health insurance benefits provided through said *Blue Cross Blue Shield HealthMate Coast to Coast* health insurance plan to said Retired Members are set forth in the list that is attached hereto as **Exhibit "D"** and incorporated herein by reference.

All members of the bargaining unit who were hired on or after July 1, 1998, and who retire either on regular or disability retirement, shall receive the above-described *Blue Cross Blue Shield HealthMate Coast to Coast* health insurance plan for individual coverage only. Said Retired Members will be allowed to purchase, at the Retired Member's expense, spousal coverage at the City's rate, and the City will agree to pay any rate increase over and above the cost of the spousal portion in all years after the member completes one year of retirement.

Effective as of June 30, 2007 *Blue Cross Blue Shield Classic Blue* shall no longer be available as a Retired-Member health insurance plan option.

The spouse of any Retired Member covered under this Subsection (D) who dies shall receive from the City the health care coverage (individual coverage only) that was provided by the City to said Retired Member prior to his/her death.

Should any Retired Member or member of his/her family become eligible for medical insurance under Blue Cross or any other plan, then the City will be obligated to furnish only excess coverage so that said Retired Member and/or his/her family will have the equivalent coverage as that provided under the *Blue Cross Blue Shield HealthMate Coast to Coast* health insurance plan as set forth above in this Subsection (D). Should the Retired Member and/or member of his/her family subsequently lose said alternate coverage then the City will pick up the full cost of coverage under this section, either individual or family coverage (whichever is applicable as explained further in Subsection (C) above and in this Subsection (D)).

Effective as of June 30, 2007, this Section 2, Subsection (D) shall supersede Section 2, Subsections (A) through (C) above and Section 3 below, and for all intents and purposes Section 2, Subsections (A) through (C) and Section 3 shall no longer be applicable.

E. *Retired Members' Health Insurance Contribution (Co-Share) Payments.*

- All members who retired in between March 25, 2008 (i.e. sixty [60] days from the date of the Arbitration Award giving rise to the July 1, 2006 through June 30, 2007 Collective Bargaining Agreement) and June 30, 2016, who are receiving the retiree healthcare coverage provided under this Agreement, shall be required to pay a Retiree Health Insurance Contribution Payment in the amount of either \$600.00 per year ( \$11.54 per week) for an Individual health insurance plan or \$1,200.00 per year ( \$23.08 per week) for a Family health insurance plan.
- All members who retire on or after July 1, 2016 and through June 30, 2017, who are receiving the retiree healthcare coverage provided under this Agreement, shall be required to pay a Retiree Health Insurance Contribution Payment in the amount of either \$650.00 per year (\$12.50 per week) for an Individual health insurance plan or \$1,300.00 per year (\$25.00 per week) for a Family health insurance plan. Payment of this Health Insurance Contribution amount shall be retroactive to July 1, 2016.
- All members who retire on or after July 1, 2017 and through June 30, 2018, who are receiving the retiree healthcare coverage provided under this Agreement, shall be required to pay a Retiree Health Insurance Contribution Payment in the amount of either \$750.00 per year (\$14.42 per week) for an Individual health insurance plan or \$1,450.00 per year (\$27.88 per week) for a Family health insurance plan.
- All members who retire on or after July 1, 2018 and through the date of the final ratification of this July 1, 2019 - June 30, 2023 Agreement, who are receiving the retiree healthcare coverage provided under this Agreement, shall be required to pay a Retiree Health Insurance Contribution Payment in the amount of either \$850.00 per year (\$16.35 per week) for an Individual health insurance plan or \$1,600.00 per year (\$30.77 per week) for a Family health insurance plan.
- All members who retire on or after the date of the final ratification of this July 1, 2019 - June 30, 2023 Agreement and through June 30, 2021, who are receiving the retiree healthcare coverage provided under this Agreement, shall be required to pay a Retiree Health Insurance Contribution Payment in the amount of either \$1,050.00 per year (\$87.50 per month) for an Individual health insurance plan or \$1,900.00 per year (\$158.33 per month) for a Family health

insurance plan.

- All members who retire on or after July 1, 2021 and through June 30, 2023, who are receiving the retiree healthcare coverage provided under this Agreement, shall be required to pay a Retiree Health Insurance Contribution Payment in the amount of either \$1,225.00 per year (\$102.08 per month) for an Individual health insurance plan or \$2,125.00 per year (\$177.08 per month) for a Family health insurance plan.

Such contribution payments shall be made weekly and, if permitted by applicable law, on a "pre-tax" basis.

F. ***Incorporation of the December 11, 2012 Consent Judgment by and between the FOP and the City.*** The terms and conditions of the Consent Judgment in the action *The City of Providence v. Providence Lodge No. 3, Fraternal Order of Police* in the Rhode Island Superior Court for Providence County, CA No.: 13-0004, specifically those terms and conditions discussing the Medicare Ordinance applicable to this Article of the Agreement, are hereby incorporated as if fully set forth herein. A complete copy of the Consent Judgment, including the terms and conditions which discuss the Medicare Ordinance requirements, is attached hereto as **Exhibit "F"**, and incorporated herein by reference.

In the event of a breach of the Consent Judgment, any disputes between the City and the FOP shall be resolved by binding arbitration pursuant to the Grievance Arbitration provisions set forth in Article XIV of this Agreement.

### **Section 3 – BLUE CROSS PRESCRIPTION DRUG PROGRAMS**

Through June 30, 2007, all members of the bargaining unit shall be covered by the Blue Cross Prescription Drug coverage plan/rider that includes a \$5 generic drug / \$10 non-generic drug co-payment plan with an annual employee co-payment cap of \$600, with all co-payments over and above \$600 required to be paid by the City.

Effective as of June 30, 2007, the Prescription Drug coverage shall be as described in Section

1, Subsection (D) and Section 2, Subsection (D) above.

#### **Section 4 - DELTA DENTAL BENEFITS**

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

Effective as of March 1, 2021, each member of the bargaining unit receiving the Dental Benefits Coverage provided under this Agreement shall be required to pay a Dental Benefits Contribution Payment as follows, depending on the Dental "Plan Category" under which the member is covered:

<u>Plan Category:</u>	<u>6/30/19</u> (prior CBA):	<u>7/1/19:</u>	<u>3/1/21:</u>	<u>7/1/21:</u>	<u>7/1/22:</u>
- Individual:	None	None	\$62/year	\$62/year	\$62/year
	None	None	\$1.19/week	\$1.19/week	\$1.19/week
- Family:	None	None	\$192/year	\$192/year	\$192/year
	None	None	\$3.69/week	\$3.69/week	\$3.69/week

Such contribution payments shall be made through bi-weekly payroll deductions on a "pre-tax" basis.

#### **Section 5 - LIFE INSURANCE**

##### **A. Primary Accidental Death & Dismemberment and Life Insurance Benefits.**

The City shall procure insurance that provides accidental death & dismemberment and life insurance benefits for members of the bargaining unit, subject however to the following terms, conditions, and limitations.

Said insurance shall provide to "eligible members" of the bargaining unit (as the term "eligible members" is defined below) the benefits set forth in the document attached to this Agreement as **Exhibit "E"** and incorporated herein by reference (the "Insurance Benefits Package"), which benefits shall include but not be limited to the following accidental death & dismemberment and life insurance coverage:

i. Accidental death & dismemberment insurance up to the amount of One Hundred Thousand (\$100,000.00) Dollars on the life of any member of the bargaining unit who suffers an accidental death or who sustains an accidental injury involving a physical dismemberment, pursuant to the terms and conditions of the insurance policy, whether or not said accidental death or injury was caused by injuries sustained or illness(es) contracted while in the line of duty; and

ii. Life insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars, on the life of any member of the bargaining unit who dies for any reason, whether or not said death was caused by injuries sustained or illness(es) contracted while in the line of duty.

The term "eligible members" of the bargaining unit, as used in this Subsection (A), shall mean any member of the bargaining unit who, as of October 1, 2001, was employed by the City and actively working on a regular basis in any position or in any status. "Ineligible members" of the bargaining unit (i.e. all members who, as of October 1, 2001, were not "eligible members") shall be eligible only for the receipt of the "Secondary (Replacement) Life Insurance Benefits" described below in Subsection (B) of this Section 5; provided however, that upon any "ineligible member's" return to "eligible member" status, said member shall immediately become eligible for the receipt of the "Primary Accidental Death & Dismemberment and Life Insurance Benefits" described in this Subsection (A) of this Section 5.

**B. Secondary (Replacement) Life Insurance Benefits.**

For "ineligible members" of the bargaining unit (as described above in Subsection (A) of this Section 5), for all other members of the bargaining unit who are denied benefits under Subsection (A) of this Section 5, and/or in the event the "Primary Accidental Death & Dismemberment and Life Insurance Benefits" insurance described above in Subsection (A) of this Section 5 should cease and/or terminate for any reason (including in the event the City decides to cancel said insurance), the City shall be required to pay for the following life insurance benefits for all members of the bargaining unit:

i. Life insurance in the amount of Fifty Thousand (\$50,000) Dollars, or the equivalent, on the life of any member of the bargaining unit who dies for any reason not caused by injuries sustained or illness(es) contracted while in the line of duty; and

ii. Life insurance in the amount of One Hundred Thousand (\$100,000.00) Dollars, or the equivalent, on the life of any member of the bargaining unit who dies for any reason caused by injuries sustained or illness(es) contracted while in the line of duty."

C. In no event shall any member of the bargaining unit be entitled to the receipt of benefits from both the "Primary Accidental Death & Dismemberment and Life Insurance Benefits" described in Subsection (A) of this Section 5 and the "Secondary (Replacement) Life Insurance Benefits" described in Subsection (B) of this Section 5.

#### **Section 6 - PROFESSIONAL LIABILITY INSURANCE**

The City shall provide for each member of the bargaining unit professional liability insurance coverage in the amount of Five Hundred Thousand (\$500,000) Dollars coverage (or equivalent), no deductible. Such professional liability insurance coverage shall specifically include coverage for any and all claims and/or lawsuits filed against members of the bargaining unit under the City's so-called *Providence Community-Police Relations Act* ("PCPRA"), as said City Ordinance may be enacted, amended and/or re-named.

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

#### **Section 7 - LEGAL ASSISTANCE FUND**

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

The City shall also contribute to a supplemental legal services fund established by Providence Lodge #3 to supplement the above-referenced legal coverage at a cost of Seventy-Five



Thousand (\$75,000.00) Dollars per year. Said fund shall be payable within twenty (20) days of the signing of this Agreement. Providence Lodge #3 agrees that the above-referenced legal service coverage shall not be used by a member who may become involved in a legal dispute with the City.

#### **Section 8 - EMPLOYEE ASSISTANCE PROGRAM TRUST FUND**

The City shall contribute \$5,000 per year to the *Providence Fraternal Order of Police, Lodge #3 Employee Assistance Program Trust Fund*, which funds shall be used for the training of the administrators of the Program and for assistance to members enrolled in the program. Said funds shall be payable on the first day of July in each calendar year.

The Union agrees that prior to the receipt of the first payment of the \$5,000 sum it shall submit to the City a Trust Document that establishes the EAP Trust Fund.

#### **Section 9 – OTHER POST-EMPLOYMENT BENEFITS (“OPEB”) CONTRIBUTIONS**

Effective as of July 1, 2021, each member of the bargaining unit shall be required to pay an “Other Post-Employment Benefits” (“OPEB”) Contribution Payment, as follows:

7/1/19:           None.

7/1/20:           None.

7/1/21:           \$200.00/year (\$3.85/week) per Member.

7/1/22:           \$200.00/year (\$3.85/week) per Member.

Such contribution payments shall be made through bi-weekly payroll deductions.

## **ARTICLE XVI**

### **Section 1 - DETAIL LISTS AND DETAIL PAY**

In order for any member of the bargaining unit to be eligible to work a Detail under this Article, he/she must be listed on one of the "Detail Lists" described in this Section 1, in accordance with his/her eligibility to be on such Detail List. Details are defined as the performance of police-related duties, such as security and traffic control, which are performed by a sworn member of the Police Department during his/her off-duty time outside of the normal police duties performed during his/her "normal" work schedule, overtime assignments, call-back assignments, or similar types of duty. Details are paid by the person or entity requesting the work, including a City entity, and include requests from outside contractors for certain police services, as well as requests by City entities for certain police services which are in addition to those services provided for the City by the regular work complement.

#### **A. Uniform Division Detail List.**

There shall be maintained by the Police Department a "Uniform Division Detail List" that shall be made up of all members of the bargaining unit (i.e., officers in the ranks of captain and below) who serve within the Uniform Division of the Police Department and who are eligible to remain on the Uniform Division Detail List. Provided however, members who are transferred, detailed, or assigned out of the Uniform Division shall not be considered on the Uniform Division Detail List during the period of said transfer, detail, or assignment. Any member on the Uniform Division Detail List who wishes to voluntarily remove his/her name from said list, for any period of time, may do so by submitting a written request to the Detail Office, which request shall be granted. Any member of the Department who removes his/her name from said list (i.e., any member who does not want to be on the assigned list) will not be eligible to be assigned any details from the list for the period of time that he/she has been removed from the list, except however for emergency details only.

The Uniform Division Detail List shall be assigned in alphabetical order and organized according to the following Patrol Bureau groups/groups off and hours, in the ranks of Patrolman, Sergeant, Lieutenant, and Captain:

A Group Days	B Group Days	C Group Days
A Group Out First	B Group Out First	C Group Out First
A Group Out Last	B Group Out Last	C Group Out Last

For purposes of this Article, all members on the Uniform Division Detail List shall be assigned to one (1) of the above-described Groups, notwithstanding whether or not said member is actually a member of said Group for other Departmental reasons.

However, any members of the bargaining unit in the ranks of Patrolman, Sergeant, Lieutenant, and Captain who are working a "5 and 2" 40-Hour Schedule and thus are not regularly assigned to a Patrol Group (i.e., Group A, B, C), shall be required to "join" a Group in order to be eligible to be placed on the Detail Assignment List and work Details. However, such members of the bargaining unit in the ranks of Patrolman, Sergeant, Lieutenant, and Captain who are working a "5 and 2" 40-Hour Schedule shall not be involuntarily assigned Details on their regularly scheduled days off and thus required to work such Details or be suspended from the Detail List, but may opt to accept such Detail assignments.

Sergeants, Lieutenants and Captains may be assigned private duty details in any rank as part of their detail assignment rotation on a Detail List, meaning that a detail assignment in any rank shall count as his/her turn in a Detail List rotation. All "plainclothes" details shall first be offered to any eligible and available Detectives, and then to any eligible and available Patrolmen, before being offered to any Sergeants, Lieutenants or Captains.

All members of the Department must possess an up-to-date valid Rhode Island State Work Zone Safety Identification Card in order to be eligible to work any detail assignments.

**B. Supplemental Non-Uniform Division Detail List.**

There shall also be maintained by the Department a "Supplemental Non-Uniform Division Detail List" made up of all members of the bargaining unit (i.e., officers in the ranks of captain and below) who do not serve within the Uniform Division. For clarification purposes, members who are either suspended from the Uniform Division Detail List or have been voluntarily removed from the Uniform Division Detail List shall not be included on the Non-Uniform Division Detail List. As discussed further below, except for the period of April 1 through November 30 of each year, the Non-Uniform Division Detail List shall be utilized by the Department only after all attempts have been exhausted by the Department, on a daily basis, to fill a private duty detail from the Uniform Division Detail List. Members on the Non-Uniform Division Detail List must comply with any rules and regulations governing details and assignments, including the mandatory Rhode Island State Work Zone Safety Identification Card discussed above. The Department shall supply members on the Non-Uniform Division Detail List with any necessary uniform clothing and equipment.

**C. April 1 through November 30 Merger of the Uniform Division Detail List Supplemental Non-Uniform Division Detail List.**

In between April 1 through November 30 only of each year, the Supplemental Non-Uniform Division Detail List shall be merged with the Uniform Division Detail List for purposes of the assignment of private duty details from said "Uniform/Non-Uniform Merged Detail List" during said April 1 through November 30 period.

The references below to "Detail List" throughout this Article, if not specified as Uniform or Non-Uniform Detail List, refer to each such Detail List equally.

**D. Retired Members Detail List.**

There shall also be maintained by the Department a "Retired Members Detail List", which list shall be made up of Retired Members of the Police Department who are members "in good standing" of the FOP, who have been approved by the Chief of Police for inclusion on the List, who are not retired on any form of Disability Pension, and who are no more than ten (10) years older

than the mandatory retirement age applicable to active members of the Police Department. The Retired Members Detail List shall only be available for use as follows:

- The Retired Members Detail List shall only be utilized during the period of April 1 through November 30 of each year;
- Retired members on the list shall only be eligible to work on construction details and at special event details (i.e., road races, Waterfire, etc.) (the Department shall maintain a list of any Retiree-eligible details);
- Retired members on the list may only be assigned a detail after the "Uniform/Non-Uniform Merged Detail List" has been exhausted in trying to fill a detail, meaning that active members of the bargaining unit shall have preference and the right of first refusal to fill all details;
- Retired members who work a detail shall be paid at the Patrolman's Detail Rate set forth below (i.e., time and one half (1 ½) of the Patrolman's rate of pay, plus an additional \$1.50 per hour);
- Retired members are responsible for the purchase and maintenance of their uniform and equipment, and must comply with the mandatory Rhode Island State Work Zone Safety Identification Card discussed above; and
- Retired members cannot "trade" or "swap" details or give an assigned detail to another retired member or to an active member, meaning that if a retired member is unable to work an assigned detail, he/she must notify the Detail Office and give the detail back to the Office for re-assignment.
- Retired members may only be assigned a detail from the Detail Office, and may not receive a detail from an Active Member via a "trade" or "swap".
- Retired members on the Retired Members Detail List shall be required to adhere to and follow any rules, regulations, requirements, qualification standards, and/or policies governing their right to work details, as set forth by the City of Providence.

#### **E. Private Duty Detail Pay.**

All members of the bargaining unit who are required to report to private duty details, shall be paid at the rate of time and one-half (1½) of his/her regular rate of pay for the position required for said detail (i.e. patrolman rate for a patrolman position, detective rate for a detective position,

sergeant rate for a sergeant position, lieutenant rate for a lieutenant position, captain rate for a captain position), notwithstanding the Department rank of the member working said detail (i.e. a sergeant who works in a patrolman detail position shall be paid at the patrolman rate of pay). The rate of pay for a patrolman position shall be based upon the rate of a First Grade Patrol Officer. Provided however, effective as of February 1, 2013 the City shall raise the charge for police details by \$2.00 per hour, per officer, with \$1.50 thereof going to the officer and \$.50 cents to the City. Moreover, no member may serve in a detail position that is of a rank higher than said member's Department rank (i.e., a Department patrolman cannot work in a detail position that requires a sergeant or above).

All members who are required to report to private duty details shall be granted at least the minimum of four (4) hours pay at the rates set forth above.

No member shall be eligible to work and receive reimbursement for a private duty detail during the hours that said member is receiving payment from the City for any part of a 4-hour court time assignment or any part of a 4-hour call-back assignment (i.e. if a court or call-back assignment lasts only one (1) hour, and the member is paid for the four (4) hour block, the member may not work and be paid for a detail during the remaining three (3) hours of the paid assignment).

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

The payment of all details shall be the responsibility of the City. Detail pays shall be made directly to the police officers who performed the work at said detail and shall be made by the City to said officers within two (2) weeks from the date of the performance of said services. The fact that the City may not be reimbursed by the individual or firm who requested said detail shall have no bearing as to whether or not, or as to when, the member shall be paid for the services he performed.

## **Section 2 - SPECIAL HOLIDAY DETAIL PAY**

Private details on: Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Holy Saturday, and Easter Sunday, shall be compensated for at the rate

of double the regular detail pay rate explained in Section 1(E) above. In determining whether the detail is worked on a particular day or not, the day will be considered to commence at 12:01 o'clock a.m. on the day of the holiday up to 8:00 o'clock a.m. on the day following the holiday.

As illustrative of the foregoing, Christmas Eve will be considered as beginning at 12:01 o'clock a.m. on December 24th and ending 8:00 o'clock a.m. on December 25th.

Christmas Day will be considered as beginning 12:01 o'clock a.m. December 25th and ending December 26th at 8:00 o'clock a.m.

### **Section 3 - ASSIGNMENTS OF DETAILS**

#### **A. The Detail Office; Assignment of Regularly Scheduled Details.**

The Department shall establish and maintain a Detail Office for the administration of private duty details, which office shall be manned and shall operate on the following schedule: Monday through Friday from 7:00 A.M. to 4:00 P.M. The Department's Detail Office shall be under the command of a Detail Officer, who shall be a superior officer assigned by the Chief and who shall have control over the Detail Lists and responsibility for ensuring the proper assignment and operations of details. Notwithstanding under which Departmental Division or Bureau the Detail Office is assigned or located, the Detail Officers shall, by virtue of his/her position, at all times remain a named member of the Uniform Division Detail List.

All regularly scheduled private duty details must be assigned by the Detail Office to members who are listed on the Uniform Division Detail List on a rotating basis. All such private duty detail assignments must be posted in a conspicuous place within the Uniform Division Headquarters (i.e., the Uniform Division Bulletin Board) at least three (3) days prior to the scheduled date of the detail. Upon the request of the President of the FOP, the Detail Officer shall submit to the President a list of all details from the sixty (60) days prior to said request, containing the names of all members who were assigned to details for that period; and furthermore, upon request, the Detail Officer shall submit to the President of Providence Lodge #3 a list of those employees who were paid for each detail for the sixty (60) days prior to said request.

#### **B. Detail Assignment and Replacement Officers.**

Once a member is assigned a detail by the Detail Office, he/she must work said detail. Provided however, a member who has been assigned a Detail may obtain a replacement officer who must be an Active Member (not a Retired Member) of an equal or higher rank than himself/herself who will work the detail assignment, if and only if the Detail Office is properly notified prior to the start of the detail that a replacement officer has been obtained. If the member having the assigned detail cannot obtain a replacement, he/she must work that detail, and is responsible for and obligated to fill it. There shall be no limit on the number of times members may obtain a replacement officer to fill an assigned detail, subject however to the proper notification of the Detail Office and the other terms and conditions set forth in this Article.

Furthermore, once a detail is assigned to a particular officer, any withdrawal by him/her of his/her name from the Detail List will not be effective for that particular assignment, and can only apply to any future assignments.

#### **C. Refusal and Unavailability.**

Notwithstanding the above, there shall only be three (3) acceptable excuses for refusing to accept a private duty detail assignment from the Detail Office. They are as follows:

1. If a member has been/is required to work by a superior officer;
2. If a member is required to make a required court appearance as set forth in Article VI, Section 4 of this Agreement; and
3. If a member is on an approved leave of absence (i.e., sick leave, personal day, vacation leave, IOD, bereavement leave, FMLA leave, or any other authorized leave).

Provided however, if a member who has been assigned a private duty detail refuses said detail pursuant to one (1) of the above three (3) acceptable excuses, then said member shall make all reasonable attempts to notify the Detail Office that he/she is unable to accept the detail, and in the event the Detail Office is closed pursuant to the hours of operation set forth in this Article the member shall make all reasonable attempts to notify the Officer in Charge that he/she is unable to accept the detail. In all other instances a member who has been assigned a private duty detail



must either work said detail or find a replacement officer to work said detail.

Members of the bargaining unit shall not be eligible for assignment to regularly-scheduled details from the Detail Office for the following reasons:

- while on vacation leave, sick leave, bereavement leave, injured on duty status, or a regular (Group) day off,
- while on suspension from the Police Department,
- while on suspension from the Detail List as more particularly described below or
- within twenty-four (24) hours from the end of an absence under Article IX, Section 2 (i.e., Sick Leave; except however for absence due to the use of a personal day under Section 2(E), which absence shall not cause a member's ineligibility for assignment to a detail).

However, the rules set forth in this paragraph shall not preclude any member from volunteering for a detail or otherwise working a detail (other than by assignment of a regularly scheduled detail directly from the Detail Office) while on vacation, or a regular (Group) day off.

If a member on a Detail List is ineligible or unavailable to work a Detail for a reason set forth in this Subsection, then said member shall make all reasonable attempts to notify the Detail Office that he/she is ineligible or unavailable to receive and work a detail, and in the event the Detail Office is closed pursuant to the hours of operation set forth in this Article the member shall make all reasonable attempts to notify the Officer in Charge that he/she is ineligible or unavailable to receive and work a detail. More specifically, members must notify the Detail Office at least seven (7) days in advance when scheduling any vacation period (i.e., a single vacation day or a longer vacation period) for which they do not want to be assigned details. Members on vacation leave will still be eligible to work details without being assigned from the Detail List for said vacation time.

The officer in charge of each Bureau shall provide to the Detail Officer a list of the names of any members who are on suspension from duty or on administrative duty and thus not eligible for detail assignment.

#### **D. Assignment of Details not Regularly Scheduled.**

Private duty details that are not assigned by the Detail Office as set forth above (i.e., details that are not regularly scheduled details) shall be filled by the Detail Office on a daily basis according to the following process:

1. First, on a daily basis the Detail Office shall attempt to fill said detail by contacting members from the Uniform Division Detail List, on a rotating basis, who are on regularly scheduled days off;
2. Second, if the detail remains unfilled, on the same day the Detail Office shall attempt to fill said detail by contacting the remaining members on the Uniform Division Detail List, on a rotating basis;
3. Third, if the detail remains unfilled, on the same day the Detail Office shall attempt to fill said detail by contacting members on the Non-Uniform Division Detail List, on a rotating basis; and
4. Fourth, only during the period of April 1 through November 30 of each year, if the detail remains unfilled, on the same day the Detail Office shall attempt to fill said detail by contacting members on the Retired Member Detail List, on a rotating basis.

Thus, as referenced above, the Non-Uniform Division Detail List shall be utilized by the Detail Office only after all attempts have been exhausted by the Department, on a daily basis, to fill a detail from the Uniform Division Detail List.

Notwithstanding the above, during the hours that the Detail Office is closed the Department shall not be bound by the above-described process in the event it must fill a non-regularly scheduled detail in an emergency situation..

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

Any member of the bargaining unit shall have the right to withdraw his/her name from a Detail List at any time for a specific day, week, or any other specified period of time. The member shall not be eligible to accept and work a detail on that specific date or during that specific time. Members must notify the Detail Office of their eligibility. No member's name shall be deleted from the detail list without his consent, or unless the member has violated one of the following

provisions relative to details:

**OFFENSE/VIOLATION:**

A. Failure to Appear at a Detail

B. Unexcused Tardiness

i.e., Unless a reasonable excuse is provided  
to the Detail Office

C. Leaving Detail Early Without Obtaining Permission

D. Trading Detail with Another Member  
Without Notification to the Detail Officer  
Prior to the start of the Detail

E. Assigning Detail to Another Member  
Without Notification to the Detail Officer  
Prior to the start of the Detail

F. Violation of Departmental Regulation While on Detail

G. Accepting a Detail While Suspended from the Detail List

**PENALTY:**

- *First violation* within a calendar year = 2 week's suspension from detail list.

- *Second violation* within a calendar year = 1 months' suspension from detail list.

- *Third violation* within a calendar year = 6 month's suspension from detail list.

Same as "A "

Same as "A"

Same as "A "

Same as "A "

Same as "A"

- *First violation* = suspension doubled.

- *Second violation* = suspension quadrupled.

- *Third violation* = permanent removal.

Detail List suspension periods imposed upon members under this Section 4 may only be served while those members are in active-duty status and eligible to work private duty details, meaning that suspension periods shall not toll while members are on IOD status, Vacation, Sick Leave status, Bereavement Leave status, disciplinary suspension, or any other non-active duty status. Detail List suspension periods shall be frozen while members are on such non-active duty status.

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

Any "B" type violations, shall be cumulative for future "B" type violations. Any "A" type violations shall be cumulative for future "A and B" type violations. "B" type violations shall not be cumulative for "A" type violations.

However, members who have begun to serve or fully served any suspension period(s) in a calendar year shall begin the subsequent calendar year with no accrued violations. For example, if a member either begins to serve or fully serves a suspension for a first "A" type violation in a calendar year, in the beginning of the subsequent calendar year his/her first "A" type violation shall be the first such violation and not the second violation (as carryover from the previous year).

Moreover, a member must serve the entire suspension period from the Detail Lists, even if said suspension period carries over into the subsequent calendar year; and suspension time from

the Detail Lists may only be served while the member is eligible to work details (i.e., not while IOD or out on sick leave).

#### **Section 5 - MANPOWER FOR DETAILS**

The following chart represents the *minimum manpower levels* required for assigning manpower for details, provided that the Chief of Police maintains the discretion to add (not decrease) additional manpower where he/she deems necessary.

<b><u>TOTAL DETAIL MANPOWER</u></b>	<b><u>COMPOSITION OF MANPOWER</u></b>
1	1 Patrol Officer
2	2 Patrol Officers
3	3 Patrol Officers (or 1 Sergeant and 2 Patrol Officers if the Detail Office deems necessary)
4	1 Sergeant, 3 Patrol Officers
5-6	1 Lieutenant, 1 Sergeant, 3-4 Patrol Officers
7-9	1 Lieutenant, 1 Sergeant, 5-7 Patrol Officers
10	1 Lieutenant, 2 Sergeants, 7 Patrol Officers
15	1 Captain, 2 Lieutenants, 2 Sergeants, 10 Patrol Officers
16-19	1 Captain, 2 Lieutenants, 2 Sergeants, 11-14 Patrol Officers
20	1 Captain, 2 Lieutenants, 3 Sergeants, 14 Patrol Officers
21-24	1 Captain, 3 Lieutenants, 3 Sergeants, 14-17 Patrol Officers
25	1 Captain, 3 Lieutenants, 4 Sergeants, 17

	<b>Patrol Officers</b>
26-29	<b>1 Captain, 4 Lieutenants, 4 Sergeants, 17-20 Patrol Officers</b>
30	<b>1 Captain, 4 Lieutenants, 4 Sergeants, 21 Patrol Officers</b>
31-39	<b>1 Captain, 4 Lieutenants, 5 Sergeants, 21-29 Patrol Officers</b>
40	<b>1 Captain, 5 Lieutenants, 6 Sergeants, 28 Patrol Officers</b>
40+	<b>Same as 40, except an additional 1 Lieutenant, 1 Sergeant, and the remainder Patrol Officers for every additional 10 officers required.</b>

Providence Lodge #3 shall have the right to request of the Chief of Police for additional officers at any detail.

#### **Section 6 - INJURIES ON DETAILS**

Any member who is injured while on a private detail, shall be entitled to the same rights, privileges, and benefits as set forth in this Agreement and as provided by applicable Rhode Island law, as if he/she were injured while performing his/her duties for the City of Providence.

#### **Section 7 – CANCELLATION OF DETAILS**

Any cancellation of a scheduled detail must be provided to the member with at least eight (8) hours advance notice prior to the start time of the detail. In the event at least eight (8) hours advance notice is not provided to the member, then the member shall be paid a four (4) hour minimum at his/her detail rate of pay. Provided however, with respect to any construction details which may be "split" by the Detail Office, the construction company/vendor shall only be responsible for payment for the first half of the split detail, and in such situation the Detail Office

shall be permitted to cancel the second half of the split detail after providing advance notice to the member in a reasonable amount of time before the start of the second half of the detail.

#### **Section 8 – “NO-SHOW” AND “NON-EXISTENT” DETAILS**

If a member arrives at a detail location at the start of a detail, and the construction company/vendor is not present due to an action, scheduling error, or decision by said construction company/vendor (a “no-show” detail), the member must contact and notify the Detail Office of said “no-show” detail, and said member cannot be dismissed from said detail with pay until he/she has been dismissed by the Detail Office. Once dismissed by the Detail Office, the member shall be entitled to the four (4) hour minimum of detail pay.

However, if a member arrives at a detail location at the start of a detail, and the construction company/vendor is not present due to an action, scheduling error, or decision by the Detail Office (a “non-existent” detail), the member must contact and notify the Detail Office of said “non-existent” detail, and the Detail Office may either: (1) move said member to another detail consisting of the same start and finish times and hours as the “non-existent” detail, or (2) dismiss the member and the member shall be entitled to the four (4) hour minimum of detail pay.

### **ARTICLE XVII**

#### **Section 1 - NO STRIKE CLAUSE**

Cognizant of the statutory prohibition against strikes by members covered by this Agreement, neither the union nor any members covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, or concerted refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the term of this Agreement.

### **ARTICLE XVIII**

#### **Section 1 - EQUIPMENT FOR PATROL CARS AND FOOT POSTS**

Any member of the bargaining unit assigned to ride alone in a patrol car or who is assigned

to a walking post shall be equipped with a portable radio.

Each police vehicle (marked and unmarked) shall contain a fire extinguisher.

## **ARTICLE XIX**

### **Section 1 - CHILD OF POLICE OFFICER**

The City of Providence and the Providence Police Department will give preference for appointment to the Providence Police Department to the child of any police officer who is killed, or dies from line of duty injuries, or is permanently disabled due to heart disease in accordance with R.I.G.L. §45-19-1 et seq., including paraplegia and quadriplegia, and is placed on accidental disability pension; provided said child meets all physical and mental qualifications for appointment and passes any examinations required of applicants.

## **ARTICLE XX**

### **Section 1 - COMPLETE UNDERSTANDING**

This Agreement constitutes the entire and complete understanding between the City and Providence Lodge #3 arrived at as the result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this Agreement.



## ARTICLE XXI

### Section 1 – PENSION PLAN AND BENEFITS

#### A. Relationship with City of Providence Retirement System Ordinances.

To the extent that any term or provision set forth in this Article XXI of this Agreement is inconsistent with or contrary to any term or provision set forth in any ordinance, resolution, or other law passed by the City and/or the City Council (i.e., the City Ordinance concerning the City of Providence Retirement System), the term or provision set forth in this Article XXI shall supersede and take full precedence over the term or provision of the City Ordinance, resolution, or other law.

#### B. Pension Contributions.

Through June 30, 2019, the pension contribution rate for all members of the bargaining unit shall be set at eight (8%) percent of a member's base salary (i.e., the salary and applicable increments/differentials as set forth in Article XIII, Section 1) and longevity.

Effective as of July 1, 2019, the pension contribution rates for all members of the bargaining unit shall be in accordance with the following scale, and the applicable pension contribution amount shall be the designated percentage of a member's "pension base" salary, which is the salary and applicable increments/differentials as set forth in Article XIII, Section 1, and longevity:

<u>7/1/19-6/30/20:</u>	10.25% of "pension base" salary.
<u>7/1/20-6/30/21:</u>	11.5% of "pension base" salary.
<u>7/1/21-6/30/22:</u>	12% of "pension base" salary.
<u>7/1/22 and thereafter:</u>	13.5% of "pension base" salary.

Effective as of September 1, 2011, members' pension contribution deductions shall be made on a "pre-tax" basis.

**C. Pension Plan Benefits.**

Any member of the bargaining unit who was hired on or before June 30, 2011 and who has attained the earlier of age fifty-five (55) or the age at which he/she has completed twenty (20) years of service with the City may opt to retire on a service retirement. Any member of the bargaining unit who was hired on or after July 1, 2011 and who has attained the earlier of age fifty-five (55) or the age at which he/she has completed twenty-five (25) years of service with the City may opt to retire on a service retirement. The pension benefits payable upon receipt of a service retirement shall be based upon a designated percentage of the average of the retiring member's highest three (3) years of retirement-eligible pay (as "Final Compensation" or "Retirement-Eligible Pay" is described throughout this Agreement, i.e., including longevity). Provided however, effective as of January 1, 2013, "Final Compensation" or "Retirement-Eligible Pay" shall mean the average of the retiring member's highest four (4) years of compensation, including longevity payments and other payments included in Retirement-Eligible Pay pursuant to this Agreement, but excluding overtime and detail pay.

The designated percentage utilized to calculate a retiring member's pension benefits shall be based upon the retiring member's eligible years of service (completed years of service plus any eligible military years of service purchased by the retiring member), as follows:

1. For members of the bargaining unit hired on or after September 1, 2001 but on or before June 30, 2011:

<u>Eligible Years of Service:</u>	<u>Designated Percentage:</u>
Prior to 20 years of service	2½% per year
20 years of service	50%
21 years of service	52%
22 years of service	54%
23 years of service	56%
24 years of service	58%
25 years of service	60%
26 years of service	62%
27 years of service	64%
28 years of service	66%
29 years of service	68%
30 years of service	70%

31 years of service	72%
32 years of service and over	75%

2. For members of the bargaining unit hired prior to September 1, 2001:

<u>Eligible Years of Service:</u>	<u>Designated Percentage:</u>
Prior to 20 years of service	2½% per year
20 years of service	50%
21 years of service	52%
22 years of service	54%
23 years of service	56%
24 years of service	58%
25 years of service	65%
26 years of service	62%
27 years of service	64%
28 years of service	66%
29 years of service	68%
30 years of service	75%
31 years of service	72%
32 years of service and over	80%

3. For members of the bargaining unit hired on or after July 1, 2011:

<u>Eligible Years of Service:</u>	<u>Designated Percentage:</u>
Prior to 20 years of service	2½% per year (i.e., 19 years = 47.5%)
20 years of service	50%
21 years of service	50%
22 years of service	50%
23 years of service	50%
24 years of service	50%
25 years of service	50%
26 years of service	52.5%
27 years of service	55%
28 years of service	57.5%
29 years of service	60%
30 years of service	62.5%
31 years of service	65%
32 years of service	67.5%
33 years of service	70%
34 years of service	72.5%
35 years of service	75%

Effective as of January 1, 2021, the Mandatory Retirement Age for members of the bargaining unit shall be changed from the age of sixty-three (63) to the age of sixty-five (65), meaning that any members who have not yet reached the age of 63 as of January 1, 2021 may remain employed as a member of the Police Department until December 31<sup>st</sup> of the year in which he/she reaches the age of 65.

**D. Cost of Living Adjustments (COLA's)**

All members of the bargaining unit hired on or before June 30, 2011 who retire shall receive a three (3%) percent compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received. Payment of the three (3%) percent compounded COLA payments shall commence in the January immediately following the third (3<sup>rd</sup>) anniversary of the retiring member's retirement date.

All members of the bargaining unit hired on or after July 1, 2011 who retire shall receive an annual compounded cost of living adjustment (COLA) upon all annual pension benefit amounts received, which COLA amount shall be based upon the annual Northeast CPI for all urban consumers (CPI-U) but with a floor of 1% and ceiling of 3%.

Notwithstanding the above, no retired member's annual pension benefit amount, including COLA, shall exceed the annual base salary of an active member of the same rank at which the retired member retired. In the event any retired member's annual pension amount exceeds said active member's annual base salary, that retired member's pension amount, including COLA, shall be frozen until it no longer so exceeds the active member's base salary.

**Section 2 – DISABILITY RETIREMENT**

**A. Accidental Disability Pensions.**

Any member of the bargaining unit who retires pursuant to an Accidental Disability Pension (upon his/her application or upon the application of the Chief of Police) under the rules set forth in the City Ordinance governing the City of Providence Retirement System shall be entitled to the receipt of an annual pension in the amount of sixty-six and two-thirds (66⅔%) percent of the

amount that equates to the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity), as well as any other pension amounts set forth in the City Ordinance governing the City of Providence Retirement System in effect as of the date of the ratification of this Agreement. Provided however, effective as of January 1, 2013, the annual pension shall be in the amount of sixty-six and two-thirds (66⅔%) percent of the amount that equates to the average of the retiring member's highest four (4) years of "Final Compensation" or "Retirement-Eligible Pay". In addition, said member shall be entitled to the receipt of the COLA set forth in Section 1, Subsection (D) above.

Furthermore, with respect to any member who retires pursuant to an Accidental Disability Pension, in light of said member's receipt of an unreduced pension in the amount of sixty-six and two-thirds (66⅔%) percent of retirement pay (as defined above), said member shall not be entitled to the receipt of his/her accumulated pension contributions in any form, including but not limited to a lump sum or an actuarially calculated annuity.

#### **B. Ordinary Disability Pensions.**

Any member of the bargaining unit who retires after ten (10) but less than twenty (20) years of service pursuant to an Ordinary Disability Pension (upon his/her application or upon the application of the Chief of Police) under the rules set forth in the City Ordinance governing the City of Providence Retirement System shall be entitled to the receipt of an annual pension consisting of a designated percentage (two and one quarter (2¼%) percent times the retiring member's eligible years of service; i.e. completed years of service plus any eligible military years of service purchased by the retiring member; as set forth below) of the average of the retiring member's highest three (3) years of retirement-eligible pay (as retirement-eligible pay is described throughout this Agreement, i.e. including longevity), as well as any other pension amounts set forth in the City Ordinance governing the City of Providence Retirement System in effect as of the date of the ratification of this Agreement. Provided however, effective as of January 1, 2013, the annual pension shall be in the amount of a designated percentage of the average of the retiring member's

highest four (4) years of "Final Compensation" or "Retirement-Eligible Pay".

The percentages utilized to calculate a retiring member's Ordinary Disability Pension benefits shall be as follows:

<u>Eligible Years of Service:</u>	<u>Designated Percentage:</u>
10 years of service	22.50%
11 years of service	24.75%
12 years of service	27%
13 years of service	29.25%
14 years of service	31.50%
15 years of service	33.75%
16 years of service	36%
17 years of service	38.25%
18 years of service	40.50%
19 years of service	42.75%

In addition to the above benefits, said member shall be entitled to the receipt of the COLA set forth in Section 1, Subsection (D) above.

Any member of the bargaining unit who retires after twenty (20) or more years of service pursuant to an Ordinary Disability Pension (upon his/her application or upon the application of the Chief of Police) under the rules set forth in the City Ordinance governing the City of Providence Retirement System shall be entitled to the receipt of an annual pension based upon the amounts set forth in Section 1, Subsection (C) above.

**Section 3 – Incorporation of the December 11, 2012 Consent Judgment by and between the FOP and the City.**

The terms and conditions of the Consent Judgment in the action *The City of Providence v. Providence Lodge No. 3, Fraternal Order of Police* in the Rhode Island Superior Court for Providence County, CA No.: 13-0004, specifically those terms and conditions discussing the Pension Ordinance applicable to this Article of the Agreement, are hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the FOP shall be resolved by binding arbitration pursuant to the Grievance Arbitration provisions set forth in Article

XIV of this Agreement.

## **ARTICLE XXII**

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

This Agreement shall be for the term beginning July 1, 2019 and ending June 30, 2023.

The parties agree that the terms and conditions of this July 1, 2019 through June 30, 2023 Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

IN WITNESS WHEREOF, the said City has caused this instrument to be executed and its corporate seal to be affixed by \_\_\_\_\_, its Mayor, and the said Providence Lodge #3, Fraternal Order of Police has caused this instrument to be signed by \_\_\_\_\_, its President, thereunto duly authorized, this 21<sup>ST</sup> day of APRIL, 2021.

CITY OF PROVIDENCE

By: \_\_\_\_\_

The Honorable Mayor of the City of Providence  
Date of Signature: 4/13/21

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

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

PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE

By: \_\_\_\_\_

The President of Providence Lodge #3, Fraternal Order of Police  
Date of Signature: 4/21/21

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

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

Approved as to form and correctness:

\_\_\_\_\_  
Jeff Dana, City Solicitor



EXHIBIT "A"

INTERNAL AFFAIRS INTERROGATION RIGHTS FORM

The Union strongly suggests that if any officer is asked or ordered by the Department to submit to **any degree or form** of oral questioning or to submit a written statement or report concerning their performance and/or actions as a Providence police officer, the officer contact a member of the Union's Board of Directors before giving any response whatsoever. Furthermore, the Union strongly suggests that prior to giving **any** oral and/or written statement, the officer wait for Union representation to be present. Failure to do so may have a drastic effect upon the Union's ability to assist or defend the officer.

By executing this Waiver Form, I hereby **waive** my right to have Union representation present during Departmental interrogation on the date set forth below regarding the following matter: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**EXHIBIT "B"**  
**1998 VACATION DAYS REPORT**

**TO BE COMPLETED BY OFFICER REPORTING ACCRUED, USED, AND UNUSED 1998 VACATION DAY(S):**

NAME: \_\_\_\_\_

RANK AS OF JULY 1, 1998: \_\_\_\_\_

AVERAGE DAILY RATE OF PAY  
AS OF JULY 1, 1998: \$ \_\_\_\_\_

TOTAL NUMBER OF VACATION  
DAYS ACCRUED ON  
JANUARY 1, 1998: \_\_\_\_\_

TOTAL NUMBER OF 1998 ACCRUED  
VACATION DAYS USED AS OF  
DECEMBER 31, 1998: \_\_\_\_\_

TOTAL NUMBER OF 1998 ACCRUED  
VACATION DAYS NOT USED AS OF  
DECEMBER 31, 1998: \_\_\_\_\_

TOTAL COMPENSATION FOR 1998  
ACCRUED VACATION DAYS NOT USED  
AS OF DECEMBER 31, 1998, PAYABLE  
UPON SEPARATION FROM SERVICE: \$ \_\_\_\_\_

MEMBER'S SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

CHIEF'S OR DESIGNEE'S  
SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

ONE COPY OF THIS FORM SHALL BE MAINTAINED BY THE DEPARTMENT IN THE MEMBER'S PERSONNEL (201) FILE, AND ONE COPY SHALL BE PROVIDED TO THE MEMBER.

EXHIBIT "C"

Health Care Benefits Provided Pursuant to Article XV, Section 1(A) and Section  
2(A) of the Agreement

EXHIBIT "D"

Health Care Benefits Provided Pursuant to Article XV, Sections 1(B), (C), and (D);  
and Sections 2(B), (C), and (D) of the Agreement

**EXHIBIT "E"**

**Insurance Benefits Package**

**EXHIBIT "F"**

**The Consent Judgment in the action *The City of Providence v. Providence Lodge  
No. 3, Fraternal Order of Police* in the Rhode Island Superior Court for  
Providence County, CA No.: 13-0004**