

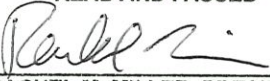
RESOLUTION OF THE CITY COUNCIL


No. 257

Approved June 12, 2024

RESOLVED, That the Members of the Providence City Council
hereby Approve the Tentative Agreement by and between the City of Providence,
Rhode Island and the Providence Fraternal Order of Police, Lodge #3, for the
period of July 1, 2023 through June 30, 2028.

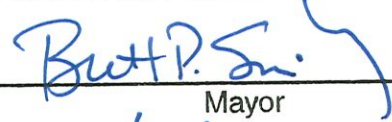
IN CITY COUNCIL
JUN 06 2024
READ AND PASSED



RACHEL M. MILLER, PRESIDENT.


CLERK

I HEREBY APPROVE.



Mayor
Date: 6/12/24



Mayor of Providence

Brett P. Smiley

April 15, 2024

Hand-Delivered

Honorable Council President
Rachel Miller
Providence City Council
Providence City Hall
Providence, RI 02903

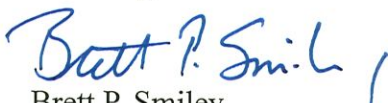
RE: **Providence FOP Agreement**

Dear Council President Miller:

Enclosed with this correspondence please find the tentative agreement by and between the City of Providence, Rhode Island and the Providence Fraternal Order of Police, Lodge No. 3 for the period of July 1, 2023 through June 30, 2028

I hereby submit the enclosed tentative agreement to the Providence City Council for ratification.

Sincerely,


Brett P. Smiley
Mayor

City Hall, 25 Dorrance Street, Providence, RI 02903
Phone (401) 421-2489 Fax (401) 274-8240

JULY 1, 2023 - JUNE 30, 2028 COLLECTIVE BARGAINING AGREEMENT

by and between

THE PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE
and
THE CITY OF PROVIDENCE, RHODE ISLAND

TENTATIVE AGREEMENT

This ***Tentative Agreement*** is made and entered into this 12th day of APRIL, 2023 by and between the **City of Providence ("City")** and the **Providence Lodge #3, Fraternal Order of Police ("FOP")**.

This ***Tentative Agreement*** concerns the Collective Bargaining Agreement by and between the parties that shall be effective between **July 1, 2023 and June 30, 2028**.

WHEREAS, the parties have conducted good faith and amicable collective bargaining negotiations pursuant to RIGL §28-7 *et seq.* and §28-9.2 *et seq.*, meeting multiple times in between approximately April, 2023 through December, 2023;

WHEREAS, the parties' negotiations have resulted in this ***Tentative Agreement*** forming the basis for the Collective Bargaining Agreement which shall be effective for the four-year period of July 1, 2023 to June 30, 2028;

WHEREAS, in accordance with RIGL §28-9.2-6, the parties are in fact permitted to enter into a Collective Bargaining Agreement covering a five-year period of time, for the reasons explained further within RIGL §28-9.2-6;

WHEREAS, this ***Tentative Agreement*** and thus the Collective Bargaining Agreement resulting therefrom is subject to final ratification by both the City's and the FOP's authorized ratifying bodies;

WHEREAS, this ***Tentative Agreement*** is intended to summarize the agreement of the parties regarding new and/or revised provisions of the Collective Bargaining Agreement resulting herefrom, and thus some or all of the new and/or revised provisions shall if necessary be subject to additional descriptive language agreed upon by the parties prior to the execution of the complete and final Collective Bargaining Agreement document;

WHEREAS, the final ratification of this ***Tentative Agreement*** and thus of the new 2023-2028 Collective Bargaining Agreement resulting therefrom shall result in the final resolution of the Collective Bargaining Agreement negotiations process and of any potential Interest Arbitration proceedings between the parties; and

WHEREAS, the parties hereto desire to codify their Agreement and be bound by the same.

THEREFORE, the parties agree as follows (where applicable, deleted language is ~~stricken~~ and highlighted; new language is highlighted):

JULY 1, 2023 - JUNE 30, 2028 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT PART A – EXCLUDING THE PROMOTIONAL PROCESS
AMENDMENTS**

TA #1: **Article I, Section 4 (“Time off for Bargaining”); Article II, Section 3 (“Minimum Manning”); Article VI, Section 4 (“Court Time”); and Article IX, Section 2 (“Reason for Sick Leave”):**

- The parties have agreed to amend Article I, Section 4, Article II, Section 3, Article VI, Section 4, and Article IX, Section 2 where applicable to eliminate all references to “short shift” and “short days” which are outdated and no longer in effect.

TA #2: **Article II, Section 3 (“Minimum Manning”):**

- The parties have agreed to amend Article II, Section 3 as follows, with respect to Minimum Manning/Staffing levels:

“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:

Effective from 7/1/2023 through the date of “Final Ratification” (TBD - insert date in the CBA) of this Agreement:

<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

Effective as of the date of "Final Ratification" (TBD - insert date in the CBA) of this Agreement:

<u>Sunday at 7:00 a.m. through Thursday at 3:00 p.m.:</u>	
<u>Time Periods:</u>	<u>Number of Patrol Officers and Patrol Cars:</u>
7:00 a.m.--3:00 p.m.	24 patrol officers plus 1 wagon
3:00 p.m.--4:00 a.m.	24 patrol officers
4:00 a.m.--7:00 a.m.	20 patrol officers

<u>Thursday at 3:00 p.m. through Sunday at 7:00 a.m.:</u>	
<u>Time Periods:</u>	<u>Number of Patrol Officers and Patrol Cars:</u>
7:00 a.m.--3:00 p.m.	24 patrol officers plus 1 wagon
3:00 p.m.--4:00 a.m.	27 patrol officers
4:00 a.m.--7:00 a.m.	20 patrol officers

Effective as of 6/30/28 and thereafter:

If the Providence Police Department's FOP bargaining unit member staffing level is ***at or above 435 members*** AND the "Patrol Bureau Car Post Staffing Level" (as defined below) is ***at or above 200 patrol officers***, then the Patrol Officers/Patrol Cars "Minimum Manning" levels shall remain as set forth above.

Provided however, If at any time EITHER: (a) the Providence Police Department's FOP bargaining unit member staffing level is ***below 435 members***, OR (b) the "Patrol Bureau Car Post Staffing Level" ***is below 200 patrol officers***, then the Patrol Officers/Patrol Cars "Minimum Manning" levels shall be as follows at all times until the Providence Police Department's FOP bargaining unit member staffing level is ***at or above 435 members*** AND the "Patrol Bureau Car Post Staffing Level" is ***at or above 200 Patrol Officers***:

<u>Sunday at 7:00 a.m. through Sunday at 7:00 a.m. (7 days per week):</u>	
<u>Time Periods:</u>	<u>Number of Patrol Officers and Patrol Cars:</u>
7:00 a.m.--3:00 p.m.	27 patrol officers plus 1 wagon
3:00 p.m.--4:00 a.m.	27 patrol officers
4:00 a.m.--7:00 a.m.	22 patrol officers

For purposes of the above provisions, the “Patrol Bureau Car Post Staffing Level” (i.e., the 200 patrol officer threshold) shall mean all patrol officers assigned to/working in the Uniformed Division Patrol Bureau who are eligible to work in bid or non-bid “patrol car beats or posts” in any District and who are therefore eligible to be counted towards the above-listed Patrol Officers/Patrol Cars “Minimum Manning” levels, and thus not including any patrol officers assigned to/working in the Uniformed Division who are detailed to, assigned to, and/or working in any non-car post positions and specialty units such as but not limited to the Housing Unit, CRT, Traffic Bureau, School Resource Officer (SRO) Unit, ADD OTHER APPLICABLE EXISTING UNITS, etc.

In following with the above-stated goal of having a minimum number of patrol officers and sergeants actually on duty to cover car posts within the City for each tour of duty, the references to “patrol officers” in the above-listed Patrol Officers/Patrol Cars “Minimum Manning” levels shall be defined to mean an individual patrol officer assigned to his/her own patrol car, which patrol cars are assigned to specific “patrol car beats or posts”. For example, the reference to “24 patrol officers” shall be defined to mean 24 individual patrol officers assigned to 24 separate patrol cars which are then assigned to specific patrol car beats or posts throughout the City.

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); provided however that this “split” Patrol Car beat or post provision shall not be construed to increase the Patrol Officers/Patrol Cars “Minimum Manning” level numbers set forth above.

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

In following with the above-stated goal of having a minimum number of patrol officers and sergeants actually on duty to cover car posts within the City for each tour of duty, the references to “sergeants in street” in the above above-listed Sergeants “Minimum Manning” levels shall be defined to mean an individual sergeant assigned to his/her own patrol car/sergeant’s vehicle. For example, the reference to “3 sergeants in street” shall be defined to mean 3 individual sergeants assigned to 3 separate patrol cars/sergeant’s vehicles.

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."

TA #3: Article II, Section 3 (“Minimum Manning”):

- The parties have agreed to amend Article II, Section 3 in pertinent part as follows, with respect to the Holdovers and Call-Back process:

“... 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.

In following, in order to distribute and require Patrol Bureau Minimum Manning Holdover/Call-Back Overtime fairly, equitably, and impartially among each patrol officer, sergeant, and lieutenant on each shift within the Patrol Bureau, the Officer-in-charge (“OIC”) of the shift shall utilize the following ***Rotating Patrol Bureau Minimum Manning Holdover/Call-Back Overtime System***:

1. Voluntary Holdover/Call-Back Process.

Prior to requiring any mandatory Patrol Bureau Minimum Manning Holdover Overtime pursuant to Section (2) below, the OIC shall ensure that a reasonable and diligent effort is made to solicit volunteers to work the allotted Overtime assignment on a voluntary holdover and/or call-back basis, which voluntary Patrol Bureau Minimum Manning Holdover/Call-Back Overtime process shall be conducted on a rotating basis among the patrol officers, sergeants, and lieutenants (whichever is applicable) within the Patrol Bureau, in accordance with Article II, Section 3 of the CBA. This volunteer selection process shall utilize rotating lists (the ***Patrol Bureau Minimum Manning Voluntary Holdover/Call-Back Overtime Lists***) of the patrol officers, sergeants, and lieutenants within the Patrol Bureau, which lists shall be created by order of seniority (starting with the most senior patrol officer, sergeant, or lieutenant in the Patrol Bureau and ending with the least senior).

2. Mandatory Holdover Process.

If a volunteer patrol officer, sergeant, or lieutenant (whichever is applicable) cannot be found to fill the allotted Overtime assignment pursuant to Section (1) above, then the following mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment process shall be followed:

- (a) ***Patrol Bureau Minimum Manning Mandatory Holdover Overtime List.*** Rotating lists of the patrol officers, sergeants, and lieutenants assigned to each shift within the Patrol Bureau shall be created by order of seniority (starting with the least senior patrol officer, sergeant, or lieutenant and ending with the most senior), and starting with the first necessary mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment, the first officer on the applicable list (i.e., the least senior patrol officer, sergeant, or lieutenant on the applicable list) shall be required to be held over from his/her shift to work the Overtime assignment, and thereafter additional mandatory Patrol Bureau Minimum Manning Holdover Overtime assignments shall be assigned from the applicable list on a rotating basis until the list resets or turns over.

(b) **Exceptions.** However, the above-stated mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment process shall be subject to the following exceptions:

- (i) If the next patrol officer, sergeant, or lieutenant on the applicable list has already worked at least sixteen (16) consecutive hours, including his/her regular shift hours, overtime hours, and private detail hours, then he/she may elect to opt out of and be skipped for that mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment. In such instance, the OIC shall select the next eligible officer on the list to work the mandatory Minimum Manning Holdover Overtime assignment. However, the officer who elected to opt out of the mandatory Minimum Manning Holdover Overtime assignment and be skipped due to working at least sixteen (16) consecutive hours, shall still be deemed next on the list and shall be required to work the next mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment. The OIC shall inform the officer of this process when he/she is skipped.
- (ii) If any patrol officer, sergeant, or lieutenant volunteers to work at least four (4) consecutive hours of Patrol Bureau Minimum Manning Holdover and/or Call-Back Overtime (including if he/she works four (4) hours before his/her regular shift and/or four (4) hours after his/her regular shift of such Overtime) pursuant to Section (1) above, then he/she shall be deemed ineligible for his/her next mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment and his/her next turn on the **Patrol Bureau Minimum Manning Mandatory Holdover Overtime List** shall be skipped, provided however that after said one-time "skip" he/she shall be deemed next on the list and shall be required to work the next mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment.

*For example, if a patrol officer is number 5 on the **Patrol Bureau Minimum Manning Mandatory Holdover Overtime List** (i.e., 5th in line for the next mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment) and before said assignment that officer volunteers to work an 4-hour Patrol Bureau Minimum Manning Holdover and/or Call-Back Overtime opening, then the officer's next turn on the List (i.e., number 5 on the List) shall be skipped as if fulfilled, but the officer shall then be deemed next on the List.

- (iii) Patrol officers, sergeants, and lieutenants shall not be subject to a mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment at the end of their last regular tour of duty (i.e., after the 4th day of a 4/2 tour of duty or after the 5th day of a 5/2 tour of duty).
- (c) **Public Safety Emergency Situations.** In the event of a public safety emergency situation, as determined by the Chief of Police, in which all available eligible officers, sergeants, and lieutenants on a Patrol Bureau shift are required to be held over and/or called back to work, the **Patrol Bureau Minimum Manning Mandatory Holdover Overtime List** process shall not be required to be utilized and the next officer on the list shall still be subject to the next mandatory Overtime assignment via Holdover or Call-Back. Provided however, any officers, sergeants, and lieutenants on a Vacation Day, Personal Day, Compensatory Day off, regular

day off, or Special Duty Day, shall be deemed ineligible for a mandatory Call-Back Overtime Assignment unless as a last resort due to the public safety and officer safety need for additional officers due to the public safety emergency situation.

- (d) Each **Patrol Bureau Minimum Manning Mandatory Holdover Overtime List** shall automatically reset every month, notwithstanding where the list stands. That is, every month each list shall again start with the least senior patrol officer, sergeant, or lieutenant ranked first, and starting with the first mandatory Patrol Bureau Minimum Manning Holdover Overtime assignment, the first officer on the list shall be required to be held over to work the Overtime.
- (e) The OIC of each Patrol Bureau shift shall maintain a record of each **Patrol Bureau Minimum Manning Mandatory Holdover Overtime List** and **Patrol Bureau Minimum Manning Voluntary Holdover/Call-Back Overtime List**, as well as a computer program working list (or document) clearly showing which officers worked Overtime assignments, when the officers worked Overtime assignments, and whether the assignment was voluntary or mandatory. All members of the Patrol Bureau shall be able to view the list and the computer program working list (or document) at any time after it has been updated, and a copy of the documents shall be provided to the FOP upon request at any time.

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."

TA #4: Article IX, Section 1 ("Sick Leave"), Subsection "Personal Days", and Section 2 ("Reasons for Sick Leave"):

- The parties have agreed to amend Article IX, Section 1 and Section 2 by increasing the Personal Day allocation from 3 Personal Days to 5 Personal Days, of the annual 15 Sick Leave Day allotment, as follows:

"Section 1 - SICK LEAVE

... Personal Days:

In addition, five (5) ~~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).

...

Section 2 - REASONS FOR SICK LEAVE

...

E. There shall be five (5) ~~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 sixth (6th) ~~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."

TA #5: Article IX, Section 1 ("Sick Leave"):

- The parties have agreed to amend Article IX, Section 1 by deleting all provisions regarding the contingent reduction of members' annual Sick Leave Days (from 15 to 13 for all members hired before 9/1/2016 and from 13 to 10 for all members hired after 9/1/2016), which contingent reduction is based upon the bargaining unit manpower level being above or below 435 at July 1 and January 1 ...

... so that all members of the bargaining unit shall receive 15 Sick Leave Days per year with no contingencies.

TA #6: Article X, Section 11 ("Maternity Leave"):

- The parties have agreed to amend Article X, Section 11 as follows:

"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 or to 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. The member at her discretion may then work the normal hours worked in the Human Resources Bureau or other applicable position; 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 two (2) days ~~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."

TA #7: Article XI, Section 1 ("Family and Medical Leave Act"):

- The parties have agreed to amend Article XI, Section 1 as follows:

"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) child care 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.

Pursuant to applicable state and federal laws and regulations, FMLA Leave is generally unpaid leave, except however for IOD-related FMLA Leave, FMLA Leave for paid Sick Leave, or other applicable paid leave. Notwithstanding, a member on FMLA Leave who is not on IOD Leave (i.e. not entitled to IOD pay and benefits) or not on paid Sick Leave, and thus is on unpaid FMLA Leave, may elect to use his/her accrued Vacation Leave, Compensatory Time, or other accrued paid leave while on such FMLA Leave. That is, such accrued paid leave shall run concurrently with the FMLA Leave. However, the City shall not be permitted to require a member on unpaid FMLA Leave to use his/her accrued Vacation Leave, Compensatory Time, or other accrued paid leave while on such FMLA 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."

TA #8: Article XIII, Section 1 (“Salaries”), Subsection (A) (“Salary Scale”):

- The parties have agreed to amend Article XIII, Section 1 as follows:
 - **Salary Increases:** The following Salary Increases shall be implemented for all members of the bargaining unit:

- 7/1/23: 4.25% salary increase
 - Including full retroactive wage payments as of 7/1/23 on all sources of payments, including Wages, Overtime Pay, Callback Pay, and Detail Pay.
 - All retroactive payments shall be made in separate checks and shall not be combined with normal biweekly payroll checks.
- 7/1/24: 4.25% salary increase
- 7/1/25: 4.25% salary increase
- 7/1/26: 4.25% salary increase
- 7/1/27: 4.25% salary increase

Position/Rank	As of 6/30/23	7/1/23 to 6/30/24 (4.25%)	7/1/24 to 6/30/25 (4.25%)	7/1/25 to 6/30/26 (4.25%)	7/1/26 to 6/30/27 (4.25%)	7/1/27 to 6/30/28 (4.25%)
Third Grade Patrol Officer	\$1,272.35	\$1,326.42	\$1,382.80	\$1,441.57	\$1,502.83	\$1,566.70
Second Grade Patrol Officer	\$1,301.53	\$1,356.85	\$1,414.51	\$1,474.63	\$1,537.30	\$1,602.64
First Grade Patrol Officer	\$1,383.60	\$1,442.40	\$1,503.71	\$1,567.61	\$1,634.24	\$1,703.69
First Grade Patrol Officer (9%)	\$1,508.12	\$1,572.22	\$1,639.03	\$1,708.69	\$1,781.31	\$1,857.02
Detective Patrol Officer (12%)	\$1,549.65	\$1,615.51	\$1,684.17	\$1,755.75	\$1,830.37	\$1,908.16
Sergeant	\$1,587.22	\$1,654.68	\$1,725.00	\$1,798.31	\$1,874.74	\$1,954.42
Sergeant (9%)	\$1,730.07	\$1,803.60	\$1,880.25	\$1,960.16	\$2,043.47	\$2,130.32
Detective Sergeant (12%)	\$1,777.68	\$1,853.23	\$1,931.99	\$2,014.10	\$2,099.70	\$2,188.94
Lieutenant	\$1,732.83	\$1,806.48	\$1,883.25	\$1,963.29	\$2,046.73	\$2,133.71
Lieutenant (9%)	\$1,888.78	\$1,969.05	\$2,052.74	\$2,139.98	\$2,230.93	\$2,325.74
Detective Lieutenant (12%)	\$1,940.76	\$2,023.24	\$2,109.23	\$2,198.87	\$2,292.32	\$2,389.75
Captain	\$1,865.40	\$1,944.68	\$2,027.33	\$2,113.49	\$2,203.31	\$2,296.95
Captain (9%)	\$2,033.29	\$2,119.70	\$2,209.79	\$2,303.71	\$2,401.62	\$2,503.68
Detective Captain (12%)	\$2,089.25	\$2,178.04	\$2,270.61	\$2,367.11	\$2,467.71	\$2,572.59

TA #9: Article XIII, Section 1 (“Salaries”), Subsection (A) (“Salary Scale”):

- The parties have agreed to amend Article XIII, Section 1 to delete and thus eliminate the prior CBA’s “New Hires’ Salary Increase Reduced Scale” effective as of 7/1/23, so that the class of Police Officers hired under the 2019-2023 CBA who were affected by the Salary Increase Reduction Scale shall have their wage rates adjusted up to the regular Salary Scale as set forth in **TA#7** above, retroactively as of 7/1/23.

~~“**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 4th Year of Service, his/her Base Rate shall be equivalent to the Base Rate of all other First Grade Patrol Officers.”~~

TA #10: **Article XIII, NEW Section 4 (“Retention Incentive Payments”):**

- The parties have agreed to amend Article XIII by adding a NEW Section 4 to incorporate lump sum “Retention Incentive Payments” as a current Police Officer retention incentive, as follows:

“Section 4 - RETENTION INCENTIVE PAYMENTS

Effective as of July 1, 2023, members of the bargaining unit shall receive the following lump sum Retention Incentive Payments, which payments shall be made as set forth below:

<u>Period of Service</u>	<u>Retention Incentive Payment Amount</u>
Completion of 10 Years of Service:	\$1,500.00
Completion of 20 Years of Service:	\$2,000.00
Completion of 25 Years of Service:	\$2,000.00
Completion of 30 Years of Service:	\$1,500.00

Said Retention Incentive Payments are one-time payments which shall be paid to members in recognition of their completion of the above Years of Service milestones, and which payments shall be paid to eligible members on the first day of the third (3rd) month immediately subsequent to the member’s completion of the above periods of Years of Service (the “Payment Date”) as long as the member is still actively employed by the Police Department as of said Payment Date.

Moreover, in addition to the above Retention Incentive Payments, effective as of July 1, 2023, all members of the bargaining unit who were hired on or after July 1, 2011 and are thus covered by the so-called “25-year Pension Plan” (i.e., only those members who were hired on or after July 1, 2011 and who are covered by the so-called “25-year Pension Plan”), shall receive the following lump sum Retention Incentive Payments, which payments shall be made as set forth below:

<u>Period of Service</u>	<u>Retention Incentive Payment Amount</u>
Completion of the 21 st Year of Service:	\$1,500.00
Completion of the 22 nd Year of Service:	\$1,500.00
Completion of the 23 rd Year of Service:	\$1,500.00
Completion of the 24 th Year of Service:	\$1,500.00

Said Retention Incentive Payments are one-time payments which shall be paid to members in recognition of their completion of the above Years of Service milestones, and which payments shall be paid to eligible members on the first day of the third (3rd) month immediately subsequent to the member’s completion of the above periods of Years of Service (the “Payment Date”) as long as the member is still actively employed by the Police Department as of said Payment Date.

For example, for a member hired on July 1, 2020, said member shall be eligible to receive the following Retention Incentive Payments over the course of his/her career:

Milestone Dates:		Payment Amount:	Payment Date:
- 7/1/2020:	Hire Date	NA	NA
- 7/1/2030:	Completion of 10 Years of Service:	\$1,500.00	10/1/2030
- 7/1/2040:	Completion of 20 Years of Service:	\$2,000.00	10/1/2040
- 7/1/2041:	Completion of the 21 st Year of Service:	\$1,500.00	10/1/2041
- 7/1/2042:	Completion of the 22 nd Year of Service:	\$1,500.00	10/1/2042
- 7/1/2043:	Completion of the 23 rd Year of Service:	\$1,500.00	10/1/2043
- 7/1/2044:	Completion of the 24 th Year of Service:	\$1,500.00	10/1/2044
- 7/1/2045:	Completion of 25 Years of Service:	\$2,000.00	10/1/2045
- 7/1/2050:	Completion of 30 Years of Service:	\$1,500.00	10/1/2050

Retention Payments are lump sum payments and are not considered part of base salary for pension benefit and pension contribution purposes.

As a condition precedent to receipt of a lump sum Retention Incentive Payment, an officer must not be deemed ineligible for the receipt of “pay and benefits” pursuant to the Law Enforcement Officers’ Bill of Rights, R.I.G.L. §§ 42-28.6-1 et seq. on the date that said lump sum Retention Incentive Payment is due (i.e., the officer must not be suspended without pay pursuant to the Law Enforcement Officers’ Bill of Rights); provided however that if the officer is subsequently deemed entitled to the receipt of the “back-payment” of “pay and benefits” in accordance with the Law Enforcement Officers’ Bill of Rights, such “back-payment” shall include the payment of the lump sum Retention Incentive Payment.”

TA #11: Article XV, Section 1 (“Blue Cross and Physicians' Service – Active Members”):

- The parties have agreed to amend Article XV, Section 1 as follows to: (a) clean up the outdated provisions no longer in effect, and (b) add Vision Care Coverage:

“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.~~

~~A D. Notwithstanding Section 1, Subsections (A) through (C) above and Section 3 below, e~~
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
- ***Vision Care Plan / Rider:***

- Family Coverage Vision Care Plan providing levels of coverage for eye exams, frames and lenses, and contact lenses

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. ...”~~

- Change the remaining Subsection lettering in Section 1 as follows:
 - Subsection (E) shall be Subsection (B).
 - Subsection (F) shall be Subsection (C).
 - Subsection (G) shall be Subsection (D).

TA #12: Article XV, Section 1 (“Blue Cross and Physicians' Service – Active Members”), Subsection (E) (“Active Members’ Health Insurance Contribution (Co-Share) Payments”):

- The parties have agreed to amend Article XV, Section 1 to change Active Members’ Healthcare Contribution Payments as follows:

***This Chart shows the revised “Contract Language” Healthcare Contribution Payment amounts, provided however that the 7/1/23 increased amounts are not retroactive and shall not go into effect until this Collective Bargaining Agreement is ratified by the parties and thus “in effect”:*

Plan Category:	<u>7/1/22</u> <u>(prior CBA):</u>	<u>7/1/23:</u> +\$150/year **Not Retroactive	<u>7/1/24:</u> +\$150/year	<u>7/1/25:</u> +\$150/year	<u>7/1/26:</u> +\$50/year	<u>7/1/27:</u>
- Individual:	\$1,677/year \$32.25/week	\$1,827/year \$35.13/week	\$1,977/year \$38.02/week	\$2,127/year \$40.90/week	\$2,177/year \$41.87/week	\$2,177/year \$41.87/week
- Family:	\$4,000/year \$76.92/week	\$4,150/year \$79.81/week	\$4,300/year \$82.69/week	\$4,450/year \$85.58/week	\$4,500/year \$86.54/week	\$4,500/year \$86.54/week
- Individual + Spouse:	\$3,353/year \$64.48/week	\$3,503/year \$67.37/week	\$3,653/year \$70.25/week	\$3,803/year \$73.13/week	\$3,853/year \$74.10/week	\$3,853/year \$74.10/week
- Individual + Children:	\$2,934/year \$56.42/week	\$3,084/year \$59.31/week	\$3,234/year \$62.19/week	\$3,384/year \$65.08/week	\$3,434/year \$66.04/week	\$3,434/year \$66.04/week

TA #13: **Article XV, Section 4 (“Delta Dental Benefits”):**

- The parties have agreed to amend Article XV, Section 4 as follows:

“Section 4 - DELTA DENTAL BENEFITS

The City shall provide individual or family (whichever is applicable) Dental Benefits Coverage to each member of the bargaining unit, which coverage shall be equivalent to Delta Dental -- Levels 1, 2, 3 and 4, with an annual \$1,800.00 maximum per member.

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>6/30/23</u>	<u>7/1/23 and thereafter:</u>
	<u>(prior CBA):</u>	
- Individual:	\$62/year \$1.19/week	\$62/year \$1.19/week
- Family:	\$192/year \$3.69/week	\$192/year \$3.69/week

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

TA #14: **Article XVI (the Detail Pay Provisions of the CBA):**

- The parties have agreed to amend Article XVI with respect to the Detail Pay Provisions, as set forth in ***EXHIBIT “A”*** to this Tentative Agreement.
 - ***SEE Exhibit “A”.***

TA #15: Article XXI, Section 1 (“Pension Plan and Benefits”), Subsection (B) (“Pension Contributions”), and NEW Section 4 (“Retirement Application Process”):

- The parties have agreed to amend Article XXI, Section 1, Subsection (B) to increase the required “Pre-Tax” Pension Contribution Payment percentage amounts set forth in Section 1(B) as follows; and to add a NEW Section 4 as follows:

“Section 1 – PENSION PLAN AND BENEFITS

...B. Pension Contributions.

Through June 30, 2019, the pension contribution rate for all members of the bargaining unit was ~~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 were ~~shall be~~ in accordance with the following scale, and the applicable pension contribution amount was ~~shall be~~ the designated percentage of a member’s “pension base” salary, which was ~~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>7/1/22-6/30/23 and thereafter:</u>	13.5% of “pension base” salary.

Effective as of July 1, 2023, 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>7/1/23-6/30/24:</u>	14% of “pension base” salary.
<u>7/1/24-6/30/25:</u>	14.5% of “pension base” salary.
<u>7/1/25-6/30/26:</u>	15% of “pension base” salary.
<u>7/1/26-6/30/27:</u>	15.5% of “pension base” salary.
<u>7/1/27 and thereafter:</u>	16% of “pension base” salary.

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

...

“Section 4 – RETIREMENT APPLICATION PROCESS

Any member who is eligible to retire on a Normal Retirement Pension (service retirement) or Disability Retirement Pension and submits an Application to retire, shall receive from the City’s Pension Office a written detailed breakdown and explanation of the City’s and/or the City’s actuary’s summary and calculation of the member’s “Retirement-Eligible Compensation”, Pension Contributions, and Pension Benefit Payment estimates and Options (including any available spousal or other Pension Benefit Payment “Options”), such as the final pension calculation report from the City’s actuary.”

TA #16: Article XXII, Section 1: (“Duration of Agreement”):

- The Collective Bargaining Agreement shall be for the four-year term beginning **July 1, 2023 and ending June 30, 2028.**

EXHIBIT "A"

- As stated above in **TA #13**, The parties have agreed to amend Article XVI with respect to the Detail Pay Provisions, as follows:

* Deleted language is ~~stricken and highlighted~~; new language is highlighted):

ARTICLE XVI

Section 1 - DETAIL LISTS AND DETAIL PAY

In order for any member of the bargaining unit to be eligible to be assigned 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.

Members who are not listed on one of the "Detail Lists" described in this Section 1 shall be eligible to work "leftover" unfilled Details only, and shall further only be eligible to work one (1) "leftover" unfilled Detail per week. The Detail Office must receive notice when a member who is not on one of the "Detail Lists" is scheduled to work a "leftover" unfilled Detail.

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 Uniform Division Detail List ~~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 on the Uniform Division Detail List may be assigned private duty details in any rank as part of their detail assignment rotation on the ~~a Detail~~ List, meaning that a detail assignment in any rank shall count as his/her turn in a Uniform Division 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. Supervisor’s Detail List.

There shall also be maintained by the Police Department a "Supervisor’s Detail List" that shall be made up of all members of the bargaining unit in the ranks of sergeant, lieutenant, and captain, and who are eligible to be assigned Supervisor-only Details (i.e., details assigned from the Supervisor’s Detail List are only details which require a supervisor in the rank of sergeant, lieutenant, or captain). The Supervisor’s 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 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 Supervisor’s 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. Members of the bargaining unit in the ranks of sergeant, lieutenant, and captain may be listed on both the Supervisor’s Detail List and any other Detail List described in this Section 1. Provided however, members who are listed only on the Supervisor’s Detail List and are thus not listed on any other Detail List described in this Section 1, shall only be eligible to work one (1) "non-supervisor" "leftover" unfilled Detail per week (as stated above).

Any member on the Supervisor's 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 Supervisor's Detail 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.

C. 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 during for the of April 1 through November 30 "Detail List Merger Period" of each year, and during any December 1 through March 31 "Detail List Merger Extension Period" in any 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.

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

In between April 1 through November 30 only of each year (the "Detail List Merger Period"), 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 merger of the Uniform Division Detail List and the Supplemental Non-Uniform Division Detail shall also be for purposes of the use of the Retired Members Detail List.

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.

E. December 1 through March 31 Extension of the Merger of the Uniform Division Detail List and the Supplemental Non-Uniform Division Detail List.

In addition to the April 1 through November 30 merger of the Uniform Division Detail List and the Supplemental Non-Uniform Division Detail List each year, prior to November 30 of each year the parties to this Agreement may agree to extend the merger of the Uniform Division Detail List and the Supplemental Non-Uniform Division Detail from December 1 through the following March 31 (the "Detail List Merger Extension Period"); provided however that at any time during said December 1 through March 31 merger extension period either party to this Agreement may provide notice in writing that the merger extension shall be suspended and ended until the start of the subsequent April 1 through November 30 "Detail List Merger Period". The merger of the Uniform Division Detail List and the Supplemental Non-Uniform Division Detail during any "Detail List Merger Extension Period" shall be for purposes of the assignment of private duty details from said

“Uniform/Non-Uniform Merged Detail List” while the extension period remains in effect, and shall also be for purposes of the use of the Retired Members Detail List.

F. 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 “Detail List Merger Period” of April 1 through November 30 of each year, and during any December 1 through March 31 “Detail List Merger Extension Period” in any 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.

G. 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.

Any member who is required to first report to the Police Department Headquarters in order to take a Detail Vehicle for use at a Detail (with the proper authorization from the Detail Office) and then report back to Headquarters after the Detail to return the Detail Vehicle, shall be paid for one (1) extra hour of 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 or the "Uniform/Non-Uniform Merged Detail List", whichever is applicable at that time, 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 or the "Uniform/Non-Uniform Merged Detail List", whichever is applicable at that time, 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, if applicable at that time, on a rotating basis; and
4. Fourth, only during any period in which the Retired Member Detail List is in effect (*see above*) ~~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 or the "Uniform/Non-Uniform Merged Detail List", whichever is applicable at that time.

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; DETAIL OFFENSES/VIOLATIONS AND PENALTIES

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 a ~~the Detail List detail list~~ without his/her consent, or unless the member has violated one of the following provisions relative to details.:

The following is a list of Detail "offenses/violations" and the penalties associated with such "offenses/violations":

TYPE OF OFFENSE/VIOLATION:

1. Type "A" Offense/Violations:

- Failure to appear at/show up to a scheduled Detail.
- Leaving a Detail early (without returning), without proper permission.
- Violation of Department Rules and Regulations while working at a Detail.
- If a member not listed on one of the "Detail Lists" accepts and works more than one (1) "leftover" unfilled Detail in a week.

2. Type “B” Offense/Violations:

- Arriving late to a Detail, unless a reasonable excuse is provided to the Detail Office.
 *If a member is working and is subject to a mandatory holdover thereby causing him/her to be unable to arrive at a scheduled Detail on time, the member must inform his/her Officer-in-Charge so the Officer-in-Charge can make a decision with respect to the holdover and coverage of the Detail.
- Trading a Detail with another member without notification to a Detail Officer prior to the start of the Detail.
- Assigning a Detail to another member without notification to a Detail Officer prior to the start of the Detail.
- Taking a Detail Vehicle to a Detail without the permission of a Detail Officer or the Officer-in-Charge at that time.
- Failure to properly utilize the Department’s Detail Vehicle keyboard (i.e., where the Department’s vehicle keys are kept) when taking a Detail Vehicle to a Detail (i.e., failure to return the keys, failure to use the Department keys, etc.).

3. Type “C” Offense/Violation:

- Accepting and/or working a Detail while suspended from a Detail List and/or from working Details.

PENALTIES:

* **Rolling Violation Periods:** Penalties are counted/accumulated during 12-month “rolling periods” starting with the “First Violation/Offense”, meaning the “rolling period” resets 12 months from the date of the “First Violation/Offense”. Therefore, cumulative penalties (i.e., second, third, fourth violations/offenses) only occur during that 12-month period.

* **Suspensions:** Suspension penalties mean a member is suspended from any Detail List which he/she is on for the specified suspension period, and/or that the member is suspended from and thus prohibited from accepting and working any Details during the specified suspension period whether or not the member is on a Detail list.

1. Type “A” Violations:

Detail Suspension:

- | | |
|--|--------------------|
| • First Violation/Offense in a 12-month “rolling period”: | 2 week suspension |
| • Second Violation/Offense in a 12-month “rolling period”: | 1 month suspension |
| • Third Violation/Offense in a 12-month “rolling period”: | 6 month suspension |

2. Type “B” Violations:

Detail Suspension:

- | | |
|---|-----------------|
| • First Violation/Offense in a 12-month “rolling period”: | Written Warning |
|---|-----------------|

- Second Violation/Offense in a 12-month “rolling period”: 1 week suspension
- Third Violation/Offense in a 12-month “rolling period”: 2 week suspension
- Fourth Violation/Offense in a 12-month “rolling period”: 1 month suspension
- Fifth Violation/Offense in a 12-month “rolling period”: 6 month suspension

3. <u>Type “C” Violation:</u>	<u>Detail Suspension:</u>
• First Violation/Offense in a 12-month “rolling period”:	Suspension doubled
• Second Violation/Offense in a 12-month “rolling period”:	Suspension Quadrupled
• Third Violation/Offense in a 12-month “rolling period”:	Permanent suspension from working Details

A. Failure to Appear at a Detail	<ul style="list-style-type: none"> • 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.
B. Unexcused Tardiness i.e., Unless a reasonable excuse is provided to the Detail Office	Same as "A "
C. Leaving Detail Early Without Obtaining Permission	Same as "A"
D. Trading Detail with Another Member Without Notification to the Detail Officer Prior to the start of the Detail	Same as "A "
E. Assigning Detail to Another Member Without Notification to the Detail Officer Prior to the start of the Detail	Same as "A "
F. Violation of Departmental Regulation While on Detail	Same as "A"

G. Accepting a Detail While Suspended from the Detail List	• 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 working the Details Lists, even if said suspension period carries over into the subsequent calendar year; and suspension time from working the Details Lists may only be served while the member is eligible to work details (i.e., not while IOD or out on sick leave).

Any member who receives a permanent suspension (i.e., "ban") from working details in accordance with the Type "C" Violation penalty listed above, may appeal said permanent suspension to the Detail Office after a 12-month period. Appeals shall be at the discretion of the Detail Office.

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.

<u>Police Officer Staffing Required at the Detail:</u>	<u>Composition of the Police Officer Staffing at the Detail:</u>	<u>Number of Supervisors Required at the Detail:</u> <ul style="list-style-type: none">• <i>Lieutenants & Captains</i>• <i>These are over and above the Police Officer Staffing Numbers</i>
1	1 Patrol Officer	0
2	2 Patrol Officers	0
3	3 Patrol Officers <i>or</i> 2 Patrol Officers & 1 Sergeant	0
4	3 Patrol Officers & 1 Sergeant	0
5	4 Patrol Officers & 1 Sergeant <i>or</i> 3 Patrol Officers & 2 Sergeants	<i>possibly 1 Lieutenant (as determined by the Detail Office)</i>
6	5 Patrol Officers & 1 Sergeant	1 Lieutenant
7	6 Patrol Officers & 1 Sergeant	1 Lieutenant
8	6 Patrol Officers & 2 Sergeants	1 Lieutenant
9	7 Patrol Officers & 2 Sergeants	1 Lieutenant
10	8 Patrol Officers & 2 Sergeants	1 Lieutenant
11	9 Patrol Officers & 2 Sergeants	1 Lieutenant
12	10 Patrol Officers & 2 Sergeants	2 Lieutenants
13	11 Patrol Officers & 2 Sergeants	2 Lieutenants
14	12 Patrol Officers & 2 Sergeants	2 Lieutenants
15	12 Patrol Officers & 3 Sergeants	2 Lieutenants & 1 Captain
15+	• Add an additional Sergeant for every 5 additional Patrol Officers (i.e., at 17 Patrol Officers add a 4 th Sergeant, then at 22, 27, etc.)	

- Add an additional Lieutenant for every 6 additional Patrol Officers (i.e., at 18 Patrol Officers add a 3rd Lieutenant, then at 24, 30, etc.)
- Add an additional Captain for every 15 additional Patrol Officers (i.e., at 27 Patrol Officers add a 2nd Captain, then at 42, 57, etc.)

<u>TOTAL DETAIL MANPOWER</u>	<u>COMPOSITION OF MANPOWER</u>
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 Patrol Officers
26-29	1 Captain, 4 Lieutenants, 4 Sergeants, 17-20 Patrol Officers
30	1 Captain, 4 Lieutenants, 4 Sergeants, 21 Patrol Officers

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

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.”

JULY 1, 2023 - JUNE 30, 2028 COLLECTIVE BARGAINING AGREEMENT

TENTATIVE AGREEMENT PART B – THE PROMOTIONAL PROCESS AMENDMENTS

TA #17: Article IV; and Article III, Section 8 (“Seniority within the Investigative Division”):

- Article IV and Article III, Section 8 shall be amended as follows (deleted language is ~~stricken and highlighted~~; new language is highlighted):

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. In order to be eligible for promotion to any superior rank, a member must possess the applicable number of completed years of service time in “rank”, as set forth in Section 3 below, on the date on which the Promotional Examination Process or Promotional Selection Process, whichever is applicable (*see further below*), is officially announced in writing by the Department. ~~; 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.~~

A. General Provisions.

Promotions to the rank of sergeant and lieutenant, ~~and captain,~~ and promotions to all the positions of the rank of detective within the Investigative Division (i.e., all detective patrolmen and patrolwomen in all Bureaus and Units of the Investigative Division, including but not limited to the Detective Bureau, Juvenile Bureau, and Bureau of Criminal Investigation [“BCI”] ~~only, as explained further below~~) shall be made from the ranks of the permanent Police Department through ~~on a competitive~~ **Promotional Examination Process** basis, as set forth below. ~~A Separate~~ promotional examinations shall be given for promotions to the Detective Bureau and Juvenile Detective Bureau (the “Detective Exam”), and for promotions to BCI (the “BCI Detective Exam”).

Promotions to the rank of captain shall be made from the ranks of the permanent Police Department through the **Promotional Selection Process** set forth below.

The following is a schedule of the number of years an individual must have served and completed as of the date a Promotional Examination Process or Promotional Selection Process is announced by the Police Department, before being eligible to take said the promotional examination or be selected 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/BCI	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 (i.e., the ranks of sergeant and above) 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 and provide a written notice of the fact that a Promotional Examinations Process or Promotional Selection Process, whichever is applicable, will take place ~~be given~~ for various promotional lists. The Notice of a Promotional Examinations Process will indicate to the applicants the sources of material for the written

examination portion of said examination process, as set forth below. ~~Said notice of posting~~ The Notice of a Promotional Examination Process or a Promotional Selection Process shall also contain within it a cut-off date for applications, and ~~shall contain within its~~ eligibility requirements (i.e., the Years of Service eligibility requirements set forth above) for the various positions being advertised, and ~~also~~ shall list the number of vacancies to be filled on said resulting Promotional ~~examination~~ List. The number of vacancies, however, shall be ~~limited~~ as follows:

Sergeant -- ~~no more than~~ 10;
Lieutenant -- ~~no more than~~ 5 6;
Captain -- ~~no more than~~ 3; and
Detective (Detective Bureau and Juvenile Bureau) -- ~~no more than~~ 10 15,
BCI -- 5.

***OPTION "A" for the Detective Exam Process – "Merged Detective Promotional Exam":** In the event the parties to this Tentative Agreement ultimately agree (based upon the vote of the parties' ratifying authorities) to adopt the new "merged" Promotional Exam for the Detective Bureau and Juvenile Detective Bureau, the new language addressing the procedural aspects of the use of the "merged" 15-candidate Detective Exam Promotional List (for the separate Detective Bureau and Youth Services Bureau) in accordance with seniority rights is incorporated into Article III, Section 8 ("Seniority Within the Investigative Division"), at the end of this *Tentative Agreement*.

***OPTION "B" for the Detective Exam Process – Separate Promotional Exams for the Detective Bureau and Juvenile Detective Bureau:** In the event the parties to this Tentative Agreement ultimately agree (based upon the vote of the parties' ratifying authorities) to maintain the current separate Promotional Exams for the Detective Bureau and Juvenile Detective Bureau, then the "numbers of vacancies" per List set forth above shall be **ten (10) per List**, and the Examination Scoring as set forth below in Section (B) shall remain as amended at 80% Written Examination Points, 6% Education/Military Points, and 14% Seniority Points; and the new language addressing the procedural aspects of the use of the "merged" 15-candidate Detective Exam Promotional List (for the separate Detective Bureau and Youth Services Bureau) in accordance with seniority rights set forth at the end of this *Tentative Agreement* shall NOT be effective.

After said posting, the number of vacancies to be filled shall not be increased or decreased, and at no time shall the number be more than the limits set forth in the preceding sentence.

Once the promotional application deadline has expired, the Promotional Examinations or Promotional Selection Process will be administered by the Providence Police Department. If any member intends to withdraw from a Promotional Examination Process or Promotional Selection process, he/she must do so by providing written notice to the Police Department no less than seven (7) days prior to the administration of the written examination or prior to the selection process.

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. Promotional Examination Process for Promotions to the Rank of Sergeant, Rank of Lieutenant, and Position Rank of Detective.

This Subsection (B) shall apply to promotions to the rank of sergeant and lieutenant and to promotions to the rank ~~position~~ of detective in the Investigative Division (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:~~

The Promotional Examination Process for the ranks of sergeant and lieutenant shall be comprised of the following components and corresponding scoring percentage allocations:

<u>Promotional Examination Process Component:</u>	<u>Percentage of Total Score (of 100 Total Points):</u>
• Written Promotional Examination - <i>SEE (1) below</i>	65% / maximum 65 points
• Education Points - <i>SEE (2) below</i>	6% / maximum 6 points
• Seniority Points - <i>SEE (2) below</i>	14% / maximum 14 points
• Promotion Rank Assessment Process - <i>SEE (3) below</i>	15% / maximum 15 points

The Promotional Examination Process for the rank of detective (including BCI detective) shall be comprised of the following components and corresponding scoring percentage allocations:

<u>Promotional Examination Process Component:</u>	<u>Percentage of Total Score (of 100 Total Points):</u>
• Written Promotional Examination - <i>SEE (1) below</i>	80% / maximum 80 points
• Education Points - <i>SEE (2) below</i>	6% / maximum 6 points
• Seniority Points - <i>SEE (2) below</i>	14% / maximum 14 points

(1) Written Promotional Examinations:

(a) General Provisions:

All written promotional examination portions of a Promotional Examination Process shall be formulated and administered by a qualified professional private vendor, university or college (i.e., the “police testing vendor/service”) selected by the City of Providence. Members taking a written promotional examination shall be permitted a minimum of four (4) weeks to a maximum of five (5) weeks of study time. A member of the bargaining unit who is a candidate in a Sergeant’s Promotional Process must receive at least a 70% score on the written promotional examination in order to qualify for a promotion to the rank of Sergeant; a member of the bargaining unit who is a candidate

in a Lieutenant's Promotional Process must receive at least a 75% score on the written promotional examination in order to qualify for a promotion to the rank of Lieutenant; and a member of the bargaining unit who is a candidate in a Detective's Promotional Process must receive at least a 70% score on the written promotional examination in order to qualify for a promotion to the rank of Detective.

The use of the term "written promotional examination" throughout this Article IV, Section 3 of the CBA (and elsewhere in the CBA where applicable) shall be interpreted and applied in all respects to equally mean: (a) a traditional "written examination" format with the use of paper examinations and pencils, and (b) a computerized-based written examination format. Thus, the UPS delivery requirements for the paper examination format shall not be applicable to any computerized-based written examination format, but a similar safe delivery process shall be utilized in order to preserve the integrity of said computerized-based written examinations (i.e. through a protected e-mail system or similar protected digital delivery system).

(b) Written Examination Administration Provisions:

This Subsection 1(b) shall govern the Police Department's administration of all written promotional examinations, and shall be strictly adhered to by any and all parties associated with such administration.

As soon as a police testing vendor/service has been contracted to formulate and administer a written promotional 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 vendor/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 vendor/service, shall be permitted to communicate with the police testing vendor/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 vendor/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 of the delivery and administration of the written promotional examination may 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. Furthermore, the Department shall request from the police testing vendor/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 herein, and a copy of said letter shall be provided to the Union.

(c) Written Examination for Promotion to the Rank of Sergeant:

The written promotional examination for the Sergeant's Promotional Examination Process shall come from the following four (4) sources:

- (i) 25% shall come from Titles 11 and 12 of the Rhode Island General Laws;
- (ii) 25% shall come from Titles 3 and 31 of the Rhode Island General Laws;
- (iii) 25% shall come from the Rules and Regulations and General Orders of the Providence Police Department, and from select City of Providence Ordinances (which specific Ordinances shall be set forth in the written examination study materials; and
- (iv) 25% shall come from an outside source to be determined by the City; provided however no more than 200 pages of said outside source shall be used for the examination, which pages shall be specified by the Department and made known to all candidates at the commencement of the written examination study period.

(d) Written Examination for Promotion to the Rank of Lieutenant:

The written promotional examination for the Lieutenant's Promotional Examination Process shall come from the following four (4) sources:

- (i) 25% shall come from Titles 11 and 12 of the Rhode Island General Laws;
- (ii) 25% shall come from Titles 3 and 31 of the Rhode Island General Laws;
- (iii) 25% shall come from the Rules and Regulations and General Orders of the Providence Police Department, and from select City of Providence Ordinances (which specific Ordinances shall be specified by the Department and made known to all candidates at the commencement of the written examination study period; and

(iv) 25% shall come from an outside source to be determined by the City; provided however no more than 200 pages of said outside source shall be used for the examination, which pages shall be specified by the Department and made known to all candidates at the commencement of the written examination study period.

(e) Written Examination for Promotion to the Rank of Detective (Detective Bureau and Juvenile Detective Bureau/Youth Services Bureau):

The written promotional examination for the Detective's Promotional Examination Process shall come from the following four (4) sources, and shall be comprised of one hundred (100) multiple choice and true and false type questions:

(i) 25% shall come from Titles 11, 12, and 31 of the Rhode Island General Laws, provided that the Department shall specify which portions of Title 31 are applicable to the Detective Promotional Examination;

(ii) 25% shall come from an outside source which concerns police investigation procedure, to be determined by the City; provided however no more than 200 pages of said outside source shall be used for the examination, which pages shall be specified by the Department and made known to all candidates at the commencement of the written examination study period;

(iii) 20% shall come from the General Orders of the Providence Police Department pertaining only to Investigation matters; and

(iv) 30% shall come from the Providence Police Department *Investigators' Manual* and the Attorney General's *Law Enforcement Training Manual "Understanding Family Court and Juvenile Delinquency"*.

(f) Written Examination for Promotion to the BCI Detective:

The source(s) for the written promotional examination for the BCI Detective's Promotional Examination Process shall come from reference sources selected by the Providence Police Department, which reference sources shall be specified by the Department and made known to all candidates at the commencement of the written examination study period and which shall include the Providence Police Department BCI-information Handout; and said written examination shall consist of one hundred (100) multiple choice and true and false type questions, and shall be administered by the Providence Police Department.

(g) Written Examination Review Process and Expedited Grievance Procedure:

After written promotional examinations are graded by the police testing vendor/service and received by the City, the graded examinations shall be made available for inspection immediately thereafter by any member who took the examination for the purposes of reviewing same, and the Department shall conduct a Review Session for the candidates no later than one (1) week following the administration of the examination. This process shall take place before the Promotional List is posted.

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.

(2) Education Points and Seniority Points:

20% ~~10%~~ of the ~~said~~ Promotional Examination Process score shall consist of percentages being awarded for Education Points and ~~department~~ Seniority Points in accordance with the following schedules:

(a) Education Points:

- Master's Degree: 6 points
- Bachelor's Degree: 5 points
- Associate's Degree: 4 points
- 60 credits in a designated field of study towards
Completion of a Bachelor's Degree: 4 points
- 31-45 credits or 4 years of Military Service: 3 points
- 16-30 credits or 3 years of Military Service: 2 points

With respect to Education Points, a member of the bargaining unit/candidate must actually have either a Bachelor's Degree or an Associate's Degree issued by the applicable educational institution; so-called "equivalency degrees" shall not be acceptable as degrees.

With respect to Military Service, "Military Service" shall mean any service on a voluntary or involuntary basis in the Armed Forces, the Army National Guard, or the Air National Guard, when engaged in active duty, active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service.

(b) Seniority Points for Promotion to the Ranks of Detective and Sergeant:

<u>Years of Completed Service:</u>	<u>Points:</u>
20 and over years completed	14 points
19 years completed	13.3 points
18 years completed	12.6 points
17 years completed	11.9 points
16 years completed	11.2 points
15 years completed	10.5 points
14 years completed	9.8 points
13 years completed	9.1 points
12 years completed	8.4 points
11 years completed	7.7 points
10 years completed	7 points
9 years completed	6.3 points
8 years completed	5.6 points
7 years completed	4.9 points
6 years completed	4.2 points
5 years completed	3.5 points
4 years completed	2.8 points
3 years completed	2.1 points
2 years completed	1.4 points
1 year completed	.7 point

(c) Seniority Points for Promotion to the Rank of Lieutenant:

<u>Years of Completed Service</u>	<u>Points:</u>
14 and over years completed	7 points
13 years completed	6.5 points
12 years completed	6 points
11 years completed	5.5 points
10 years completed	5 points
9 years completed	4.5 points
8 years completed	4 points
7 years completed	3.5 points
6 years completed	3 points
5 years completed	2.5 points
4 years completed	2 points
3 years completed	1.5 points
2 years completed	1 point
1 year completed	.5 point

<u>Years of Completed Service as a Sergeant</u>	<u>Points:</u>
14 and over years completed	7 points
13 years completed	6.5 points
12 years completed	6 points
11 years completed	5.5 points
10 years completed	5 points
9 years completed	4.5 points
8 years completed	4 point
7 years completed	3.5 points
6 years completed	3 points
5 years completed	2.5 points
4 years completed	2 points
3 years completed	1.5 points
2 years completed	1 points
1 year completed	.5 point

Candidates must possess the appropriate completed Education degree and/or number of Education credits, the completed number of Military Service years, and/or the completed years for Seniority purposes, as of the cut-off date announced by the Police Department in the applicable Promotional Examination Process Notice.

(3) Promotion Rank Assessment Process Points for the Sergeant’s Promotional Examination Process and Lieutenant’s Promotional Examination Process only:

As set forth above, the Promotion Rank Assessment Process portion of the Sergeant’s Promotional Examination Process and Lieutenant’s Promotional Examination Process shall make up 15% of the Total Score for each such Promotional Process for a maximum 15 points per candidate. The Promotion Rank Assessment Process shall be administered as follows.

The components of each Promotion Rank Assessment Process shall be developed by an external assessment center professional and/or organization, in conjunction with other training resources and/or a human resource professional, including the assessment and examination materials and the development of questions and answer criteria used for the Assessment Process (as explained further below). The external assessment center professional and/or organization shall also be utilized to provide required training support to the members of the Selection Panel / Board prior to the administration of the Assessment Process, as well as for briefing of and support to the Selection Panel /Board during the Assessment Process with respect to matters such as the process and scoring and to ensure that scoring is performed effectively and with integrity and consistency.

(a) Candidates for the Rank Assessment Process Portion of the Sergeant's Promotional Examination Process and Lieutenant's Promotional Examination Process.

The twenty (20) highest scoring candidates in a Sergeant's Promotional Examination Process after the completion of the written examination process plus the addition of Education Points and Seniority Points (i.e., after those 85-point maximum scores have been finalized and ranked in order ... and thus the 20 candidates with the highest scores of 85 points) shall be deemed eligible to move forward to the Sergeant's Promotion Rank Assessment Process (unless there is a tie at #20 in which case all tied at that score would move forward to the Assessment Process).

The twelve (12) highest scoring candidates in a Lieutenant's Promotional Examination Process after the completion of the written examination process plus the addition of Education Points and Seniority Points (i.e., after those 85-point maximum scores have been finalized and ranked in order ... and thus the 12 candidates with the highest scores of 85 points) shall be deemed eligible to move forward to the Lieutenant's Promotion Rank Assessment Process (unless there is a tie at #12 in which case all tied at that score would move forward to the Assessment Process).

(b) Assessment Process General Criteria.

The Assessment Process portion of the Sergeant's Promotional Examination Process and Lieutenant's Promotional Examination Process shall involve a comprehensive evaluation of five (5) core proficiencies for the Sergeant and Lieutenant ranks. These proficiencies include:

Rank of Sergeant:

1. **Independent Judgment:** The ability to make sound decisions, situationally and autonomously.
2. **Operational Leadership:** Demonstrating effective leadership in day-to-day operations and as a leader to a unit, such as in the Patrol Bureau.
3. **Compliance Knowledge:** Understanding and adherence to relevant policies, regulations, and laws.
4. **Human Capital Management:** Skills in managing and leading a team of officers.
5. **Communication:** Proficiency in conveying information clearly and effectively.

Rank of Lieutenant:

1. **Independent Judgment:** The ability to make strategic decisions for the span of control and department.

2. **Transformational Leadership:** Capability to inspire and drive positive change, manage, and invest into subordinates' performance and professional development.
3. **Compliance Knowledge:** Expertise in ensuring adherence to policies, regulations, and laws.
4. **Human Capital Management:** Skills in managing personnel at a higher level.
5. **Communication:** Proficiency in strategic communication and coordination.

(c) Assessment Process Format.

Eligible candidates (as explained above) will participate in an Assessment (Evaluation) Process (similar in nature and format to an Assessment Center Process) which is made up of a weighted process of three (3) different evaluations encompassing an oral interview, a written report evaluation assessment, and a behavioral/situational exercise assessment. The cumulative score across all three (3) evaluations will contribute to the maximum of 15 points per candidate (i.e., 15% of the Total Score for each Promotional Process) pursuant to the scores issued from each evaluation. The Assessment Process format and percentage scoring system shall be as follows:

Sergeant's Promotional Examination Assessment Process Format and Scoring:

1. **Oral Interview (30% of the Sergeant's Assessment Process Score):** Candidates will engage in a discussion with the Selection Panel / Board assessing their ability to communicate, make decisions, and exhibit leadership qualities in the role of a sergeant. The oral interview involves a communicative assessment of the pre-defined competencies associated with the rank.

*In advance of the oral interview, candidates will be provided study/preparation materials to review which are related to the questions and topics which will be included in and addressed in the oral interview.

*Candidates are permitted to bring at least 1 page of handwritten or typed "notes" into the interview, which may be inspected by the Selection Panel/Board prior to the interview.

2. **Written Report Evaluation (50% of the Sergeant's Assessment Process Score):** Candidates will be presented with a patrol officer "mock-arrest report" and shall be required to review the report and identify missing components and/or define the criteria required to be included in such a report. This review exercise involves a thorough review of candidates' documented knowledge of report-writing and analysis, decision-making processes, and analytical skills.

This is an assessment of writing review, inspecting, and compliance skills for the rank of sergeant.

3. **Situational/Scenario Exercise (20% of the Sergeant's Assessment Process Score):** Candidates will be presented with "real-world policing scenarios" and asked to analyze the situation, present their approach to and opinion of a sergeant's role in such situation, and showcase their practical application of competencies in assessing the situation as a sergeant.

Lieutenant's Promotional Examination Assessment Process Format and Scoring:

1. **Oral Interview (40% of the Lieutenant's Assessment Process Score):** Candidates will engage in a discussion with the Selection Panel / Board assessing their ability to communicate, make decisions, and exhibit leadership qualities in the role of a lieutenant. The oral interview involves a communicative assessment of the pre-defined competencies associated with the rank.

*In advance of the oral interview, candidates will be provided study/preparation materials to review which are related to the questions and topics which will be included in and addressed in the oral interview.

*Candidates are permitted to bring at least 1 page of handwritten or typed "notes" into the interview, which may be inspected by the Selection Panel/Board prior to the interview.

2. **Written/Report Evaluation (40% of the Lieutenant's Assessment Process Score):** Candidates will be presented with a "mock-arrest report" and shall be required to review the report and identify missing components and/or define the criteria required to be included in such a report. This review exercise involves a thorough review of candidates' documented knowledge of report-writing and analysis, decision-making processes, and analytical skills. This is an assessment of writing review, inspecting, and compliance skills for the rank of lieutenant.

3. **Situational/Scenario Exercise (20% of the Lieutenant's Assessment Process Score):** Candidates will be presented with "real-world policing scenarios" and asked to analyze the situation, present their approach to and opinion of a lieutenant's role in such situation, and showcase their practical application of competencies in assessing the situation as a lieutenant.

(d) Scoring Process and Mechanism.

The following 5-point general scoring rubric shall be utilized by the members of the Selection Panel / Board in the scoring of each of the three (3) evaluation portions of the Assessment Process. Moreover, each of the three (3) evaluation portions of the Assessment Process shall be judged and scored in accordance with a written detailed scoring and evaluation “scoresheet” to be used and completed by the members of the Selection Panel / Board, setting forth various questions/elements of the evaluation associated with scoring criteria and the members’ scores. The members of the Selection Panel / Board shall receive training from the external assessment center professional and/or organization prior to the administration of the Assessment Process and shall receive support during the Assessment Process from the external assessment center professional and/or organization with respect to scoring and the evaluation “scoresheet” and the various questions/elements of the evaluation associated with scoring criteria and the members’ scores, in order to protect integrity of the process and systematic autonomy and reliability.

1. Oral Interview Rubric:

Proficiency Areas:

- 1. Independent Judgment:**
 - 2. Operational/Transformational Leadership:**
 - 3. Compliance Knowledge:**
 - 4. Human Capital Management:**
 - 5. Communication:**
-
- **1 Point (Insufficient):** Candidate struggles to effectively communicate to the specific proficiency evaluated in the oral interview, with limited ability in the given area. Consistently shows difficulty meeting the basic requirements and communication of what's asked.
 - **2 Points (Basic):** Candidate exhibits basic ability in the specific proficiency in the oral interview, with occasional lapses in meeting requirements, some info/data is missing. Demonstrates a limited ability to perform at an intermediate level.
 - **3 Points (Proficient):** Candidate communicates satisfactory ability in the specific proficiency evaluated in the oral interview, consistently meeting the basic requirements. Displays a consistent ability to perform at a proficient level in various scenarios or core duty/process and in responding to the questions asked.
 - **4 Points (Advanced):** Candidate consistently demonstrates and communicates advanced ability in the specific proficiency in the oral interview, exceeding basic requirements. Shows advanced ability in handling complex scenarios and performing at a high level.

- **5 Points (Exceptional):** Candidate excels in the specific proficiency in the oral interview, demonstrating exceptional ability. Displays a high level of competence and excellence in handling the most complex scenarios, factors, best practice standards within the proficiency area.

2. Written Report Evaluation Rubric:

Proficiency Areas:

1. **Independent Judgment:**
2. **Operational/Transformational Leadership:**
3. **Compliance Knowledge:**
4. **Human Capital Management:**
5. **Communication:**

- **1 Point (Insufficient):** Candidate struggles to demonstrate the specific proficiency in the written report evaluation, with limited ability in the given area. Consistently shows difficulty meeting the basic requirements, identifying minimal to no considerations in the report being evaluated.
- **2 Points (Basic):** Candidate exhibits basic ability in the specific proficiency in the written report evaluation, with occasional lapses in meeting requirements. Demonstrates a limited ability to perform at an intermediate level.
- **3 Points (Proficient):** Candidate demonstrates satisfactory ability in the specific proficiency in the written report evaluation, consistently meeting the basic requirements. Displays a consistent ability to perform and review such a document at a proficient level.
- **4 Points (Advanced):** Candidate consistently displays advanced ability in the specific proficiency in the written report evaluation, exceeding basic requirements. Shows ability in handling complex scenarios, review of complex information therein, and performing at an advanced level.
- **5 Points (Exceptional):** Candidate excels in the specific proficiency in the written report evaluation, demonstrating exceptional ability. Displays a high level of competence and excellence in handling the most complex scenarios within the proficiency area.

3. Behavioral/Situational Exercise Assessment Rubric:

Proficiency Areas:

1. **Independent Judgment:**
2. **Operational/Transformational Leadership:**
3. **Compliance Knowledge:**
4. **Human Capital Management:**
5. **Communication:**

- **1 Point (Insufficient):** Candidate struggles to demonstrate the specific proficiency in the situational/scenario exercise, with limited ability in the given area. Consistently shows difficulty meeting the basic requirements and solving the exercise provided.
- **2 Points (Basic):** Candidate exhibits basic ability in the specific proficiency in the situational/scenario exercise, with occasional lapses in meeting requirements. Demonstrates a limited ability to perform at an intermediate level.
- **3 Points (Proficient):** Candidate demonstrates satisfactory ability in the specific proficiency in the situational/scenario exercise, consistently meeting the general and most critical requirements. Displays a consistent ability to perform at a proficient level in various scenarios.
- **4 Points (Advanced):** Candidate consistently displays advanced ability in the specific proficiency in the situational/scenario exercise, exceeding basic requirements. Shows ability in handling complex scenarios and performing at an advanced level.
- **5 Points (Exceptional):** Candidate excels in the specific proficiency in the situational/scenario exercise, demonstrating exceptional ability. Displays a high level of competence and excellence in handling the most complex scenarios within the exercise provided.

(e) Final Assessment Process Scores.

The points earned from the percentage scores resulting from the Assessment Process are as follows, which comprise the potential maximum of fifteen (15) total points:

<u>Total Points:</u>	<u>Total Percentage "Range" Scores from the Assessment Process:</u>
0 Points	24% and under
1 Point	25% - 29%
2 Points	30% - 34%
3 Points	35% - 39%
4 Points	40% - 44%
5 Points	45% - 49%
6 Points	50% - 54%
7 Points	55% - 59%
8 Points	60% - 64%
9 Points	65% - 69%
10 Points	70% - 74%
11 Points	75% - 79%
12 Points	80% - 84%
13 Points	85% - 89%

14 Points	90% - 94%
15 Points	95% - 100%

(f) Assessment Process Selection Panel / Board

The Selection Panel / Board chosen and utilized for each Assessment Process shall be comprised as follows:

- **Board/Panel Member #1:** An active police officer from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional and/or organization (*see below*), of equal or higher rank than the rank being tested.
- **Board/Panel Member #2:** An active police officer from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional and/or organization (*see below*), of equal or higher rank than the rank being tested.
- **Board/Panel Member #3:** An active or retired police officer from an outside Police Department of comparable or larger size than the Providence Police Department, chosen by an external assessment center professional and/or organization (*see below*), of equal or higher rank than the rank being tested.

The Selection Panel / Board Members listed above shall be selected and provided by the external assessment center professional and/or organization chosen and utilized by the City to develop the components of the Promotion Rank Assessment Process (as referenced above), or by another external assessment center professional and/or organization chosen by the City if necessary, which external assessment center professional and/or organization shall (as stated above) also be utilized to provide required training support to the members of the Selection Panel / Board prior to the administration of the Assessment Process, as well as for briefing of and support to the Selection Panel / Board during the Assessment Process with respect to matters such as the process and scoring and to ensure that scoring is performed effectively and with integrity and consistency.

Review of the Assessment Process Selection Panel / Board Provisions:

After at least one (1) Sergeant’s Promotional Examination Process (including the Assessment Process) has been administered and at least one (1) Lieutenant’s Promotional Examination Process (including the Assessment Process) has been administered, representatives of the Department and the FOP shall meet, review, and assess the results of the

administration of the Assessment Processes which utilized "outside Police Department" Panel / Board Members, including any positives and negatives of the processes, and shall decide whether or not to maintain the process "as is" or to utilize a different format for the selection and make-up of the Selection Panel / Board, including but not limited to using "internal Department" members; provided however that any change from the above-stated format must be agreed upon by both parties in writing and a change cannot be implemented unilaterally.

The parties shall continue to meet and negotiate for a period of no more than three (3) months from the date of the first meeting over the administration and make-up of the Assessment Process Selection Panel / Board, 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 below).

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

In the event the non-binding Mediation is deemed unsuccessful by the Mediator, then the administration and make-up of the Assessment Process Selection Panel / Board shall remain "as is" as stated above.

Two (2) Assessment Process "Observers" shall also be utilized with the Selection Panel / Board for the Assessment Process, which Observers shall be designated to observe the entire Assessment Process and scoring process as an enhancement to the integrity measures, and where applicable to provide general insight and constructive commentary to the Selection Panel / Board; but the Observers shall possess no evaluation, scoring, or assessment involvement in the process. The Observers shall be chosen as follows:

- **Union Observer Representative:** An active or retired member of the FOP Board of Directors or other member of the FOP as designated by the FOP, of equal or higher rank than the rank being tested.

- **Department Observer Representative:** An active or retired representative designated by the Police Department, such as a representative of the Department or from the City's Department of Human Resources, of equal or higher rank than the rank being tested.

(g) Assessment Process Scoring and Evaluation Guidelines and Integrity Measures; Review Process.

All Selection Panel / Board members and Observers shall be required to certify in writing that no representative of the City and/or the Police Department Administration, no representative of the FOP, and no Promotional Process candidates have discussed with them, prior to or at any time during the complete Assessment Process: any specific candidates, any preference for the promotion of any specific candidates, and any of the candidates' scores heading into the Assessment Process from the written examination portion and seniority and education points.

All Selection Panel / Board members and Observers shall be required to certify in writing that they have not spoken with any Promotional Process candidates, prior to or at any time during the complete Assessment Process, with respect to: any of the candidates' scores heading into the Assessment Process from the written examination portion and seniority and education points, any of the candidates' performances in the Assessment Process, and/or any of the contents of the Assessment Process.

Selection Panel / Board members shall be permitted, in the presence of the Observers, to discuss among themselves the performance of any Promotional Process candidates from the Assessment Process and the scoring of any Promotional Process candidates from the Assessment Process, but shall be prohibited from discussing these matters with any representative of the City and/or the Police Department Administration, any representative of the FOP, and any Promotional Process candidates, prior to the submitting their final scores from the Assessment Process.

The entire Assessment Process shall be video-taped for review by the Promotional Process candidates after final scores have been submitted by the Selection Panel / Board (candidates may only review their own videos and not videos of other candidates' performances). Thereafter, candidates shall be provided with an expedited review and expedited grievance process, during which time candidates may file grievances only citing specific questions and/or answers and/or scores from their detailed "scoring rubrics". That is, candidates cannot file "general grievances" over the process without specifying the subject of the grievance. The Selection Panel / Board members, in the presence of the Observers, shall consider all grievances and shall be the final decision-makers with respect to the expedited review/grievance process.

~~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.~~

(4) Promotional Lists and Promotions:

Upon completion of the entire Promotional Examination Process, a Promotional List shall be prepared and posted within thirty (30) days after said examination results are received from the applicable entity and calculated, ~~selected university or college~~ wherein the highest-ranking candidates necessary to fill the slots on the Promotional List will be assigned to said list and ranked in order of the candidates' final total scores from the Promotional Examination Process scoring components and corresponding scoring percentage allocations are set forth above. ~~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 ~~completed~~ department years of service 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/her 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.

**** Former Section "B" language for sake of comparison:***

~~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. Promotional Selection Process for 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 not involve the use of a Promotional Examination process as is set forth in Subsections (A) and (B) above, but shall be determined through the following Captain's Promotional Selection Process for the promotion of three (3) Captains per Captain's Promotional Selection Process.

(1) Prior to the selection of any Lieutenant for promotion to the rank of Captain hereunder, the up-to-date Seniority list and any eligibility factors (i.e., the required years of seniority in the rank of Lieutenant, as set forth above) applicable to any Lieutenants eligible to be promoted to the rank of Captain shall be reviewed and verified by the parties.

(2) The Captain's Promotional Selection Process shall be implemented as follows:

(i) the First of the three (3) Captains selected shall be selected by an administrative appointment, meaning that the Chief of Police will, in his/her sole discretion, have the ability to select an eligible Lieutenant to fill the first Captain position.

(ii) the Second of the three (3) Captains selected shall be selected by an administrative appointment, meaning that the Chief of Police will, in his/her sole discretion, have the ability to select an eligible Lieutenant to fill the second Captain position.

(iii) the Third of the three (3) Captains selected shall be selected on the basis of rank seniority, meaning that the most senior (in rank seniority as a Lieutenant) eligible Lieutenant shall be selected to fill the third Captain position.

After a Captain's Promotional Selection Process has been completed with the promotion of three (3) Captains, the next Captain's Promotional Selection Process shall be administered in the same manner and order.

The Union agrees that no grievances or challenges to the filling of vacancies in the rank of Captain in accordance with the above-described method will be filed or brought by the Union or any of its members as a result of this method of selection.

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 III

...

NOTE – The amended language below is contingent upon the parties' adoption of OPTION "A" for the Detective Exam Process – "Merged Detective Promotional Exam":

Section 8 – SENIORITY WITHIN THE INVESTIGATIVE DIVISION

In conjunction with Article IV, Section 3, Subsection (A)'s ~~(first paragraph)~~ requirement that separate promotional examinations shall be given for promotions to: (1) the Detective Bureau and Juvenile Detective Bureau of the Investigative Division (the "Detective Exam"), and (2) to the BCI (the "BCI Detective Exam") of the Investigative Division ~~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.

That is, with respect to the maintenance of these separate and distinct seniority rights within each of the Detective Bureau and the Juvenile Detective Bureau of the Investigative Division, when the Department determines that a vacancy exists within either Bureau:

- (a) The members within said Bureau (i.e., the Detective Bureau or the Juvenile Detective Bureau), as determined by seniority within that Bureau, shall have the first priority to move to said vacant position within that Bureau,
- (b) If no members of that Bureau elect to move to the vacant position, then the members within the other Bureau (i.e., either the Detective Bureau or the Juvenile Detective Bureau), as determined by seniority within that Bureau, shall have the next priority to move to said vacant position within the other Bureau,
- (c) If a member of a Bureau elects to fill the vacancy in accordance with (a) or (b) above, then other members of said Bureau shall have the ability to fill, as determined by seniority within that Bureau, the vacancy left by said movement, and
- (d) After the completion of the process set forth in (c) above, then the next highest-ranked candidate on the Detective Exam Promotional List shall be promoted to fill the last-standing vacant position.
- (e) However, if no members of either Bureau elect to move to the initial vacant position in accordance with (a) or (b) above, then the next highest-ranked candidate on the Detective Exam Promotional List shall be promoted to fill said vacant position.

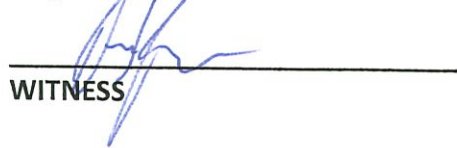
WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures as of the date set forth above.

CITY OF PROVIDENCE

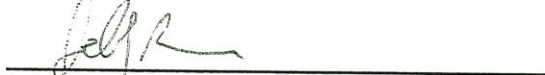


By: BRETT P. SMILEY,
Mayor of the City of Providence


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WITNESS

Approved as to Form and Correctness:



JEFFREY DANA,
Providence City Solicitor

Date: 4/12/2024

PROVIDENCE LODGE #3, FRATERNAL
ORDER OF POLICE



By: MICHAEL IMONDI,
FOP President


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