



Mayor of Providence

David N. Cicilline

February 21, 2007

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

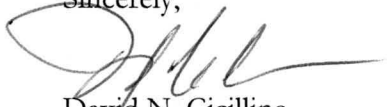
Dear Honorable Members:

Please find attached my official offer to renew the Employment Agreement of Police Chief Dean Esserman, which I hereby submit for your approval.

The historic drop in crime rate in recent years is something in which we all take great pride, and applaud the leadership of Colonel Esserman and the efforts of every officer in the Providence Police Department. With a 30% drop in crime since Chief Esserman arrived, even while crime is going up in most other cities throughout the country, we can be confident that we are effectively providing for the safety and well being of our residents and those who work in and visit the City of Providence.

If you have further questions regarding the terms of this Employment Agreement, please feel free to contact my office. Thank you for your review and consideration of this matter.

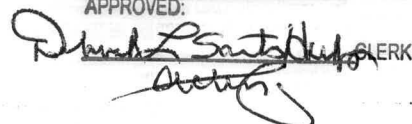
Sincerely,


David N. Cicilline
Mayor

IN CITY COUNCIL

APR 5 2007

APPROVED:


Richard Santolucito
Clerk

IN CITY COUNCIL
MAR 1 2007
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE
Chris M. Steen CLERK

THE COMMITTEE ON
Finance
Recommends

Chris M. Steen
CLERK
3-22-07. Approved

Communications Reports



Mayor of Providence

David N. Cicilline

February 16, 2007

Colonel Dean M. Esserman
Chief, Providence Police Department
325 Washington Street
Providence, Rhode Island 02903

Re: Employment Agreement


Dear Colonel Esserman:

I am writing to commend you for your continued exemplary service to the City of Providence. On your watch, crime continues to decline, and community confidence in the police force continues to rise.

By this letter, I offer a renewal of your original Employment Agreement, subject to City Council approval, for a period of four years, ending January 1, 2011. Your compensation and contributions to your Section 457 Plan shall increase at the same rate as set forth in your previous Employment Agreement.

If these terms are acceptable to you, please so indicate below.

Very truly yours,


David N. Cicilline
Mayor

Accepted and agreed to:


Dean M. Esserman

Date: 2/16/07

IN CITY COUNCIL
MAR 1 2007
FIRST READING
REFERRED TO COMMITTEE ON
FINANCE

Ann M. Hite CLERK

Communications

MEMORANDUM

TO: Providence City Council

FROM: R. Kelly Sheridan

DATE: April 15, 2004

RE: Employment Contract – Police Chief

I. Executive Summary

The authority of the Mayor (in his capacity as acting Commissioner of Public Safety) to appoint the Chief of Police of his choice is absolute and unquestioned. The law is clear, however, that the Mayor's appointive power does not endow him with the concomitant power to establish the terms of the Chief's compensation. To the contrary, the Home Rule Charter clearly and unmistakably vests the "power to control employee benefits" in the City Council. *Providence City Council v. Cianci*, 650 A.2d 499, 502 (R.I. 1994), *quoting Betz v. Paolino*, 650 A.2d 837, 840 (R.I. 1992). Indeed, the Supreme Court has held that the Council's "power to control employee benefits 'is as important a legislative function as any other element of that power to be exercised by the governing body of the city.'" *Id.*

The five year Employment Agreement signed by the Mayor and Chief Esserman provides for a wide range of employment benefits which are not provided to other employees or authorized by existing ordinances, including guaranteed annual pay increases of \$5,000, relocation expenses, interim living expenses, severance pay, retroactive pay and "deferred compensation."¹ The Agreement expressly provides that it shall not be binding on the parties unless and until it is ratified by the City Council. Agreement § 15. The Mayor is obligated under the Agreement to submit the Agreement to the City Council for ratification and to "use his best efforts to expedite and secure" ratification. Agreement § 4(B).

A review of the minutes and journal of proceedings of the Council and its committees confirms that, as of the present time, the Mayor has never submitted the Agreement to the Council for ratification and the Council has never ratified the Agreement. There is a long-standing and well-established process in the City for Council ratification of agreements negotiated and executed by the Mayor. It is undisputed that this process has not been utilized or pursued with respect to the Mayor's Agreement with Chief Esserman.

Absent ratification by the Council, the Chief's Agreement with the Mayor is not a legally binding obligation of the City of Providence. This conclusion is consistent with the terms of the Agreement, the plain language of the Charter, binding precedent of the Rhode Island Supreme

¹ The Agreement calls for the City to annually pay "deferred compensation" on behalf of the Chief into an investment vehicle tax-qualified under Section 457(b) of the Internal Revenue Code. Agreement, § 5(G). Such accounts provide tax deferred income upon retirement or other qualifying withdrawal.

Court as well as countless decisions from virtually every jurisdiction in the country. The authority to establish the salaries and benefits of City employees is the exclusive province of the City Council.² Charter §§ 804, 805; *Providence City Council v. Cianci*, 650 A.2d 499, 502 (R.I. 1994), *Betz v. Paolino*, 650 A.2d 837, 840 (R.I. 1992). As a consequence, the Council is free to fund, or not fund, any and all of the benefits provided for in the Agreement on an annual basis. In addition, Chief Esserman has no legally enforceable contractual rights against the City at this time. Courts have consistently held that promises or contracts entered into by Mayors and other officials providing for employment benefits in excess of those fixed by ordinance are contrary to public policy and void.³ Should the Council decline to appropriate sums to pay for some or all of the benefits provided in the Agreement, the Chief would have no legal recourse against the City.

There are at least two significant legal problems with the deferred compensation provisions of the Agreement and the payments which were made to the Chief in 2003. First, the provision of such a retirement benefit is in direct contravention with Section 17-187 of the Code of Ordinances which explicitly prohibits employees within the retirement system from receiving any “pension or retirement allowance from any other pension or retirement system supported wholly or in part by the city.” The deferred compensation provision (Section 5(G)) of the Agreement is irrevocably in conflict with Ordinance 17-187 and, as a result, the payments made to date pursuant to that provision are clearly unlawful.

Second, it appears from the available documentation that the administration paid the “deferred compensation” *in addition to* the Council authorized salary of \$138,000 (through 6/30/03) and \$143,575 (commencing 7/1/03). The law is clear that a mayor has no authority to pay compensation or benefits to selected employees in excess of amounts authorized by the Council. *See authorities cited footnote 3*. The Council’s “power to control employee benefits” would be reduced to a nullity if a Mayor could unilaterally give away City funds to favored employees without regard to the compensation fixed for that position by the Council. *Id.*⁴

Finally, the Agreement provides that it shall be “automatically renewed” for a fifth year (through January 9, 2008). Inasmuch as the Chief of Police serves at the pleasure of the Commissioner of Public Safety (or the Mayor acting in his stead) and exercises governmental functions, the Mayor cannot contractually bind the City to employ Chief Esserman beyond the

² The only exception to this rule of law are employees who are members of the Mayor’s staff. Charter, §§ 804, 805.

³ *See e.g., Tenney v. City and County of Denver*, 203 P.2d 504 (Co. 1949); *Harrington v. City of Portland*, 698 F. Supp. 209 (D. Or. 1988); *Cobb v. Scoggin*, 107 S.W. 188 (Ark. 1908); *Los Angeles Fire & Police Protective League v. City of Los Angeles*, 23 Cal. App. 3d. 67, 77 (1972); *Orhwein v. City of St. Louis*, 178 S.W. 87 (Mo. 1915); *Harrington v. City of Portland*, 698 F. Supp. 209 (D. Or. 1988); *Maltese v. Township of North Brunswick*, 802 A.2d 529 (N.J. Super. Ct. 2002).

⁴ In a case strikingly similar to the present situation, a federal judge in Oregon held that “The Mayor of the City of Portland does not have the authority to appropriate money from the general fund to pay for a special pension benefit for a Chief of Police.” *Harrington v. City of Portland*, 698 F. Supp. 209, 211 (D. Or. 1988).

Mayor's current term of office. To the extent the Agreement purports to grant the Chief a contractual guarantee of employment beyond the current term of the appointing authority and the Council, the Agreement is not only in contravention of the Charter but also void as against public policy in accordance with well-settled decisions of the Supreme Court. *Vieira v. Jamestown Bridge Commission*, 91 R.I. 350, 163 A.2d 18, 20 (1960); *Parent v. Woonsocket Housing Authority*, 87 R.I. 444, 143 A.2d 146 (R.I. 1958).

Assuming the Agreement is, at some point, presented to the Council for ratification by the Mayor, these unlawful terms will need to be addressed and resolved. Various alternatives to resolve these impediments are offered at the conclusion of this memorandum.

II. Background

A. Esserman Contract

Dean M. Esserman was appointed Chief of Police by the Mayor in his capacity as Acting Commissioner of Public Safety on January 10, 2003. On January 17, 2003, the Mayor and Chief Esserman signed a document entitled Employment Agreement ("Agreement"). A copy of this Agreement is attached as Exhibit 1. The parties to the Agreement are the City of Providence and Chief Esserman. The guaranteed term of the Agreement is four years, from January 10, 2003 to January 9, 2007. However, the Agreement will automatically extend through January 9, 2008 unless the City gives notice to the Chief of its intent not to renew ninety (90) days before the contract expires, that is on or before October 7, 2006. The present term of the Mayor and the Council end on January 1, 2007. Charter, § 202.

The Agreement provides that the Chief shall be the chief executive officer, law enforcement leader and administrative manager of the Providence Police Department. His duties are to be those set forth in Article X, Section 1001 of the Charter. In return for his service, the Agreement provides that the Chief will receive a base annual salary of \$138,000, in the first year of the agreement. The Agreement calls for the Chief's salary to be increased by five thousand dollars (\$5,000) every year.

Section 4(B) of the Agreement states that "Prior to ratification of this Agreement by the Providence City Council, the City will pay the Chief's annual base salary at the current approved reduced rate of \$98,081." Once the City Council ratifies the Agreement, the Chief becomes entitled to retroactive pay equal to the difference between the portion of his salary he would have been entitled to if paid his annual base salary and what he actually received.

The Agreement provides that the Chief is entitled to receive all of the benefits which other administrative employees of the Police Department are entitled to receive. These include medical and dental insurance, retirement benefits,⁵ personal leave and uniforms.

⁵ Under Section 17-187 of the Code of Ordinances, employees "under contract" have the "option" of becoming members of the retirement system.

In addition to the contractually guaranteed annual pay increases of \$5,000, the Agreement provides for a wide range of other benefits which are not provided to other employees or authorized by ordinance. These include the following:

1. Relocation expenses (\$9,000)
2. Interim living expenses (\$4,000)
3. Business expenses (unlimited)
4. Sick leave (15 days with accumulation rights and sell back rights)
5. Vacation (28 days with accumulation rights and sell back rights)
6. Automobile, cellular phone and home computer for "business and personal use"
7. Severance pay (75% salary plus all other employee benefits for 9 months)
8. Retroactive pay (upon ratification by the City Council)
9. Disability benefits (3 months salary and health insurance coverage for 6 months)
10. Termination benefits (3 months salary and health insurance coverage for 6 months)
11. "Deferred Compensation" in an investment vehicle tax qualified under Section 457(b) of the Internal Revenue Code. The amount of this Deferred Compensation is as follows:

2003: \$12,000

2004: \$13,000

2005: \$14,000

2006: \$15,000

The deferred compensation provided for in the Agreement is in addition to the retirement benefits to which the Chief is entitled under the City's retirement system. Agreement, § 5(B).

The City may terminate the Agreement unilaterally if it provides the Chief with one year notice. The City may also terminate the Agreement with sixty (60) days notice. In the latter event the City must pay the Chief severance benefits noted above (seventy five percent of the Chief's base salary and health and pension benefits for nine months). The City may terminate the Chief for "cause" without accruing an obligation for severance pay. The Chief may terminate the Agreement for cause, in which case he is entitled to the termination benefits noted above (three months salary and health insurance coverage for six months). If the Agreement is terminated, the Chief has no obligation to mitigate the City's obligations under the Agreement by seeking alternative employment.

B. Administration of the Agreement

As noted above, the Agreement expressly provides that it shall be submitted to the City Council by the Mayor for ratification. Agreement, § 4(B). Indeed, the Agreement refers to Council "ratification" no less than five times. Agreement §§ 4(B), 15. The Agreement further provides that it shall only be binding on the parties "upon ratification." Agreement, § 15. The Mayor is obligated under the Agreement to "use his best efforts to expedite and secure"

ratification. Agreement, § 4(B). The ratification language was presumably inserted at the request of the Chief, or his counsel. Once ratified by the Council, the Agreement would, in fact, be a binding legal obligation of the City for the term of the contract, thus providing the Chief with legally enforceable contractual rights. In other words, if the Council ratified the contract the Council would thereafter be legally obligated to fund the entire Agreement.

The Mayor has not, as of the present time, submitted the Agreement to the City Council for ratification in accordance with the requirements of the Agreement. I have been unable to locate any formal communication from the Mayor to the Council regarding the Agreement. Nor have I identified any communication from the Mayor articulating why he has not fulfilled his obligation under the agreement to use his best efforts to expedite and secure Council ratification.⁶ In any case, the Council's minutes and journal of proceedings confirm the Council has not passed a resolution ratifying the Agreement.

On February 20, 2003 the Council enacted an ordinance (ch. 2003-8) which amended the personnel ordinance enacted as part of the 2002-2003 budget. The ordinance established the salary for four new positions and changed the salary for the Police Chief from "A-28" to \$138,000. The ordinance did not expressly or by implication refer to any other provision of the Chief's contract or any benefits provided for therein. Indeed, the cryptic ordinance *did not refer to the Agreement at all*. Lest there be any uncertainty with respect to this issue, a complete copy of this ordinance is attached hereto as Exhibit 2.

On July 28, 2003 the Council gave final passage to the personnel ordinance (ch. 2003-42) for the fiscal year ending June 30, 2004. A single line in the fifteen page ordinance relates to the Police Chief. Specifically, his salary was fixed for the 2003-2004 budget at \$143,575.⁷ Again, in keeping with past practice, the personnel ordinance did not refer or relate to any other benefits, conditions or terms of employment of any employee of the City, including the Chief of Police. It also did not refer to the Chief's Agreement. A complete copy of this personnel ordinance is attached as Exhibit 3.

On May 22, 2003 the Director of Finance approved the payment of \$6,000 to ICMA Retirement Corporation on behalf of Chief Esserman for "Contributions by the City of Providence for Deferred Compensation Contractual Obligations in the Employee Agreement for Colonel Dean Esserman Annual Payment for Year 1 – \$12,000 equal payments due by January 1 and July 1 of each year. Contract entered into by the City of Providence and Colonel Dean M. Esserman on January 10 2003 City Council Passage in February 2003." As will be discussed further below, it appears the Finance Director was under the impression that the Council had ratified the Agreement when, in fact, the February action of the Council made no reference to the

⁶ In some public pronouncements the Mayor has indicated that he has executive authority to enter into the contract and does not require Council approval. The Providence Journal, *City Council Wants Say in Chief's Contract*, February 6, 2004. In other statements the Mayor has suggested that the Council has ratified the "financial terms" of the Agreement. The Providence Journal, *Council Overrides Veto in Contract Fight*, March 19, 2004.

⁷ It is unclear why the salary was increased to \$143,575, not \$143,000 as provided in the Agreement.

Agreement whatsoever. Rather, the ordinance enacted by the Council on February 20, 2003 simply amended the salary for the Chief of Police from "A-28" to \$138,000. *See* Exhibit 2.

On October 2, 2003 the City paid \$6,000 to ICMA Retirement Corporation on behalf of Chief Esserman for "Contributions by the City of Providence for Deferred Compensation Contractual Obligations in the Employee Agreement for Colonel Dean Esserman Annual Payment for Year 1 – \$12,000 equal payments due by January 1 and July 1 of each year."

On March 11, 2003 the City paid the Chief \$3,711.00 for closing costs and various inspections (mold, physical and mechanical) on a new home. At various time throughout 2003 the City also paid the Chief additional sums, totaling approximately \$4,500.00, for various moving expenses. The available documentation indicates that these payments were drawn on account 101-302-52120 (City General Fund – fees not classified – police department).

C. Legal Structure

The Home Rule Charter endows the City Council with the entire legislative power of the City. That power includes the power "to enact such ordinances as the city council may consider necessary to insure the welfare and good order of the city" and to "adopt the annual city budget appropriation...." (§ 401.) The executive and administrative powers of the City are vested by the Charter in the Mayor. (§ 301.) The Mayor is given the express power to "supervise, direct and control the activities of all departments and agencies of city government to the extent and in manner provided by this Charter and by the ordinances of the City and the laws of the State. (§ 302(a).)

The Mayor is charged by the Charter with framing and presenting to the Council, no later than sixty days before the start of each fiscal year, an operating budget. (§ 802.) The Charter also requires the Mayor to submit with his proposed the budget the following: a budget message, an appropriation ordinance and a personnel ordinance. The message, among other things, sets forth the reasons for significant changes from the previous year in cost and revenue items and explains any major changes in financial policies. (§ 804.) The personnel ordinance "shall be in detail for each department... other than the office of the mayor... [and] provide[s] for the classes of positions, the number of employees in each class, and the maximum number of employees... The number and classes of positions provided in said personnel ordinance for each department, office or other agency of the city shall correspond directly with the number and classes of positions provided in the proposed expenditures for personal services as set forth for the particular department, office or other agency in the recommended budget and the appropriation bill." (804(c).)

The City Council can "increase, decrease, alter or strike out any item or group of items contained in the appropriation ordinance." (§ 805.) Included within this authority is power to make changes in appropriations recommended by the Mayor for "personal services." (§ 805.) The Council's authority to make changes – increases or decreases – in the budget as submitted by the Mayor is limited in two - and only two - respects. First, the Charter indicates that

employees of the office of the Mayor should not be included within the personnel ordinance.⁸ (§ 804(c).) Second, if the Council makes any change in the appropriation for personal services recommended by the mayor for any city department or agency the Council must also make a corresponding change in the personnel ordinance. (§805.) Upon final passage of the appropriation ordinance, any changes that have been made in the ordinance shall also be made in the budget document. (§ 805.)⁹

Consistent with the Charter, the Council enacts every year a personnel ordinance which sets forth the salary of each class of city employee. The personnel ordinance does not, however, provide for or authorize any other benefits of employment, other than salary. Employment benefits for City employees, including pension and health care, are provided by ordinance. *See e.g.* Code of Ordinances, ch. 17, Art. III (Compensation and Other Benefits); ch. 17, Art. VI (Retirement).

All employees of the City are members of the retirement system.¹⁰ Code of Ordinances, § 17-187. Once an employee is a member of the retirement system, the City is prohibited from making any additional retirement or pension contribution on their behalf. *Id.* Similarly, the employee shall not be required to make any additional contribution under any other pension or retirement system of the City. Section 17-187 of the Code of Ordinances provides as follows:

“All employees as defined in this article shall, upon their option in the case of elected officials and officials appointed for a fixed term, or under contract of their employment in the case of other such employees, become members of the retirement system, and *shall receive no pension or retirement allowance from any other pension or retirement system supported wholly or in part by the city*, nor shall they be required to make contributions under any other pension or retirement system of said city, anything to the contrary notwithstanding.” (Emphasis added.)

The Charter creates a Department of Public Safety, headed by the Commissioner of Public Safety. (§ 1001.) The Commissioner is the head of the Police Department. (§ 1001.)

⁸ The Council has historically complied with this provision by including a provision in the personnel ordinance which expressly exempts any and all employees of the Office of the Mayor from the salaries established therein “so long as the total compensation for such employees does not exceed the annual budget appropriation for personnel services in the Office of the Mayor.” *See* Exhibit 3, p. 15.

⁹ The Solicitor’s letter of February 12, 2004 asserts that the annual appropriation process “only permits the Council to modify or strike out broad categories of expenditures in the proposed appropriation ordinance. It does not permit the Council to pass judgment on specific expenditures that might be encompassed within line items in the appropriation ordinance.” No legal support is cited for this rather unique view of the Council’s appropriation power and, frankly, none exists. As quoted above, the Council is free to increase or decrease “any item” in the appropriation ordinance. (§ 805.)

¹⁰ Elected officials, officials appointed for a fixed term and employees under contract have the “option” of participating in the retirement system. Chief Esserman has opted to participate in the retirement system. Agreement, § 5(B).

The Commissioner is charged with appointing a Chief of Police, who serves as the “chief executive officer of the police department, subject to the direction of the commissioner.” (§ 1001(a).) The Chief is deemed an “officer” of the City by the Charter. (§ 1207.)

The Commissioner has the authority to appoint, remove, organize and control the officers and personnel of the police department, including the Chief, subject to applicable personnel rules. (§ 1001(a)(3).) Policemen, including the Chief, are not subject to the personnel system established pursuant to Article 9 of the Charter. (§ 905(m).)

As a department head the Commissioner has the responsibility “for the appointment, promotion, demotion, suspension and dismissal of all employees under” his jurisdiction in accord with the Charter and personnel rules adopted pursuant thereto. (§ 904.)

III. Analysis

A. The Council Has Not Ratified the Agreement

The record is clear that the Council has not, as of the present time, ratified the Mayor’s Agreement with Chief Esserman. The record is also clear that the Mayor has never *sought* Council ratification of the Agreement. The most that can be said is that the Council has twice fixed the Chief’s salary – initially at \$138,000 through 6/30/03 and currently at \$143,575 through 6/30/04. *See Exhibits 2, 3.*

There is a long standing and well-established process in the City for Council ratification of agreements negotiated and executed by the Mayor, including, most commonly, collective bargaining agreements and tax stabilization agreements. The Mayor submits the agreement to the Clerk with a formal letter requesting the agreement be placed on the Council’s docket for ratification. The Council receives the communication at its next meeting and refers the agreement to committee, usually the Finance Committee. In the ordinary course a resolution ratifying the agreement is eventually reported from Committee, placed on the Council docket, approved by the Council and submitted to the Mayor.

It is undisputed that this process has not been utilized or pursued with respect to the Mayor’s Agreement with Chief Esserman. There is no documentation the Mayor has ever formally submitted the Agreement to the Council or the City Clerk seeking ratification in accordance with the requirement of the Agreement. Agreement, § 4(B). The Council minutes do not reveal the document has ever been formally received by the Council or referred to Committee. The agendas and minutes of the Finance Committee do not reveal any vote of ratification by the Committee. Finally, a review of the Council minutes confirms the full Council never voted to ratify the Agreement.

In approving payment of various benefits to the Chief provided for in the Agreement the Finance Director referred repeatedly to a vote of the Council on February 20, 2003. The minutes of the Council meeting for that evening confirm the Council did *not* vote to ratify the Mayor’s Agreement with the Chief. The minutes do not mention ratification or the Agreement. The only vote taken that evening which remotely relates to the Chief was final passage of the ordinance

(ch. 2003-8) amending the 2002-03 personnel ordinance. Exhibit 2. Clearly, this brief ordinance does not ratify the Chief's Agreement. Not only does the ordinance not refer or relate to ratification of the Agreement, it *does not even mention the Agreement at all*. The same is true with the July 28, 2003 ordinance enacting a new personnel ordinance for fiscal year 2003-04. Exhibit 3. The fact that neither of the personnel ordinances referred to the Agreement effectively refutes any argument that the Council, by adjusting the salary as indicated, was intending to ratify or approve the entire document.

The records and minutes of the Council and the Finance Committee also do not support such a contention. To the contrary, the available minutes establish that the Council did *not* consider the one-line salary amendments in the personnel ordinance to constitute ratification of the entire Agreement. For example, the Chief appeared before the Finance Committee on June 10, 2003 to present and comment on the budget for the Police Department. When questions were raised regarding the benefits provided to the Chief under the Agreement, benefits which are not authorized under existing ordinances, the Chair acknowledged that the Committee had never taken up the Agreement. In short, the minutes confirm that the Council did *not* understand, interpret or intend its fixing of the salary level to constitute an approval or ratification of the entire Agreement.

It must be stressed that at least a dozen of the employment benefits provided for in the Agreement go far beyond what is currently authorized by existing ordinances. They also far exceed the benefits ordinarily provided to employees of the City, including Department heads. For example, as reviewed in section II.A above, the Agreement provides the Chief with a unique (for public employees) benefit – severance pay equal to 75% of his then base salary plus health insurance for six months. Obviously, this benefit is not mentioned in any way in the two cryptic personnel (salary) ordinances attached as Exhibits 2 and 3. It is inconceivable any court would conclude that the Council had ratified this extraordinary benefit as a consequence of the Council action establishing the Chief's annual salary as required by the Charter.¹¹ Charter, § 804.

Finally, it is significant that neither the Mayor nor the Council have *ever* viewed *any* amendment to a personnel ordinance to constitute an implied ratification of *any* contract or agreement. The ratification process is most commonly associated with and utilized within the collective bargaining context. When new collective bargaining agreements are executed by the Mayor, they usually require an amendment to the personnel ordinance, either during an existing fiscal year or, at a minimum, as part of the appropriation process for the ensuing fiscal year. No one has ever equated an amendment of the personnel ordinance with ratification of an entire collective bargaining agreement. To the contrary, the personnel ordinance usually includes language negating such an intent. *See* Exhibit 3, p. 15. Thus, even if the Council has amended the personnel ordinance to provide for the wages in the collective bargaining agreement, it is still necessary for the Mayor to submit the entire agreement to the Council for ratification. The reason for this is obvious: a collective bargaining agreement – like the Chief's contract - includes

¹¹ By commenting on the unique nature of severance pay in the public sector, I do not intend to imply that such a benefit is or is not appropriate in this context. Rather, the point is simply that one cannot reasonably infer Council ratification of such a unique and far ranging benefit package by reason of the Council's amendment of the salary level for a one year period.

many benefits, terms and conditions which go far beyond the salary grades which are the narrow focus of the personnel ordinance.¹²

In sum, the process by which the Council formally ratifies agreements negotiated by the Mayor is well-established, clearly understood and commonly utilized. The present Mayor himself has submitted prior agreements to the Council for ratification. Given the undisputed fact that the formal ratification process, which has been consistently followed by the chief executive and the Council for at least three decades, has not been pursued in this instance it is not even clear what conceivable grounds the Mayor or the Chief could assert to support a contention that the Council has ratified the entire Agreement.

B. Legal Status of the Agreement

Absent ratification by the Council, the Esserman contract is not a legally binding obligation of the City of Providence. This conclusion is consistent with the terms of the Agreement, the plain language of the Charter, binding precedent of the Rhode Island Supreme Court as well as countless decisions from virtually every jurisdiction in the country.

Control over employee benefits is an indispensable element of the Council's appropriation power. The Supreme Court has noted that the "power to control employee benefits 'is as important a legislative function as any other element of that power to be exercised by the governing body of the city.'" *Providence City Council v. Cianci*, 650 A.2d 499, 502 (R.I. 1994) quoting *Betz v. Paolino*, 650 A.2d 837, 840 (R.I. 1992). If the Mayor has the unilateral authority to contractually bind the City to fund employment contracts providing benefits in excess of those authorized by ordinance, the Council's power of appropriation would be reduced to a nullity. Innumerable decisions from other jurisdictions support the proposition that a Mayor does not have authority to unilaterally establish, change or enhance employee benefits without approval from the governing body.¹³ Finally, the Agreement itself specifically provides that it shall not be binding on the parties unless and until it is ratified by the Council. Agreement §§ 4, 15.

Two significant consequences flow from the conclusion that that the Agreement is not a legally binding obligation of the City at this time. First, the Council is free to fund, or not fund,

¹² The Solicitor asserts repeatedly in his letter of February 12, 2004 that the Council has ratified the "financial terms" of the Agreement. Significantly, he makes no effort to define what terms of the Agreement he includes within that phrase or, more significantly, the factual or legal basis for his conclusion that the Council has approved any term other than the Chief's salary through 6/30/04. Presumably, for example, the Solicitor would contend that the Chief's unique severance and termination benefits are "financial terms." Yet his letter is silent as to the basis for his conclusion that the Council has ratified or approved these terms of the Agreement.

¹³ See e.g., *Tenney v. City and County of Denver*, 203 P.2d 504 (Co. 1949); *Harrington v. City of Portland*, 698 F. Supp. 209 (D. Or. 1988); *Cobb v. Scoggin*, 107 S.W. 188 (Ark. 1908); *Los Angeles Fire & Police Protective League v. City of Los Angeles*, 23 Cal. App. 3d. 67, 77 (1972); *Orhwein v. City of St. Louis*, 178 S.W. 87 (Mo. 1915); *Harrington v. City of Portland*, 698 F. Supp. 209 (D. Or. 1988); *Maltese v. Township of North Brunswick*, 802 A.2d 529 (N.J. Super. Ct. 2002).

any and all of the benefits provided therein on an annual basis.¹⁴ Had the Council ratified the Agreement, the Council would be legally obligated to annually appropriate the funds necessary to pay for the benefits provided in the Agreement. Indeed, that is the primary purpose of the ratification process, to legally bind the City to the terms of the contract for the stated term. Second, Chief Esserman has no legally enforceable contractual rights against the City at this time. Should the Council decline to appropriate sums to pay for some or all of the benefits provided in the Agreement, the Chief would have no legal recourse against the City.¹⁵ These consequences will be discussed in further detail below in the context of some of the specific benefits provided for in the Agreement.

1. Annual Salary Increases

The Charter clearly and unmistakably vests the “power to control employee benefits” in the City Council. *Providence City Council v. Cianci*, 650 A.2d 499, 502 (R.I. 1994) quoting *Betz v. Paolino*, 650 A.2d 837, 840 (R.I. 1992). The Charter details quite specifically the manner in which such control shall be exercised, to the point of specifying the precise ordinances the Council must enact annually to establish the classes of positions, the number of employees in each class and the salary for each such position. Charter, §§ 804, 805. In this regard, the City of Providence is hardly unique. As the leading treatise on municipal government notes, “[u]sually the council or governing body is given power to fix salaries of municipal officers and employees....” 12 McQuillan, *Municipal Corporations*, § 12.177, p. 29 (3rd ed. 1970). “Municipal salaries are generally fixed by ordinance (a legislative act) sometimes subject to the exercise of the initiative of the electorate... In most instances, a mere resolution is insufficient to fix salaries, nor will a contract between the city and an officer suffice.” 12 McQuillan, *Municipal Corporations*, § 12.177.15, p. 32-33 (3rd ed. 1970).

The Mayor lacks the power to unilaterally change the salary of a city employee set forth in the annual personnel and appropriation ordinances. The Mayor’s power, as the acting Commissioner of the Public Safety, to appoint the police chief does not carry with it the power to establish the terms of his compensation. Courts have consistently held that an executive branch official’s appointive power does not, absent express provision to the contrary, endow the appointing official with a concomitant power to establish the terms of appointee’s compensation. See e.g., *Tenney v. City and County of Denver*, 203 P.2d 504 (Co. 1949); *Harrington v. City of Portland*, 698 F. Supp. 209 (D. Or. 1988). Here, the Agreement itself recognizes the Mayor’s inability to unilaterally change the salary of a city employee. Section 4(B) of the Agreement, provides that “[p]rior to ratification of this Agreement by the Providence City Council, the City

¹⁴ The Solicitor apparently concurs with this position as he notes that the financial terms of the Agreement, “like all proposed expenditures, are generally subject to the Council’s approval as part of the annual appropriation process.”

¹⁵ I have not been made privy to any communication between the Chief, or his counsel, and the Mayor regarding the Mayor’s failure to “expedite and secure” ratification of the Agreement by the Council. Agreement, § 4(B). Presumably, however, the Chief is aware that the Mayor’s failure to secure ratification (1) exposes the Chief to the risk that the Council may not fund some or all of the benefits provided under the Agreement in the future and (2) leaves the Chief without legal recourse against the City should some or all of the benefits not be paid.

will pay the Chief's annual base salary at the currently approved reduced rate of \$98,081.00." The parties to agreement apparently understood that it is was within the Council's power, and the Council's alone, to fix the salary of the Chief. Therefore, the City's payment of a salary in excess of the amount approved at the time of the contract's execution would have violated basic tenets of the separation of powers doctrine.¹⁶

Once the legislative branch of a municipality has exercised its power to set, via legislative act, the salary of a city employee, the executive is bound to honor that act. The employee cannot be paid more. "It has always been the law that an officer is entitled only to the fees allowed by statute, and that before any such allowance is made him he must point out the particular statute authorizing the allowance." *Legler v. Paine*, 45 N.E. 604 (Ind. 1897). As McQuillan notes, "a salary fixed by ordinance ordinarily can only be changed by another ordinance. It cannot be changed by resolution, by the mayor, by an order of a board, or by failing to make an appropriation." 12 McQuillan, *Municipal Corporations*, § 12.197 p. 129 (3rd ed. 1970). Likewise, "[w]here the compensation of employees is prescribed by ordinance a city officer has no power to contract for a greater or smaller sum." 12 McQuillan, *Municipal Corporations*, § 12.180 p. 43 (3rd ed. 1970). This black letter principle is derived from a wealth of precedent from virtually every state in the country.

For example, in *Cobb v. Scoggin* the Arkansas Supreme Court rejected a deputy prosecuting attorney's claim for salary that he had been promised by the prosecuting attorney, holding "A contract to pay an officer more or less compensation than that fixed by law is contrary to public policy and void." 107 S.W. 188 (Ark. 1908); *see also Los Angeles Fire & Police Protective League v. City of Los Angeles*, 23 Cal. App. 3d. 67, 77 (1972) ("Employees of a chartered city, such as the City of Los Angeles, are entitled to such pay, *and only to such pay*, as the city charter and ordinances enacted thereunder provide." (emphasis in original)). Likewise, in *Orhwein v. City of St. Louis*, the Missouri Supreme Court acknowledged the right of street inspectors to salary due them despite their earlier acceptance of amounts less than the salary set by ordinance, noting that as the City had exercised its power to fix the compensation of the plaintiffs by ordinance "it would not have lain in the mouth of its other servant, the street commissioner, to say that they would do the work for less. He could not contract with them to do so, for their right to compensation was fixed by the law, same as his own, and did not rest upon contract." 178 S.W. 87 (Mo. 1915) (emphasis added).

Unless and until the Council ratifies the Agreement, the Council is free to annually establish the salary for the Chief of Police at such amount as the Council deems appropriate, regardless of the terms of the Agreement. In the event the Council fixes the salary at a level below that provided for in the Agreement, the Mayor will have no authority to pay the Chief any compensation in excess of that amount and the Chief will have no legally enforceable claim against the City for the difference.

¹⁶ The only exception to this principle concerns the employees of the Office of the Mayor. Charter, §§ 804, 805. As noted above, the Charter permits the Mayor to make whatever payments he wants to members of his staff as long as the total payments do not exceed the total amount appropriated by the Council for the Mayor's staff. The point is, however, that the Chief of Police is not a member of the Mayor's staff and the Mayor simply does not have the power to pay him any sums in excess of those appropriated by the Council.

2. Deferred Compensation

As noted above, the Agreement calls for the City to annually pay “deferred compensation” on behalf of the Chief into an investment vehicle tax-qualified under Section 457(b) of the Internal Revenue Code. Agreement, § 5(G). The amount of this deferred compensation was initially set at \$12,000 per year and increases by an additional \$1,000 per year through 2006. Section 457(b) of the Internal Revenue Code authorizes the creation of deferred compensation plans for eligible employees of state and local governments and certain tax-exempt organizations. Like the more well-known 401(k) retirement plans available in the private sector, the income tax liability on such accounts is deferred until the proceeds are withdrawn upon retirement or for other qualifying withdrawal. Two payments of \$6,000 each were paid by the City in 2003 on behalf of the Chief into an account with ICMA Retirement Corporation.

There are at least two significant legal problems with the deferred compensation payments provided under the Agreement as well as the payments which were made in 2003. First, the provision of such a retirement benefit is in direct contravention with Section 17-187 of the Code of Ordinances. Second, it appears from the available documentation that the City paid the “deferred compensation” *in addition to* the Council authorized salary of \$138,000 (through 6/30/03) and \$143,575 (commencing 7/1/03). In other words, the Chief was paid in compensation \$12,000 more than the amount authorized by ordinance.

Section 17-187 of the Code of Ordinances defines the membership of the employees within the retirement system. All “employees” are deemed to be members of the retirement system.¹⁷ Elected officials, officials appointed for a fixed term and officials under “contract of employment” may participate in the retirement system “upon their option.” (Ord. 17-187.) The Chief has evidently chosen to participate in the retirement system as Section 5(B) of the Agreement provides that he is to receive “any retirement benefits otherwise available to administrative employees” of the Police Department. Inasmuch as the Chief is a member of the retirement system the City is clearly prohibited under Ordinance 17-187 from making any additional pension or retirement contribution on his behalf. Ordinance 17-187 reads as follows:

“All employees ... [who] become members of the retirement system ... ***shall receive no pension or retirement allowance from any other pension or retirement system supported wholly or in part by the city***, nor shall they be required to make contributions under any other pension or retirement system of said city, anything to the contrary notwithstanding.”

The intent of this prohibition could not be clearer. The City is not authorized to make any supplemental pension or retirement contribution on behalf of any employee who is a member

¹⁷ Section 17-181 defines “employee” to mean “any regular and permanent employee and officer of the City of Providence.” The Charter establishes that the Police Chief is an officer of the City. (§ 1207.)

of the retirement system.¹⁸ The breadth of the prohibition is also worthy of note. The ordinance prohibits any “pension or retirement allowance from *any other* pension or retirement system supported *wholly or in part* by the city.” Clearly, the drafters of the ordinance intended to strictly prohibit, without exception, any so-called “double dipping” by employees participating in the retirement system. As a result, the deferred compensation provision (Section 5(G)) of the Chief’s Agreement contravenes Ordinance 17-187 and the payments made to date pursuant to that provision are clearly unlawful.

The second, and equally troubling, legal problem with the “deferred compensation” payment made to the Chief in 2003 is that this sum was paid *in excess* of the compensation authorized by the Council. As with salary, the expenditure of City funds to purchase benefits for an employee is only permissible when the Council has authorized the expenditure of those funds. The Council has authorized the provision of specific pension and health care benefits through the enactment of various ordinances. *See e.g.* Ord. 17-187; Ord. 17-85. The Council has *not* authorized the Mayor to make any supplemental payments to or on behalf of the Chief at this time. Just as the Mayor lacks the power to unilaterally change the Chief’s base salary, he also cannot create a binding financial obligation on the City to provide the Chief with a preferred retirement benefit simply by executing a contract. The Council’s authority to “control employee benefits” extends not simply to the base salary but necessarily includes *all* employee benefits. *Providence City Council v. Cianci*, 650 A.2d 499, 502 (R.I. 1994) quoting *Betz v. Paolino*, 650 A.2d 837, 840 (R.I. 1992). The Council’s appropriation power would be reduced to a nullity if the Mayor could circumvent the Council’s lawfully established compensation for the position by simply characterizing the supplemental compensation as “deferred compensation.”¹⁹

Although this circumstance rarely arises, courts in other jurisdictions have uniformly held that a mayor has no authority to pay compensation or benefits to selected employees in excess of amounts authorized by the Council. A similar situation was presented in *Harrington v. City of Portland*, 698 F. Supp. 209 (D. Or. 1988). Harrington was a former police chief of the City of Portland who had entered into an agreement with the Mayor of Portland whereby the Mayor agreed that Portland would provide the chief with an early retirement pension. The chief apparently resigned in reliance on this agreement. When the City did not pay the agreed upon pension she filed suit. The Court rejected the former police chief’s contention that the Mayor possessed the power to bind the city to pay the retirement benefits, noting that the City Council possessed the power to fix the salaries of all employees of the City. *Id.* at 211. The court acknowledged that the mayor had the authority to appoint the chief of police. Nevertheless, the Court concluded its opinion with the following statement:

¹⁸ The administration has characterized the § 457 payments to the Chief as a “private retirement savings plan” and a “portable pension.” The Providence Journal, *Council Hires Lawyer for Advice on Chief’s Contract*, February 20, 2004; The Providence Journal, *The Best Police Chief in America*, February 8, 2004.

¹⁹ Legalities aside, common sense indicates that the Mayor cannot have the unilateral authority to give away City funds to favored employees, without regard to the compensation fixed for that position by the Council. Otherwise, where would it end? Could the Mayor pay \$100,000 in supplemental or “deferred” compensation to a favored employee? \$1,000,000?

“The Mayor of the City of Portland does not have the authority to appropriate money from the general fund to pay for a special pension benefit for a Chief of Police.”

The same holds true for the Mayor of Providence.

Similarly, in *Maltese v. Township of North Brunswick*, 802 A.2d 529 (N.J. Super. Ct. 2002), the Mayor of North Brunswick, in an effort to entice an excellent candidate to accept the position of Deputy Director of Public Safety, promised him all the benefits contained in a collective bargaining agreement, an agreement that did not cover the position of Deputy Director. Among those benefits was longevity pay. In North Brunswick, as in Providence, the salaries, wages, and compensation of officials and employees of the Township were set by a salary ordinance adopted by the Township council. *Id.* at 531. The salary ordinance contains minimum and maximum ranges, including longevity pay. However, the terms of the salary ordinance applicable to the Deputy Director were very different from those in the collective bargaining agreement that the Mayor promised would apply to the Deputy Director. The New Jersey courts rejected the Deputy Director’s claim for benefits. The Court held:

“The mayor appoints officials, including department heads... The council, in the exercise of its legislative authority, by ordinance... sets their compensation... The mayor has no authority to set the salary or compensation of any department head. In that sense, any promises, representations or agreements by the mayor to a department head with respect to his or her salary, compensation or benefits, are *ultra vires*.” *Id.* at 536.

Only the Council possesses the power to establish the compensation package, including the retirement benefits, for a city employee, including the Chief. The Council has never expressly ratified any of the financial terms of the Agreement, other than the Chief’s salary for the 2003 and 2004 fiscal years. Nor has the Council amended the personnel ordinance or enacted another ordinance expressly authorizing the Chief’s § 457 plan. Finally, the Council has never amended Ordinance 17-187 to expressly permit supplemental pension or retirement contributions for the Chief or other employees. Accordingly, the “deferred compensation” payments provided for in the Agreement and paid to the Chief in 2003 are unlawful for two reasons: (1) such supplemental retirement contributions clearly contravene Ordinance 17-187 and (2) the compensation paid to the Chief in 2003 is in excess of the compensation authorized by the Council in the personnel ordinances.

3. Relocation Expense

The Agreement provides that the City will reimburse the Chief for certain relocation expenses, including closing costs, capped at \$9,000, and for “interim travel and living expenses,” capped at \$4,000. The Chief has been reimbursed for \$8,211.00 in relocation expenses and \$818.48 in travel expenses. For the same reasons set for above with regard to pension benefits, the Mayor may not unilaterally confer upon a city employee a benefit incident to that individual’s employment, including payment of the employee’s relocation expenses. *See Tenney*

v. *City and County of Denver*, 203 P.2d 504 (1949) (moving expenses part of compensation, and not recoverable against city despite appointing authority's promise because power to set compensation vested in city council and council had not fixed compensation so as to include moving expenses.)

As with the payments approved by the Fiscal Administrator and the Finance Director for the Chief's deferred compensation, the documentation relating to the relocation expenses suggests the Council ratified the Agreement with its "second passage vote on February 20, 2003," apparently referring to the one-page amendment to the 2002-03 personnel ordinance. Exhibit 2. As discussed previously, it is inconceivable any court would conclude this cryptic ordinance, which did not provide for ratification of the Agreement or, indeed, even *mention* the Agreement, constitutes an express ratification of the Agreement by the Council.

C. Term of the Agreement

The term of the Agreement is four years, from January 10, 2003 to January 9, 2007. However, the Agreement automatically extends through January 9, 2008 unless the City gives notice to the Chief ninety (90) days before the contract expires, that is on or before October 7, 2006. The term of office of the Mayor and the Council ends on January 1, 2007. Charter, § 202. Therefore, the Agreement purports to grant the Chief a binding contract for employment for a term that exceeds that of the Mayor/Commissioner of Public Safety.

The general rule is that, in the absence of a charter provision or statute to the contrary, an elected official or legislative body cannot take any action which will bind their successors. *Parent v. Woonsocket Housing Authority*, 143 A.2d 146 (R.I. 1958); McQuillan, *Municipal Corporations*, § 29.101 p. 45 (3rd ed. 1970). Examples of such statutes include those which authorize municipalities to enter into multi-year tax stabilization agreements and collective bargaining agreements. R.I.G.L. §§ 28-9.4-5, 42-64-20. Absent such statutes, neither the Mayor or the Council could enter into stabilization agreements or collective bargaining agreements which extended beyond their term of office. The purpose of such a rule is to prevent a municipal official or governing body from tying the hands of their successors by contracts relating to governmental matters. *Id.* This principle extends to employment contracts where the person so employed is subject to removal by the appointing official/board. *Id.* at pp. 45-46; *Vieira v. Jamestown Bridge Commission*, 91 R.I. 350, 163 A.2d 18 (1960); *Parent v. Woonsocket Housing Authority*, 87 R.I. 444, 143 A.2d 146 (R.I. 1958); *see also Tyron v. Avra Valley Fire District.*, 659 F. Supp. 283 (D. Az. 1986) (finding fire chief's contract to be personal to the Board of Directors of the Fire District).

In *Parent*, for example, the Supreme Court of Rhode Island held that a contract between an agency exercising governmental functions and an attorney over whom the agency has supervisory powers is in itself an exercise of a governmental function and invalid as against public policy, if the term of employment is in excess of the unexpired terms of the agency members. In so holding the Court stressed "the well-settled rule that legislative bodies or municipal agencies having legislative powers may not by contract impair or prevent a succeeding body or agency from exercising a legislative or governmental function." *Id.* at 147. The same

rule was applied with equal vigor by the Court in the *Vieira* case involving the contract of a general manager which purported to extend beyond the term of the appointing authority.

Here, the Charter is clear that the Police Chief shall be appointed by the Commissioner of Public Safety (or the Mayor acting in his stead) and shall serve subject to his direction. Charter, § 904, 1001(a). The Commissioner has plenary authority to remove or dismiss any officer, including the Chief. Charter, § 904, 1001(a)(3). For this reason, the Mayor cannot contractually bind the City to employ Chief Esserman beyond the Mayor's current term of office. Any contract purporting to do so is "against public policy and void." *Vieira v. Jamestown Bridge Commission*, 91 R.I. 350, 163 A.2d 18, 20 (1960). It is undisputable that the Chief of Police exercises governmental functions. *Vieira v. Jamestown Bridge Commission*, 91 R.I. 350, 163 A.2d 18 (1960); *Parent v. Woonsocket Housing Authority*, 87 R.I. 444, 143 A.2d 146 (R.I. 1958). Hence, the Mayor has *no* authority appoint a Chief for a term in excess of the Mayor's term of office. *Id.*

Not only is the Agreement in derogation of the power of the Mayor's successor to appoint a new chief but, in addition, the Agreement would restrict the power of the 2007 Council to set the salary for the Chief through January 9, 2008. Absent clear authority to the contrary in the Charter or by statute, the Council "is without power to bind the successor [Council] by contract." *Parent v. Woonsocket Housing Authority*, 87 R.I. 444, 143 A.2d 146, 147 (R.I. 1958).

In sum, to the extent the Agreement purports to grant the Chief a contractual guarantee of employment beyond the current term of the appointing authority and the Council, the Agreement is not only in contravention of the Charter but also void as against public policy in accordance with well-settled decisions of the Supreme Court.

IV. Actions Required for Ratification

As discussed above, the Agreement as presently drafted has at least two significant legal flaws, both of which will need to be resolved in some manner before the Council could vote to ratify the Agreement.²⁰ First, the deferred compensation provisions of the Agreement are inconsistent with Section 17-187 of the Code of Ordinances as well as the personnel ordinances the Council has enacted for the past two fiscal years. There are a variety of mechanisms by which this legal barrier can be resolved. First, the Council could amend Section 17-187 to permit, perhaps subject to Council approval, employees within the retirement system to receive a supplemental retirement allowance from the City. As noted above, this Ordinance currently includes a blanket prohibition of any additional pension or retirement allowance to any employee in the retirement system. Alternatively, the Chief could opt out of the retirement system, either with or without additional pension or deferred compensation. If the Chief was not a member of the retirement system Section 17-187 would not preclude the supplemental retirement payments provided for in the Agreement.

²⁰ I am assuming for the purpose of this section that the Mayor will at some point, perhaps in response to prodding from the Chief or his counsel, submit the Agreement to the Council for ratification in accordance with the terms of the Agreement.

In addition, if it is the will of the Council to ratify the Agreement the Council should also retroactively amend the 2002-03 and the 2003-04 personnel ordinances to increase the Chief's salary by the amounts of the additional compensation that were paid to him in those years in excess of the salary fixed by the Council. This would include the deferred compensation payments as well as the payments for the Chief's moving expenses. Similarly, the personnel ordinances the Council enacts in future years should also reflect the Chief's total compensation and should correspond with appropriate adjustments in the appropriation ordinance to reflect these additional obligations, as required by Section 805 of the Charter.

The second legal flaw with the Agreement – the fact that its term exceeds the present term of the Mayor and the Council – is more problematic. As the illegality flows from the Charter and Supreme Court precedent, the Council is powerless to rectify the impediment by ordinance or resolution. Moreover, the Council's ratification power is limited to ratification or rejection of the contract as a whole. Certainly, the Council can reject a contract presented for ratification and, in doing so, convey to the Mayor the terms or conditions to which a majority objects. But the Council cannot ratify selected portions of a contract negotiated by the Chief Executive, or ratify a contract subject to certain exceptions. Were the Council to do so the Council would intrude on the Mayor's authority as Chief Executive.

The only solution I can ascertain to this issue is for the Mayor, either with or without the Chief's assent, to give notice at this time that the City will not allow the Agreement to automatically renew for the scheduled fifth year (January 10, 2007 through January 9, 2008). Under the Agreement, the City is free to give such notice at any time on or before October 7, 2006. Of course, whoever is sworn in as Mayor on January 1, 2007 would be free to retain the Chief on such terms and conditions as the Mayor (or the Commissioner of Public Safety) deems appropriate, subject to Council ratification.²¹

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²¹ This "solution" does not address the additional problem that the Agreement would still extend nine days into the term of the new Mayor/Commissioner. While this time period is quite short, it is nevertheless unlawful under the "well-settled" precedent discussed above. *Parent v. Woonsocket Housing Authority*, 87 R.I. 444, 143 A.2d 146, 147 (R.I. 1958). Presumably, the Mayor and the Chief could come to some accommodation in this regard.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of the 10th day of January, 2003, by and between the City of Providence (the "City") and Dean M. Esserman ("Esserman" or the "Chief").

WHEREAS, pursuant to and consistent with its authority under Article X, Section 1001 of the Home Rule Charter of the City of Providence, the City desires to employ Esserman as the Chief of Police of the City of Providence Police Department through January 9, 2007, and to provide Esserman with an employment contract to that effect; and

WHEREAS, the City desires to employ a Chief of Police with the expertise and experience to address the current challenges presented to the Providence Police Department; and

WHEREAS, Esserman is willing to accept such employment upon the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual promises and agreements hereafter contained, it is mutually agreed as follows:

1. Term

The City employs Esserman and Esserman accepts employment as the Chief of Police for a term of four years, commencing on January 10, 2003 and ending on January 9, 2007. The term of this Agreement shall automatically extend an additional year (i.e., from January 10, 2007 through January 9, 2008) unless notice to Esserman is given by the City pursuant to Section 10. The City shall have the option of extending the term of this Agreement for an additional four years (i.e., from January 10, 2007 through January 9, 2011), pursuant to mutually agreeable terms and conditions.

2. Residency

At all times during the term of this Agreement and/or any renewal term of this Agreement the Chief shall be a resident of the City of Providence; provided, however, that if the Chief is not a resident by the effective date of this Agreement the Chief shall permanently relocate to Providence no later than July 10, 2003, and shall thereafter be a resident of the City of Providence at all times during the term of this Agreement (and any renewal).

3. Employment

A. Duties

The Chief shall be the chief executive officer, law enforcement leader and administrative manager of the Providence Police Department and, as such, shall be charged with the responsibilities of performing the duties and responsibilities pertaining to the office of the Chief of Police, as prescribed by law, this Agreement and City policy. The Chief's duties shall include, but shall not be limited to, those duties as set forth in Article X, Section 1001 of the Home Rule Charter of the City of Providence. Except as permitted in this Agreement, the Chief shall devote substantially his full time and attention to the performance of his duties as Chief of the City of Providence Police Department.

B. Outside Professional Activities

The Chief shall devote substantially his entire time, attention, and energy to the direction and supervision of the Police Department. Notwithstanding the foregoing, the Chief may, without additional compensation by the City, participate in outside professional activities, including, but not limited to, consulting (including the Chief's current role as monitor of the Wallkill Police Department), speaking, teaching, and writing, with or without compensation, provided they do not materially interfere with his full time duties as the Chief of Police and do not present an actual or potential conflict of interest with his duties as Chief of Police.

In the course of participating in such activities, the Chief may utilize whatever Police Department resources are reasonable and necessary for such undertakings, provided that the use of such resources does not materially interfere with the job duties of other employees of the Police Department. In the event that the Chief desires to participate in an outside activity that would require the Chief to be absent for more than five (5) consecutive full working days, the Chief shall obtain the prior approval of the Mayor.

4. COMPENSATION

A. Base Salary

The Chief shall be paid an annual base salary of one hundred thirty eight thousand dollars (\$138,000) for the first year of this Agreement. For the second, third, and fourth years of this Agreement, the Chief's annual base salary shall be increased by five thousand (\$5,000), commencing on the anniversary date of each such year. The Chief shall be paid on a weekly

basis in an amount equal to 1/52 of the annual salary rate in effect for the term of this Agreement.

B. Retroactive Pay

Prior to ratification of this Agreement by the Providence City Council, the City will pay the Chief's annual base salary at the currently approved, reduced rate of \$98,081 (the "Temporary Salary"). Upon the City Council's ratification of this Agreement, the Chief shall receive retroactive pay in an amount equal to the difference between (x) the portion of the annual base salary to which the Chief was entitled for such period under Paragraph A of this Section 4 above, and (y) the Temporary Salary actually received by the Chief during such period (the "Retroactive Pay"). The City shall pay the Retroactive Pay to the Chief in full within the two weekly pay periods immediately following the City Council's ratification of this Agreement, which ratification the Mayor, on behalf of the City, shall use his best efforts to expedite and secure, but which shall be obtained in any event no later than March 6, 2003.

5. Additional Compensation and Benefits

A. Health and Related Benefits

The Chief shall be entitled to the medical and dental insurance and other like benefits to which other administrative employees (the senior command staff) of the Providence Police Department are entitled.

B. Retirement Benefits

The Chief will be entitled to receive any retirement benefits otherwise available to administrative employees (including those available to the senior command staff) of the Providence Police Department.

C. Sick Leave

During the term of this Agreement, the Chief shall be entitled to fifteen (15) sick leave days per year. At the commencement of this Agreement, the Chief shall be deemed to have accrued 15 sick days for the first year of this Agreement. Thereafter, sick days for each subsequent year shall accrue pro rata over the immediately preceding year (i.e., on each anniversary of this Agreement, the Chief shall have accrued the number of sick days to which he is entitled for the following year commensurate with the period he remained employed during the year preceding such anniversary). The Chief may carry forward up to ten (10) days of unused sick leave from each year of this Agreement. Unused sick leave that is carried forward from different years may be accumulated. At termination of employment, the Chief shall be entitled to a cash payment for his accrued sick leave for not more than a

total of ten (10) days of unused sick leave for each year, or fraction thereof, of employment.

D. Personal Leave

During the term of this Agreement, the Chief shall be entitled to personal leave under the same terms and conditions as other administrative employees (the senior command staff) of the Providence Police Department.

E. Vacation

During the term of this Agreement, the Chief shall be entitled to twenty-eight (28) vacation days per year under the same terms and conditions as other administrative employees (the senior command staff) of the Providence Police Department. At the commencement of this Agreement, the Chief shall be deemed to have accrued 28 vacation days for the first year of this Agreement. Thereafter, vacation days for each subsequent year shall accrue pro rata over the immediately preceding year (i.e., on each anniversary of this Agreement, the Chief shall have accrued the number of vacation days to which he is entitled for the following year commensurate with the period he remained employed during the year preceding such anniversary). The Chief may carry forward up to fifteen (15) days of unused vacation leave from each year of this Agreement. Unused vacation leave that is carried forward from different years may be accumulated. At termination of employment, the Chief shall be entitled to a cash payment for his accrued vacation leave for not more than a total of fifteen (15) days of unused vacation leave for each year, or fraction thereof, of employment.

F. Business Expenses

The City will reimburse the Chief for all reasonable and usual expenses connected with the discharge of the Chief's job duties during the term of this Agreement or any renewal period. All requests for reimbursement of expenses must be accompanied by a receipt and/or written description/explanation of the nature and reason for the expense.

To further the Chief's professional development, the City shall pay the cost of membership in such organizations that the Chief deems reasonably necessary to maintain and improve his professional skills and benefit the Providence Police Department; provided that such expenses are permitted by state law and approved by the City in the annual budget.

Upon obtaining prior approval of the Mayor, the Chief may, to the extent permitted by state law, also attend professional meetings, programs, seminars and courses that he deems reasonably necessary for his professional development and which will benefit the Police Department. The City shall reimburse the Chief for all reasonable and usual expenses

connected with his attendance. All requests for reimbursement must be accompanied by a receipt and/or written description/explanation of the nature and reason for the expense.

G. Deferred Compensation

On or before the 30th day of December of each year that this Agreement is in effect, or in advance on the first business day of January and July of each year if permitted by law, the City shall pay on behalf of the Chief to an investment vehicle that is tax-qualified under Section 457(b) of the Federal Internal Revenue Code (a "Section 457 Plan") the following amounts:

- By December 30, 2003 - \$12,000;
- By December 30, 2004 - \$13,000;
- By December 30, 2005 - \$14,000;
- By December 30, 2006 - \$15,000.

The Chief shall select the provider of the Section 457 Plan.

H. Automobile/Cellular Telephone/Computer

The City, at its expense, shall provide the Chief with an automobile, a cellular telephone, a home computer, and other reasonably necessary equipment (including reasonable routine replacement) for business and personal use and shall reimburse the Chief for all reasonable and usual expenses associated with his use of the automobile, cellular telephone, and home computer. All requests for reimbursement of expenses must be accompanied by a receipt and/or written description/explanation of the nature and reason for the expense.

I. Relocation Expense

The City shall reimburse the Chief for relocation expenses which can include residential closing costs, in an amount not to exceed nine thousand (\$9,000) dollars. In addition, the City shall reimburse the Chief for interim travel and living expenses in an amount not to exceed four thousand (\$4,000) dollars for the first six months of this Agreement; provided, however, that such reimbursement shall cease upon the Chief's permanent relocation to the City of Providence. All requests for reimbursement of expenses must be accompanied by a receipt and/or written description/explanation of the nature and reason for the expense.

J. Sell Back of Vacation and Sick Days

The Chief may elect, on an annual basis, to sell back to the City a maximum of fifteen (15) accrued but unused vacation days and/or sick days. Such election shall be exercised by the Chief by giving notice to the City no later than January thirtieth of the following year, otherwise this right shall expire for that year. The City shall include payment for such "sold" days in the Chief's next regularly scheduled payment of his annual base salary after receipt of the Chief's notice of election to sell back such days. All days sold back by the Chief pursuant to this Section 5-J, shall be deemed to be "used" for the purposes of paragraphs C and E of Section 5.

K. Other Benefits

In addition to the benefits provided in this Section 5, the Chief shall be entitled to all other benefits to which other administrative employees (including the senior command staff) of the Providence Police Department are entitled (including without limitation, uniforms).

6. Professional Liability

The City shall defend, hold harmless, and indemnify the Chief from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, or suit for actions resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not criminal, wanton, reckless, malicious, or grossly negligent, as determined by a court of competent jurisdiction, provided the Chief, at the time of the acts resulting in the injury, death, damages, or destruction, was acting in the discharge of his duties or within the scope of his employment.

The Chief hereby agrees to cooperate with the City and its authorized representatives in the handling and defense of such demands, claims, suits, actions and/or legal proceedings, both during and after the term of employment herein, as may be required by the City. In the event that the Chief's cooperation is required or requested after leaving office, the City shall reimburse, upon presentation of written receipts, the Chief for the costs and expenses reasonably connected to such cooperation. In the event that the Chief is required to travel to Rhode Island to render such cooperation, the City shall, upon being provided with written assurance that he used vacation and/or personal leave for the time spent in Rhode Island, also pay the Chief a reasonable per diem; provided, however, that the Chief shall not be entitled to a per diem if a claim has been made against him in his individual capacity.

In such case the City has agreed to defend, hold harmless and indemnify the Chief, counsel for the City shall serve as counsel for the Chief; provided, however, that in the event of a conflict of interest, as determined by said counsel with input from the Chief, the Chief may engage counsel, who maintains his or her principal place of business within the State of Rhode Island, of his choice, in which event, the City shall indemnify the Chief for the reasonable and necessary costs of a legal defense.

7. Evaluation

The Chief shall be evaluated on an annual basis in accordance with generally recognized and accepted guidelines and policies applicable to chiefs of police.

8. Termination

This Agreement and the Chief's employment thereunder may be terminated on the grounds and conditions as provided below:

A. Unilateral Termination by the City

The City, acting through the Mayor, may, at its option, unilaterally terminate this Agreement by either (1) giving the Chief written notice that the Agreement will terminate one year from the date of said notice or (2) giving the Chief written notice that the Agreement will terminate sixty (60) days from the date of said notice. In the event of such unilateral termination in accordance with the 60 days notice requirement the City shall pay to the Chief, as severance pay, an amount equal to 75% of his then current base salary. This severance payment shall be paid in its entirety within thirty (30) days of termination. The City shall also provide the Chief with the benefits set forth in paragraph A of Section 5 for nine (9) months after such termination and shall pay, if applicable, the Chief terminal benefits in accordance with paragraph I of this Section 8.

B. Termination for Cause by the City

The City, acting through the Mayor, may terminate this Agreement for cause. For purposes of this provision, "cause" shall mean: (1) conviction of a felony or other crime involving moral turpitude; (2) repeated, willful violations of established Police Department or City policies; and (3) willful neglect of duties. For purposes of this section, an act, or failure to act, shall be considered "willful" if it is done, or not done, by the Chief in bad faith or without reasonable belief that his act or omission was done in the best interest of the Police Department; provided, however, that the initial determination of whether the act or omission was "willful" shall be made by the Mayor. In the event that the City discharges the Chief for cause, it shall be done in accordance with the procedures set forth in Section 9. All

obligations of the City under this Agreement shall cease as of the date of the termination; provided, however, that the City shall pay, if applicable, the Chief terminal benefits in accordance with paragraph I of this Section 8.

C. Termination for Cause by the Chief

The Chief may at his option terminate this Agreement by written notice to the City; if: (i) the City unreasonably fails to perform or observe any of the material terms or provisions of this Agreement and such failure is not cured within thirty (30) days after the City receives written notice thereof from the Chief; or (ii) there is a material reduction in the scope of the Chief's duties or authority for a period exceeding three (3) months without his written consent, unless such reduction is authorized by state law or necessitated by the Chief's health, and such reduction is not withdrawn within thirty (30) days after the City receives written notice thereof from the Chief. In the event the Chief terminates the contract pursuant to this Section 8-C, the City shall pay the cost of the Chief's health insurance coverage for a period of six months; provided, however, that this obligation shall end if and when the Chief becomes eligible for health insurance from a subsequent employer. The City shall also pay the Chief a sum equal to three months of his then current base salary, such sum to be paid over a six month period, and, if applicable, terminal benefits in accordance with paragraph I of this Section 8, shall cease.

D. Termination upon Disability

In the event that the Chief is, or will be, unable to perform his duties for a period of at least one year due to illness, physical incapacity and/or mental incapacity, this Agreement shall, effective upon such written finding by the Mayor, be terminated, and all obligations of the City shall cease, except that the City shall pay: (1) all unpaid salary through the date of said finding; (2) the cost of the Chief's health insurance coverage for a period of six months and a sum equal to three months of his then current base salary, such sum to be paid over a six month period; and (3) terminal benefits, if applicable, in accordance with paragraph I of Section 8 of this Agreement.

Notwithstanding the foregoing, no such termination shall occur unless and until such incapacity, and its cause, is established by competent medical documentation provided by two (2) physicians specializing in the area of medicine that resulted in the incapacitation.

In the event that the Chief is, or will be, unable to perform his duties for a period of more than six, but less than twelve, months due to illness, physical incapacity and/or mental incapacity, the City, acting through the Mayor, may, and after the exhaustion of sick leave, make an appropriate deduction from the Chief's salary, including deferred compensation, for the period of incapacitation.

E. Non-Compliance with State Law or Residency Provision

This Agreement shall terminate, and all obligations of the City shall cease, in the event of the Chief's non-compliance with any provisions of the state law that relate to the Chief's qualifications for holding the position of Chief of Police or the failure of the Chief to be a resident of the City of Providence; provided however, that the City shall pay, if applicable, the Chief terminal benefits in accordance with paragraph I of this Section 8.

F. Retirement or Resignation of the Chief

In the event of retirement or resignation of the Chief, the Chief shall notify the City at least ninety (90) days prior to the date of retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement. Notwithstanding the foregoing, the City shall pay the Chief unpaid salary earned through the effective date of his retirement and, if applicable, terminal benefits in accordance with paragraph I of this Section 8.

G. Death of the Chief

This Agreement shall terminate upon the death of the Chief at which point all obligations of the City shall cease. Notwithstanding the foregoing, the City shall pay to the estate of the Chief unpaid salary earned through the date of his death and, if applicable, terminal benefits in accordance with paragraph I of this Section 8.

H. Mutual Agreement of the Parties

This Agreement may be terminated by written agreement of the parties, at which point all obligations and duties of the parties shall cease. Notwithstanding the foregoing, the City shall pay the Chief unpaid salary earned through the effective date of this Agreement and, if applicable, terminal benefits in accordance with paragraph I of this Section 8.

I. Terminal Benefits

In the event of any termination of this Agreement, the Chief shall in addition to the pay and benefits referenced in this Section 8, be entitled to receive all accrued pay and benefits under paragraphs C and E of Section 5 of this Agreement.

J. No Duty to Mitigate

In the event that the Chief's employment with the City is terminated pursuant to this Section 8, the Chief shall be under no obligation to make

any efforts to mitigate the City's obligations hereunder by seeking alternative employment, and all amounts and benefits to which the Chief is entitled hereunder shall be absolute and shall not be subject to any offset, counterclaim, recoupment or defense.

9. Procedure Upon Termination of Chief for Cause

In the event the City proposes to discharge the Chief for cause, it shall notify the Chief, in writing, of the proposed action and shall provide the Chief with a complete and detailed statement of the reasons therefor. The Chief shall be placed on administrative leave with pay as of the date of this notification. The Chief shall notify the City in writing not later than fifteen (15) days from the date of his receipt of written notice of the City's proposed action of his desire to contest his termination. If no such demand is timely made, the Chief shall be terminated as of the sixteenth (16th) day after the date of his receipt of written notice of the City's action and all obligations of the City under this Agreement shall cease as of that date; provided, however, that the City shall pay, if applicable, the Chief terminal benefits in accordance with paragraph I of Section 8.

Upon receipt of timely written notification of the Chief's desire to contest his termination for cause, the City shall notify the Chief of the date and place of a hearing to be conducted as set forth below. The Chief shall, unless otherwise agreed to in writing by the parties, be entitled to have this hearing not less than forty (40) days and no more than fifty (50) days from the date of his request for such a hearing.

Unless otherwise agreed to in writing between the parties, the hearing shall be conducted as follows:

- (a) The City shall, within fourteen (14) days of the scheduled hearing, provide to the Chief, or his designee: (1) a copy of each document intended to be used in support of each alleged reason for discharge; (2) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information, and a brief description about which each such witness is expected to testify;
- (b) The Chief shall, within seven (7) days of the scheduled hearing, provide to the City, or its designee: (1) a copy of each document intended to be used in his defense; and (2) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information, and a brief description about which each such witness is expected to testify;

- (c) The hearing will be held before a tribunal consisting of three people (the "Tribunal"), one selected by the Chief, one selected by the Mayor, and the third by the designees of the City and the Chief. The City and the Chief shall select their respective designees to the Tribunal within five (5) days of notice of the Chief's desire to contest his termination and the two respective designees shall select the third member of the Tribunal within five (5) days thereafter. If the designees of the City and the Chief do not select the third member of the Tribunal within the time period set forth above, the Presiding Justice of the Rhode Island Superior Court shall be authorized to make such designation. The Chief expressly waives any and all rights to have this hearing conducted in open session pursuant to the Rhode Island Open Meetings Act. The Chief shall be entitled to legal counsel and shall have the right to cross examine any adverse witnesses and present any witness or documentary evidence on his behalf;
- (d) The City and the Chief shall each have: (1) fifteen (15) minutes in which to make an opening statement; (2) two (2) hours in which to present evidence to the City, inclusive of cross-examination; and (3) fifteen (15) minutes in which make a closing statement. The City may, but is not required to, extend the evidentiary portion of the hearing upon request of either party. In no event, however, shall the Chief be required to accept less time to present his case than that given to the City;
- (e) The City shall have the burden of proof, by the preponderance of the evidence, to establish cause for the proposed termination, and, if applicable, a "willful" act or omission on the part of the Chief;
- (f) The Rhode Island Rules of Civil Procedure and Rules of Evidence shall not apply to the hearing, but shall serve as guidelines;
- (g) Upon the conclusion of the hearing, the Tribunal shall retire to closed session to discuss whether the Chief should be terminated, retained, or given some less punishment. The Chief expressly waives any and all rights to have this discussion conducted in open session pursuant to the Rhode Island Open Meetings Act;
- (h) After the discussions are concluded, the Tribunal shall take a vote to determine whether the Chief shall be terminated, retained, or given some lesser punishment;
- (i) The employment status of the Chief shall be determined by a simple majority of the Tribunal;

- (j) Should the Tribunal vote to terminate the Chief for cause, such termination will be effective immediately and all obligations of the City under this Agreement shall cease; provided, however, that the City shall pay, if applicable, the Chief terminal benefits in accordance with paragraph I of Section 8;
- (k) If the Tribunal votes to terminate the employment of the Chief, the Tribunal shall provide him with a reasonably detailed statement of the reasons therefor; and
- (l) The Chief shall retain the right to appeal a decision to terminate his employment in accordance with state law.

10. Renewal

This Agreement shall be automatically renewed for a period of one year unless not later than 90 days prior to the end of the last year of this Agreement the City notifies the Chief in writing of its election not to renew this Agreement. The City's failure to give the required notice of nonrenewal herein described within the time specified shall constitute an election to employ the Chief for the following year under the same terms and conditions as are contained in the last year of this contract, unless otherwise agreed to in writing by the parties; provided, however, that the Chief's annual base salary shall be increased by five thousand (\$5,000) dollars.

11. Modification

The construction and operation of this Agreement will be in accordance with the laws of the State of Rhode Island, and will not be modified except by written consent of the parties hereto.

12. Notices

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(i) If to the City:

Mayor, City of Providence
Providence City Hall
Providence, RI 02903

PERSONAL AND CONFIDENTIAL

with a copy (which shall not constitute notice)
to:

Solicitor, City of Providence
Providence City Hall
Providence, RI 02903

PERSONAL AND CONFIDENTIAL

(ii) If to the Chief:
Dean M. Esserman

with a copy (which shall not constitute notice)
to:

Robert Raymond
Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York, NY 10006-1470

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand delivered, sent, mailed, in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or at such time as delivery is, refused by the addressee upon presentation.

13. Severability

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

14. Assignment

The rights and obligations of the parties to this Agreement shall not be assignable or delegable. Notwithstanding the foregoing, in the event of the death of the Chief, the City shall pay to the estate of the Chief any unpaid salary earned through the date of his death and if applicable, terminal benefits in accordance with paragraph I of Section 8.

15. Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto upon ratification by the City in accordance with the provisions of law and City policy and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

16. Amendment; Waiver

This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

17. Headings

Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

18. Governing Law

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of Rhode Island (but not including any choice of law rule thereof that would cause the laws of another jurisdiction to apply).

19. Forum Selection Clause

The Chief and the City agree that any dispute or claims relating to the rights and obligations of the parties to this Agreement shall be brought in the Providence County Superior Court and the Chief expressly consents to the jurisdiction and venue of said court.

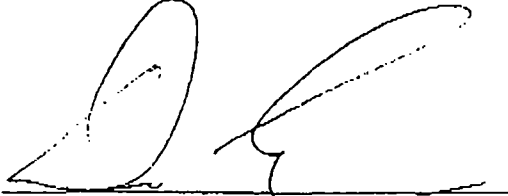
20. Entire Agreement

This Agreement constitutes the entire agreement between the parties respecting the employment of the Chief, there being no representations, warranties or commitments except as set forth herein.

21. Counterparts

This Agreement may be executed in two counterparts, each of which shall be an original and all of which shall be deemed to constitute one and the same instrument.

The parties hereto have executed this Agreement in counterpart copies, each of which shall be deemed an original for all purposes, as of the date and year noted above.




Dean M. Esserman

1/17/03

Date Signed

City of Providence

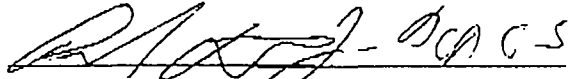
By: 

David N. Cicilline
Mayor

1/17/03

Date Signed

Approved as to form and correctness

By: 

1/17/03

Date Signed

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER 2003-8

No. 96

AN ORDINANCE

IN AMENDMENT OF CHAPTER 2002-29, APPROVED AUGUST 29, 2002,
ESTABLISHING A COMPENSATION PLAN FOR THE CITY OF PROVIDENCE, AS
AMENDED.

Approved March 3, 2003

Be it ordained by the City of Providence:

	<u>From</u>	<u>To</u>
Police Chief	A-28	\$138,000
Municipal Integrity Officer	-	\$ 75,000
ProvStats Officer	-	\$ 75,000
Adm. Asst. ProvStat	-	\$ 30,000
Director of Elderly Services	-	\$ 50,000

IN CITY COUNCIL
FEB 6 2003
FIRST READING
READ AND PASSED

Michael B. Clement CLERK

IN CITY
COUNCIL
FEB 20 2003
FINAL READING
READ AND PASSED

[Signature]
PRESIDENT
Carol E. Bickford
First Deputy CLERK

APPROVED

[Signature]

MAYOR

March 3, 2003

CHAPTER 2003-42

No. 555 AN ORDINANCE

ESTABLISHING A COMPENSATION PLAN FOR THE CITY OF PROVIDENCE AND
REPEALING ORDINANCE CHAPTER 2002-29 APPROVED AUGUST 29, 2002, AS
AMENDED.

Approved July 31, 2003

Be it ordained by the City of Providence:

ACCOUNTANT I	GRADE 10
ACCOUNTANT II	GRADE 12
ACCOUNTANT III	GRADE 15
ACCOUNTANT MEDICAL/HEALTH	852.56 PER WK
ACCOUNTING MANAGER	A-15 – A-18
ACCOUNTS PAYABLE CLERK	GRADE 16
ACCOUNTS PAYABLE CLERK/SECRETARY	821.24 PER WK
ACCOUNTS PAYABLE OFFICER (PUBLIC WORKS)	769.53 PER WK
ACCOUNTS PAYABLE SUPERVISOR	927.75 PER WK
ACTIVITIES DIRECTOR	421.76 PER WK
ADMIN AIDE (ASSESSOR)	GRADE 21
ADMIN AIDE (DPD)	985.04 PER WK
ADMIN AIDE/TRANSLATOR	GRADE 25
ADMIN ASST. (ASSESSOR)	A-11
ADMIN ASST. (DIRECTOR)	GRADE 18
ADMIN ASST. (DPD)	855.40
ADMIN ASST. DPW	1,004.56
ADMIN ASST. ECONOMIC DEVELOPMENT	A-8
ADMIN ASST. ELDERLY SERVICES	A-6
ADMIN ASST. EMERGENCY MANAGEMENT (Port Secretary)	695.94
ADMIN ASST. FINANCE DIRECTOR	845.92 PER WK
ADMIN ASST. FISCAL AFFAIRS - PUBLIC SAFETY	A-20
ADMIN ASST. HUMAN RESOURCES	A-16
ADMIN. ASST. HUMAN SERVICES	29,038
ADMIN ASST. LAW	34,979
ADMIN ASST. PARKS	752.48 PER WK
ADMIN ASST. (PLANNING DIRECTOR)	GRADE 21
ADMIN. ASST. POLICE	A-9
ADMIN ASST. PUBLIC PROPERTY	1,049.85 PER WK
ADMIN ASST. TO CITY SOLICITOR	A-8
ADMIN ASST. TO COMMISSIONER	40,089
ADMIN ASST. TO DIRECTOR (DPD)	823.58 PER WK
ADMIN ASST. TO DIR. OF COMM	816.87 PER WK
ADMIN ASST. TO DIR. HUMAN RELATIONS/SEC. TRANS.	GRADE 14
ADMIN ASST. TO FIRE CHIEF	GRADE 19
ADMIN ASST TO TREASURER	GRADE 28
ADMINISTRATIVE AIDE (COUNCIL)	GRADE 27
ADMINISTRATIVE BUREAU LEGAL CLERK (POLICE)	GRADE 20
ADMINISTRATIVE BUREAU LEGAL CLERK HUMAN RES.	GRADE 24
ADMINISTRATOR COORDINATOR (I&S)	GRADE 25
ADMINISTRATOR OF ELECTION	A-15
ADMINISTRATIVE COORDINATOR (COUNCIL)	A-20

ADVANCE CITY COUNCIL	A-10
AIR POLLUTION AND MECH. INSPECTOR	GRADE 30
AIR SUPPLY TECH (FIRE)	51,713-54,313
ANALYST COORDINATOR	A-15
ANALYST/COORDINATOR - HEALTH & SUBSTANCE ABUSE	47,000
ANALYST/COORDINATOR - YOUTH DEVELOPMENT	47,000
ANIMAL CONTROL OFFICERS	23.51 PER HR
ANIMAL CONTROL TECHNICIAN	18.46 PER HR
ANIMAL HANDLER MOUNTED POLICE	16.06 PER HR
APPRAISER	GRADE 24
APPRAISER I	GRADE 29
APPRAISAL COMMERCIAL	1,144.00 PER WK
APPRAISAL RESIDENTIAL	GRADE 32
ARCHIVAL ASST.	27,257
ASSOCIATE DIRECTOR ENVIRONMENTAL CONTROL	A-18
ASST. ATHLETIC COORDINATOR	A-5
ASST. CENTER REC CENTER DIRECTOR (SEASONAL)	7.00 PER HR
ASST. CITY COLLECTOR	A-19
ASST. CITY PLANNER	A-10
ASST. CITY PRINTER	GRADE 16
ASST. CITY SOLICITOR	A1-A20
ASST. CLAIMS EXAMINER	720.81 PER WK
ASST. COORDINATOR OF SUPPORT SERVICES (REC)	A-10
ASST. COUNTER CLERK	GRADE 7
ASST. DIR BUSINESS DEVELOPMENT (ED)	1,233.41
ASST. DIR FISCAL OPERATIONS (ED)	1,226.82
ASST. DIR GEN. SERVICES (DPW)	A-19
ASST. DIR GROUNDS MAINT	A-15 (57,814)
ASST. DIR PLANNING	A-12
ASST. DIR PROJECT MANGT.	A-7 (64,205)
ASST. DISPATCHER	684.02 PER WK
ASST. ELECTRICIAN	22.00 PER HR
ASST. FIRE CHIEF	77,307
ASST. FIRE CHIEF OF OPERATIONS	77,307
ASST. HIGHWAY SUPERINTENDENT	A-13
ASST. LEGAL SECRETARY (BLDG INSP)	GRADE 14
ASST. LEGAL SECRETARY (LAW)	GRADE 30
ASST. PAYROLL OFFICER/AP CLERK	819.11 PER WK
ASST. PLANNER	739.60 PER WK
ASST. POOL DIRECTORS	7.50 PER HR
ASST. PROGRAM DIRECTOR (RECREATION)	25,655
ASST. PROSECUTION COORDINATOR	GRADE 25
ASST. RECREATION CENTER DIR	8.50 PER HR
ASST. SHOP SUPERVISOR	23.32 PER HR
ASST. SUPERV STRUCTURES AND ZONING	GRADE 25
ASST. TO CHIEF INFORMATION OFFICER	A-15
ASST. TO DATA PROCESSING COORDINATOR	829.05 PER WK
ASST. TO DIRECTOR - COUNCIL ON SUBSTANCE ABUSE	35,025
ASST. TO FINANCE DIRECTOR	A-18
ASST. TO HUMAN RESOURCE DIRECTOR	A-18
ASST. TO HUMAN RESOURCE DIRECTOR	A-18
ASST. TO INTERNAL AUDITOR	A-11
ASST. TO PENSION ADMINISTRATOR	927.73 - 1,097.96
ASST. TO PROVSTAT DIRECTOR	A-8
ASSOC DIR OF ENVIRONMENTAL CONTROL	A-18
ASSOC DIR FISCAL OPERATIONS	A-20
ASSOC DIR OF PLANNING	A-20
ASSOC ENGINEER I	GRADE 20
ASSOC ENGINEER II	GRADE 24
ASSOC ENGINEER III	GRADE 28
ASSOC ENGINEER IV	GRADE 31

ASSOC JUSTICE HOUSING COURT (SALARY REVIEW BD)	22,389 – 39,181
ASSOCIATE VETERINARIAN	A-13
ATHLETIC COORDINATOR	A-7
AUDIT SUPERVISOR – FINANCE	A-21
AUTOMOTIVE EQUIP SUPT - FIRE	GRADE 19
AUTOMOTIVE EQUIP SUPT - POLICE	1,251.24 PER WK
AUXILIARY MEMBER ZONING BOARD	2,600 PER YR
BCI LEGAL CLERK	GRADE 12
BENEFITS SPECIALIST	A-9
BILINGUAL CLERK	ONE GRADE INCR.
BODY REPAIR-SENIOR MECHANIC	25.57 PER HR
BRICKLAYER	15.35 PER HR
BUDGET ANALYST	A-21
BUDGET OFFICER/ANALYST	A-23
BUDGET OFFICER DEP. FIN. DIR	A-26
BUILDING CUSTODIAN	13.84 PER HR
BUILDING INSPECTOR I	GRADE 18
BUILDING INSPECTOR II	GRADE 22
BUILDING INSPECTOR III	GRADE 32
BUILDING MAIN SUPERV (PUBLIC PROP)	GRADE 13
BUILDING OFFICIAL	A-21
BUS & VAN DRIVER - MAINTENANCE	25,056
BUS DRIVER (REC. SEASONAL)	10.00 PER HR
CARPENTER	23.81 PER HR
CARPENTER (PUB PROP)	23.81 PER HR
CARPENTER (PARKS)	23.81 PER HR
CASE MANAGER - HUMAN SERVICES	29,811
CEMENT FINISHER	17.02 PER HR
CHAIRMAN AND SECRETARY B OF L (SALARY REV BD)	26,320
CHAIRMAN BD OF TAX ASSESSMENT	4,000 PER YR
CHAIRMAN BLDG BD OF REVIEW	3,000 PER YR
CHAIRMAN HOUSING BD OF REVIEW	0 PER YR
CHAIRMAN ZONING BOARD OF REVIEW	3,000 PER YR
CHIEF APPRAISER	882.01 PER WK
CHIEF CENTRAL MAINT (GROUNDS)	28.70 PER HR
CHIEF CLERK - CITY CLERK	GRADE 20
CHIEF CLERK BOARD OF CANV	870.72 PER WK
CHIEF CLERK BOARD OF LICENSES	GRADE 14
CHIEF CLERK COMMISSIONERS	GRADE 24
CHIEF CLERK DETAILS	GRADE 20
CHIEF CLERK DIVISION OF FIRE PREVENTION	GRADE 15
CHIEF CLERK TREASURY	GRADE 18
CHIEF CLERK VITAL STATS	769.54 PER WK
CHIEF DISPATCHER OF OPERATIONS	A-14
CHIEF ELECTRICAL INSPECTOR	A-13 (54,576)
CHIEF ENGINEER - DPW	A-25
CHIEF INFORMATION OFFICER	A-29
CHIEF INFORMATION PROCESSOR	GRADE 22
CHIEF JUDGE (HOUSING COURT) (SALARY REV BD)	34,657 – 50,376
CHIEF JUDGE (MUNICIPAL COURT) (SALARY REV BD)	34,657 – 50,376
CHIEF LENDING OFFICER	GRADE 28
CHIEF OF GREENHOUSES	GRADE 30
CHIEF OF MECH. EQUIP	GRADE 35
CHIEF OF PLUMB, DRAIN, GAS	1,121.65 PER WK
CHIEF OF STRUCTURES & ZONING	A-17
CHIEF PARK PLANNER	1,305.57 PER WK
CHIEF RADIO ENGINEER	1,421.68 PER WK
CHIEF SUPPORT MAINT OPER (PUB SAFETY)	A-10 (50,478)
CHIEF TELLER	GRADE 29
CHIEF UTILITIES & STANDARDS	A-12 (58,251)
CITY ARCHIVIST	974.73 PER WK

CITY ASSESSOR	A-25
CITY CLERK (SALARY REV BD)	A-22
CITY COLLECTOR	A-24
CITY CONTROLLER	A-26
CITY RECYCLING COORDINATOR	44,267
CITY REGISTRAR OF VITAL STATISTICS (SAL REV BD)	A-15
CITY SERGEANT (SALARY REV BD)	A-5 (37,313)
CITY SOLICITOR (SALARY REV BD)	A-30
CITY SWITCHBOARD OPERATOR	GRADE 15
CITY TREASURER (SALARY REV BD)	A-12 (49,990)
CLAIMS EXAMINER (WORK COMP)	1,077.14
CLASSIFIED DISPATCHER (POLICE)	959.65-1096.74 PER WK
CLERICAL AIDE	GRADE 1
CLERK (ASSESSOR)	GRADE 7
CLERK BILINGUAL	GRADE 10
CLERK (COLLECTOR)	GRADE 9
CLERK (COLLECTOR) BILINGUAL	GRADE 10
CLERK (VITAL STATISTICS) BILINGUAL	GRADE 10
CLERK/ COURIER (COLLECTOR)	15.34 PER HR
CLERK DISPATCHER	15.60 PER HR
CLERK I	GRADE 1
CLERK II	GRADE 3
CLERK III	GRADE 5
CLERK IV	GRADE 9
CLERK MUNICIPAL COURT	A-12
CLERK OF PROBATE (PART-TIME 37,899)	37,899 PART-TIME
CLERK PROV MUNICIPAL COURT	A-12
CLERK SPECIAL PROJECTS - POLICE	797.54 PER WK
CLERK STENO III	GRADE 6
CLERK STENOGRAPHER I	GRADE 2
CLERK STENOGRAPHER II	GRADE 3
CLERK STENOGRAPHER III	GRADE 6
CLERK STENOGRAPHER IV - CITY CLERK	GRADE 9
CLERK TYPIST II	GRADE 3
CLINIC COORDINATOR	6.50 PER HR
COMMERCIAL LENDING OFFICER (ED)	A-12 (47,744)
COMMISSIONER B OF L (SALARY REV BD)	18,967
COMMISSIONER OF PUBLIC SAFETY (SALARY REV BD)	A-28
COMMUNICATION SPECIALIST/TECHNICIAN	19.47/HR
COMMUNICATION SPECIALIST	21.06/HR
COMMUNITY LIAISON OFFICER - DPD	A-10
COMPUTER REPAIR TECHNICIAN	20.25/HR
COMPUTER TECHNICIAN	51,270
CONFIDENTIAL SECRETARY TO CITY SOLICITOR	A-14
CONSTRUCTION PROJECT MANAGER	GRADE 33
CONTROL CENTER OPERATORS	17.90 PER HR
CONTROL CENTER OPERATOR/TELETYPE TECHNICIAN	19.73
CONTROL SUPERVISOR (COLLECTOR)	GRADE 16
COORDINATOR OF EMPLOYEES BENEFITS	1,035.60 PER WK
COORDINATOR OF FORESTRY OPERATIONS	1,253.78 PER WEEK
COORDINATOR OF SENIOR AIDES	1,234.30 PER WK
COORDINATOR OF SENIOR PROGRAMS (HUMAN SERVICES)	24,814
COORDINATOR PUBLIC PROPERTY	1,054.56 PER WK
COUNCIL MAJORITY/MINORITY	14,095-21,684
COUNCIL MEMBERS	11,927 - 19,516
COUNCIL PRESIDENT	14,095-21,684
COUNTER CLERK COLLECTIONS	GRADE 21
COURT CLERK	GRADE 15
COURT CLERK HOUSING COURT	GRADE 21
COURT CLERK, MUNICIPAL COURT	GRADE 15
COURT CLERK, MUNICIPAL CT. BILINGUAL	GRADE 16
COURT CLERK PROBATE	GRADE 21

COURT CLERK II	GRADE 24
CREW CHIEFS (POLICE)	1,046.19 or 1,195.65
CULTURAL AFFAIRS COORD (PARKS)	A-15
CURATOR (MUSEUM)	A-11
CURATORIAL ASST.	A-5 FULL-TIME (13,000)
CURBSETTER	15.31 PER HR
CUSTODIANS - SEASONAL	5.65 PER HR
DATA PROCESSING CLERK/HELP DESK	GRADE 15
DATA PROCESSING INFORMATION TECH ASST.	GRADE 15
DATA PROCESSING COORDINATOR	1,507.36 PER WK
DAY CARE CENTER ATTENDANT	8.00 PER HR
DEPARTMENTAL CLERK (PARKS)	GRADE 10
DEPARTMENTAL CLERK (ASSESSORS)	GRADE 13
DEPARTMENT SWITCHBOARD OPERATOR	GRADE 11
DEPARTMENTAL CLERK (I&S)	GRADE 9
DEPUTY ASST. FIRE CHIEF	70,370
DEPUTY ASST. FIRE CHIEF/CHIEF TRAINING	70,370
DEPUTY CITY ASSESSOR	A-21
DEPUTY CITY CLERK FIRST	A-17
DEPUTY CITY CLERK SECOND	870.05 PER WEEK
DEPUTY CITY COLLECTOR	A-21
DEPUTY CITY CONTROLLER	A-21
DEPUTY CITY SOLICITOR	A-26
DEPUTY CITY TREASURER	A-15
DEPUTY CLERK PROBATE COURT	GRADE 26
DEPUTY CLERK PROV MUNICIPAL	GRADE 26
DEPUTY COMMISSIONER OF PUBLIC SAFETY	A-22
DEPUTY COURT ADMINISTRATOR	GRADE 31
DEPUTY DIRECTOR - COUNCIL ON SUBSTANCE ABUSE	A-15
DEPUTY DIRECTOR DPD-NEIGH.RELATIONS	A-26
DEPUTY DIRECTOR DPD-PLANNING & POLICY	A-26
DEPUTY DIRECTOR OF BUILDNG SAFETY	A-20
DEPUTY DIRECTOR OF BUILDNG SYSTEMS	A-20
DEPUTY DIRECTOR OF COMMUNICATIONS	A-24
DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT	A-15
DEPUTY DIRECTOR OF GROUNDS MAINT	A-15
DEPUTY DIRECTOR OF HUMAN RELATIONS	A-13
DEPUTY DIRECTOR OF HUMAN RESOURCES	A-24
DEPUTY DIRECTOR OF PARKS	A-24 (81,510)
DEPUTY DIRECTOR OF PUBLIC PROPERTY	A-24
DEPUTY DIRECTOR OF PUBLIC WORKS	A-24
DEPUTY DIRECTOR OF RECREATION	A-15
DEPUTY DIRECTOR OF TRAFFIC ENGINEERING	A-13
DEPUTY FIRE MARSHALL	70,370
DEPUTY RECORDER OF DEEDS	A-11
DEPUTY SUPERINTENDENT ENVIR	A-13
DEPUTY SUPERINTENDENT HIGHWAY	A-15
DEPUTY ZOO DIRECTOR	A-15
DETECTIVE BUREAU LEGAL CLERK	GRADE 20
DETENTION OFFICER	815.15 PER WK
DIESEL TRUCK MECHANIC	18.62 PER HOUR
DIRECTOR OF ADMINISTRATION (P&D)	A-18
DIRECTOR OF COMMUNICATIONS	A-27
DIRECTOR OF COMPLIANCE	A-18
DIRECTOR OF CULTURAL AFFAIRS	75,000
DIRECTOR OF DEVELOPMENT & REVIEW	A-18
DIRECTOR OF EMERGENCY MANAGEMENT	A-28
DIRECTOR OF FINANCE (SALARY REVIEW BD.)	A-30
DIRECTOR OF GROUNDS MAINT SERV	A-17 (59,242)
DIRECTOF OF HUMAN RESOURCES	A-27
DIRECTOR OF HUMAN SERVICES	A-15
DIRECTOR OF INSP & STANDARDS (SALARY REV BD)	A-27
DIRECTOR OF PARKS (SALARY REV BD)	A-27 (94,710)

DIRECTOR OF PLANNING	A-18
DIRECTOR OF PLANNING AND DEVLPMNT (SAL REV BD)	A-27
DIRECTOR OF PUBLIC PROPERTY (SALARY REV BD)	A-27
DIRECTOR OF PUBLIC WORKS (SALARY REV BD)	A-27
DIRECTOR OF RECREATION (SALARY REV BD)	A-20
DIRECTOR OF SUPPORT SERVICES	A-15
DIRECTOR OF TRAFFIC ENGINEERING	53,844
DISPATCHER	719.89 PER WK
DRAFTSMAN (ASSESSOR)	GRADE 29
DRAFTSMAN REAL ESTATE (ASSESSOR)	GRADE 29
ECONOMIC DEVELOPMENT COORD (DPD)	925.33 PER WK
EDUCATIONAL ASSIST. (PARKS PROGRAMMING)	A-5
EDUCATION ASSISTANT - ZOO	A-5
EDUCATION CURATOR (ZOO)	A-10
EDUCATION SUPERVISOR	45,000
EDUCATION SUPERVISOR - PARKS	A-11
ELDERLY AFFAIRS CLERK - REC.	25,830
ELECTRICAL INSPECTOR II	GRADE 22
ELECTRICAL INSPECTOR III	GRADE 25
ELECTRICIAN (PUB PROP)	35.54 PER HR
EMERGENCY MANAGEMENT SPECIALIST	1,013.15 PER WK
ENGINEERING AIDE III	GRADE 19
ENGINEERING AIDE IV	GRADE 21
ENGINEERING CLERK	456.52 PER WK
ENGINEERING SUPERVISOR	A-15 - A-18
ENVIRONMENTAL CLERK	674.11
ENVIRONMENTAL COORDINATOR (DPW)	44,267
ENVIRONMENTAL COURT LIASON	A-12
ENVIRONMENTAL ENFORCEMENT SUPERVISOR	39,287
ENVIRONMENTAL SERVICES CLERK (PARKS)	657.69 PER WK
ENVIRONMENTAL OFFICERS	15.22 PER HR
ENVIRONMENTAL SPECIALIST	820.38 PER WK
EQUAL OPPORT EMPLOY OFFICER	A-15
EQUIP BODY REPAIRMAN SENIOR MECHANIC	25.63 PER HR
EQUIPMENT MAINT SUPERVISOR (DPW)	23.92 PER HR
EQUIPMENT OPERATOR	16.47 PER HR
EXCISE TAX APPRAISER (ASSESSORS)	GRADE 21
EXCISE TAX INFORMATION AIDE (ASSESSORS)	GRADE 17
EXEC DIRECTOR HUMAN RELATIONS	A-20
EXEC DIRECTOR - COUNCIL ON SUBSTANCE ABUSE	\$1 PER YR.
EXEC SECRETARY BD OF CANV (SALARY REV BD.)	33,421-34,841
FACILITY COORDINATOR (CASINO)	A-9
FEDERAL PROGRAMS SUPER	GRADE 16
FIELD AUDITOR (DPD)	831.73 PER WK
FILM COMMISSIONER	31,500
FINANCIAL COMPLIANCE MONITOR (DPD)	GRADE 27
FIRE ALARM TECHNICIAN	985.96 PER WK
FIRE ALARM TECHNICIAN INSPECTOR	985.96 PER WK
FIRE BATTALION CHIEF	64,690 - 67,290
FIRE CAPTAIN	51,713 - 54,313
FIRE CAPTAIN DISPATCHER	51,713 - 54,313
FIRE CHIEF	A-28 (94,309)
FIRE COMMAND AIDES	42,127 - 49,882
FIRE COMMAND LIEUTENANT	49,810 - 52,542
FIRE DEPARTMENT DISPATCHER	985.96 PER WK
FIRE DEPARTMENT INVESTIGATIVE OFFICER	70,376
FIRE EQUIP MAN	19.00 PER HR
FIRE EQUIP SUPERINTENDENT I	64,690
FIRE EQUIP SUPERINTENDENT II	A-22 (75,115)
FIRE LIEUTENANT	47,407 - 50,001
FIRE LIEUTENANT DISPATCHER	47,407 - 50,001
FIRE MARSHALL	70,370
FIRE PREVENTION CAPTAIN	51,713 - 60,319

FIRE PREVENTION LIEUTENANT	47,401 – 50,001
FIRE RESCUE CAPTAIN	51,713 – 57,920
FIRE RESCUE LIEUTENANT	47,401 – 50,001
FIRE RESCUE TECHNICIAN	45,195 – 47,800
FIRE SAFETY OFFICER	73,582
FIRE TRAINING INSTRUCTOR	47,401 – 50,001
FIREFIGHTER	38,548 – 45,643
FIREFIGHTER CAR 79	48,207 – 50,992
FIREFIGHTER CAR 56	46,915 – 49,700
FIREFIGHTER PLAN REVIEW	44,333 – 46,933
FIRST DEPUTY SEALER	GRADE 18
FIRST DEPUTY WEIGHER	GRADE 13
FISCAL ADVISOR PARKS	A-15
FISCAL LENDING OFFICER	GRADE 24
FISCAL OFFICER I (FIRST 36 MONTHS)	GRADE 24
FISCAL OFFICER II (37 – 84 MONTHS)	GRADE 29
FISCAL OFFICER III (AFTER 85 MONTHS)	GRADE 31
FISCAL OFFICER COLLECTORS	GRADE 24
FISCAL OFFICER PUBLIC SAFETY	822.28 PER WK
FISCAL OPERATIONS OFFICER (DPD)	GRADE 27
FLEET MANAGER	A-20
FOREMAN	20.01 PER HR
FOREMAN CABLE CREW	28.24 PER HR
FOREMAN LINE CREW	28.24 PER HR
FOREMAN TRAFFIC SIGN MAINTENANCE	20.30 PER HR
FORESTRY CLERK	GRADE 8
GARDEN CURATOR	A-10
GAS PUMP OPERATOR	611.66 PER WK
GENERAL CURATOR	A-15
GENERAL FOREMAN	20.55 PER HR
GIS COORDINATOR	GRADE 32
GIS DIRECTOR	A-20
GRANT WRITER	A-10
GRAPHIC ARTIST DESIGNER	916.16
GROWER PARKS	696.55 PER WEEK
HEALTH PLAN ADMINISTRATOR	870.09 PER WEEK
HEAVY EQUIPMENT OPERATOR	19.74 PER HR
HOMELAND SECURITY LIASON	A-15
HORTICULTURALIST	48,000
HORTICULTURAL SUPERV	776.61 PER WK
HOUSING COORDINATOR	1,182.78
HOUSING COURT ADMINISTRATOR	A-12
HOUSING INVESTIGATOR	A-8
HOUSING PROGRAM SPECIALIST	GRADE 24
HUD MONITORING SPECIALIST	GRADE 24
HUMAN RESOURCE ADMINISTRATOR - ZOO	36,801
HUMAN RESOURCE GENERALIST	A-17
HUMAN RESOURCE MANAGER – POLICE	A-13
HUMAN RESOURCE SPECIALIST	GRADE 15
HURRICANE BARRIER TECHNICIAN	725.40 - 744.09
INFORMATION SYSTEMS COORD. (DPD)	1,153.38 PER WEEK
INSPECTOR OF PUBLIC PROPERTY	GRADE 33
INTERNAL AUDITOR	A-26
INTERNAL AUDITOR – ANALYST	A-13
INVENTORY CONTROL SUPERV	26.40 PER HR
JUDGE – HOUSING COURT	22,389 – 39,188
JUDGE OF PROBATE (SALARY REV BD)	34,657 – 50,180
JUDGE PROV MUNICIPAL COURT (SALARY REV BD)	22,389 - 39,181
JUNIOR ENVIRONMENTAL INSPECTOR	670.63
JUVENILE FIRESETTER	47,401 – 50,186
KENNEL DIRECTOR	A-18 (56,597)
KENNEL KEEPER	30,090
LABORER FOREMAN	20.01 PER HR

LABORER	15.06 PER HR
LABORER CDL	15.33 PER HR
LABORER/CUSTODIAN	15.06 PER HR
LABORER – RODENT CONTROL	16.76 PER HR
LAND RECORDS CLERK	GRADE 10
LANDSCAPE ARCHITECT	871.24 PER WK
LANDSCAPE GARDENER	15.31 PER HR
LANDSCAPE GARDENER - SPECIAL PROJECTS	683.86 PER WK
LEAD ABATEMENT COORDINATOR	1,137.86 PER WK
LEAD INSPECTOR	GRADE 33
LEAD ZOOKEEPER	18.70 PER HR
LEGAL RESEARCH ASST. (DPD)	GRADE 18
LEGAL SECRETARY	GRADE 14
LEGAL SECRETARY / PROSECUTION	GRADE 21
LEGAL SECRETARY LAW DEPT.	GRADE 32
LICENSE ADMINISTRATOR	A-15 (62,577)
LICENSE BD CLERK	602.93 PER WK
LIFE GUARD	8.00 PER HR
MAILROOM CLERK	669.14 PER WK
MAILROOM SUPERVISOR	GRADE 21
MAINT MAN II	15.20 PER HR
MAINT MAN III	16.18 PER HR
MAINT MAN III POOL & REC	22.02 PER HR
MAINT PLANNER - PUBLIC WORKS (U)	798.99 PER WEEK
MANAGEMENT INFORMATION SYSTEMS	A-24
MANAGEMENT INFORMATION SYSTEMS (DPD)	A-16
MANAGEMENT INFORMATION SYSTEMS (EMER. MGMT.)	A-24
MANAGEMENT OFFICER (PB&P)	42,182
MAYOR	125,000
MBE/WBE PROGRAM ADMIN	A-14
MECH. EQUIP INSPECTOR II	GRADE 22
MECH. EQUIP INSPECTOR III	GRADE 30
MECHANIC	15.60 PER HR
MECHANICAL ENGINEER	GRADE 28
MEDICAL HEALTH PLAN ADM - CONTROLLERS	927.73 PER WK
MEMBER BD OF CANV (SALARY REV BD)	20,016
MEMBER BD OF TAX ASSESSMENT	3,000.00
MEMBER BLDG BD OF REVIEW	2,500 PER YR
MEMBER HOUSING BD OF REVIEW	0 PER YR
MEMBER ZONING BOARD OF REVIEW	2,500 PER YR
MOTOR VEHICLE APPRAISER	GRADE 21
MUNICIPAL COURT ADMINISTRATOR	A-18
MUNICIPAL INTEGRITY OFFICER	A-24
MUSEUM DIRECTOR	A-15
MUSEUM EDUCATOR	A-11
NETWORK ENGINEER	A-20
NON-STANDARD INPSECTOR – BUREAU OF LIC.	GRADE 22
OCCUPATIONAL HEALTH OFFICER (ADA)	A-15
OFFICE MANAGER HOUSING (PLANNING)	753.82 PER WK
OFFICE MANAGER (DPW)	GRADE 22
OFFICE MANAGER (NBG)	GRADE 22
OFFICE MANAGER (PARK)	GRADE 12
OFFICE MANAGER (SUPT)	1,001.67 PER WK
OFFICE MANAGER RINK	28,725 – 31,200
OPER PLANN TRAIN & PUB INF OF	A-10 (42,346)
OPERATIONS ASSISTANT	955.32
OPERATIONS MANAGER (DPW)	A-24
PARALEGAL I	728.50 PER WK
PARKING CHECKER	15.48 PER HR
PARKING METER MAINT MAN I	15.12 PER HR
PARKING METER MAINT MAN II	17.20 PER HR
PARKS CONSTRUCTION INSPECTOR	24.22 PER HR
PARKS PERSONAL SECRETARY	698.18 PER WK

PARKS ELECTRICIAN	1,131.10 PER WK
PATROL BUREAU LEGAL CLERK	GRADE 20
PAYROLL CLERK II	GRADE 13
PAYROLL CLERK/ACCTS PAYABLE OFF	818.01 PER WK
PAYROLL PERSONNEL ASST. (PARKS)	GRADE 19
PENSION ADMINISTRATOR	A-15 – A-18
PERSON IN CHARGE CARPENTER SHOP	51,736 – 54,313
PERSON IN CHARGE SUPPLY ROOM	51,736 – 54,313
PERSONAL SECRETARY TO DIRECTOR (DPD)	GRADE 22
PERSONNEL CLERK I	GRADE 13
PERSONNEL CLERK I/PERSONNEL	618.97 PER WK
PERSONNEL CLERK II	GRADE 14
PERSONNEL TECHNICIAN I	720.81 PER WK
PERSONNEL TECHNICIAN II	879.89 PER WK
PLAN ESTIMATOR	GRADE 35
PLANNER	743.77
PLAN REVIEW INSPECTOR	985.96 PER WK
PLANETARIUM ASSISTANT	A-2
PLANETARIUM PROGRAMMER	A-5
PLUMBING INSPECTOR II	GRADE 22
PLUMBING INSPECTOR III	GRADE 30
POLICE CAPTAIN	63,410 – 71,822
POLICE CHIEF	143,575
POLICE DEPARTMENT DISPATCHER	922.76 – 1,054.56WK
POLICE INSPECTOR	63,410 – 71,822
POLICE LIEUTENANT	58,905 – 66,910
POLICE MAJOR	80,620 – 88,111
POLICE PERSON	43,954 – 55,381
POLICE SERGEANT	53,956 – 61,823
POOL ATTENDANTS	5.65 PER HR
POOL DIRECTORS	7.00 PER HR
PRESERVATION PLANNER (DPD)	A-11 (39,093)
PREVENTION SPECIALIST	657.72
PREVENTIVE MAINT OPERATOR (DPW)	18.62 PER HR
PRESIDENT CITY COUNCIL	14,095-21,684
PRINCIPAL PLANNER	GRADE 32
PRINCIPAL PLANNER/HISTORICAL PRESRV.	A-15
PRINTER	GRADE 23
PRINTERS HELPER	465.55 PER WK
PRODUCTION SPECIALIST	A-3
PROGRAM ADMINISTRATOR (RECREATION)	A-10
PROGRAM ANALYST	30,423
PROGRAM COORD - SEASONAL	200.00 PER WK
PROGRAM DIRECTOR – COUNCIL ON SUBSTANCE ABUSE	36,993
PROGRAM DIRECTOR RECREATION	A-9
PROGRAM DIRECTOR – RISAPA	36,993
PROGRAM EVALUATION OFFICER (DPD)	GRADE 27
PROJECT DIRECTOR – COUNCIL ON SUBSTANCE ABUSE	A-10
PROJECT SUPERVISOR FOR DIRECTOR (DPD)	760.13 PER WK (A-4)
PROSECUTION COORDINATOR	GRADE 30
PROSECUTION LEGAL CLERK (POLICE)	GRADE 20
PUBLIC GROUNDS INSP (PARKS)	26.44 PER HR
PUBLIC PROGRAMMING ASST.	12,642 A-5 (FULL-TIME)
PUBLIC PROPERTY ANALYST	23.18 PER HR
PUBLIC WORKS CLERK	GRADE 19
PUBLIC WORKS INSP I	GRADE 6
PUBLIC WORKS INSP II	751.83 PER WK
PURCHASING AGENT II	760.75 PER WK
PURCHASING AGENT III	925.29 PER WK
PURCHASING AGENT IV	1,016.18 PER WK
PURCHASING HELP DESK	A-9
RADIO ENGINEER	1094.91 PER WK

RADIO REPAIR TECHNICIAN	985.96 PER WK
READER OF DEEDS (ASSESSOR)	GRADE 21
READER OF DEEDS/TRANSFER	GRADE 24 (GR 29)
REAL ESTATE AIDE (DPD)	676.51 PER WK
REAL ESTATE APPRAISER	GRADE 24
RECEPTIONIST (DPD)	GRADE 5
RECORDER OF DEEDS (SALARY REV BD)	A-12
RECORDING SECRETARY BOARDS OF REVIEW	GRADE 15
RECORDS BUREAU CLERK (POLICE)	GRADE 18
RECREATION AIDES	6.00 PER HR
RECREATION CENTER DIRECTOR	A-10
RECREATION CTR DIR. SEASONAL	7.00 PER HR
RECREATIONAL LEADER SEASONAL	7.50 PER HR
RECREATION SUPERVISOR	28,370
REFEREES	7.00 PER HR
REHABILITATION SPECIALIST	GRADE 27
RENEWAL INSP I	GRADE 15
RENEWAL INSP II	GRADE 18
RENEWAL INSP III	GRADE 22
RESEARCH ANALYST	A-13
RESEARCH ASSISTANT - COUNCIL	A-10
RESIDENTIAL LENDING OFFICER	GRADE 24
RETIREMENT DIVISION CLERK	852.73 PER WK
REVENUE COLLECTION AGENT	A-16 to A-19
RODENT CONTROL SUPERVISOR	A-13
SCHOOL CROSSING GUARD	367.37
SECRETARY	GRADE 15
SECRETARY ADMN ASST. COUNCIL	770.85 PER WK
SECRETARY BD OF TAX ASSESSMENT	A-4
SECRETARY CITY COUNCIL	GRADE 18
SECRETARY CITY COUNCIL - BILINGUAL	GRADE 19
SECRETARY (DPD)	GRADE 18
SECRETARY COUNCIL ON SUBSTANCE ABUSE	538.62 PER WK
SECRETARY PARKS	675.79 PER WK
SECRETARY PERSONNEL	A-10
SECRETARY RECREATION DEPT	534.07 PER WK
SECRETARY REVIEW BOARDS	1,187.59 PER WK
SECRETARY TO CITY TREASURER	GRADE 18
SECRETARY TO COMMISSIONER	GRADE 15
SECRETARY TO CONTROLLERS OFFICE	GRADE 12
SECRETARY TO DIRECTOR CITY CLERK	GRADE 15
SECRETARY TO DIRECTOR (DPW)	42,149
SECRETARY TO FIRE CHIEF	GRADE 24
SECRETARY MOUNTED COMMAND	GRADE 15
SECRETARY TO POLICE CHIEF	36,237
SECRETARY TO SUPERINTENDENT	GRADE 25
SECRETARY\TRANSLATOR (HUMAN RELATIONS)	657.78 PER WK
SECURITY OFFICER PORT	658.30 PER WK
SECURITY OFFICER (PARK RANGERS)	701.25 PER WK
SENIOR ACCOUNTS PAYABLE CLERK	GRADE 22
SENIOR ADMINISTRATIVE BUREAU CLERK	GRADE 22
SENIOR ANIMAL CONTROL OFFICER	24.10 PER HR
SENIOR APPRAISER	GRADE 24
SENIOR ASST. CITY SOLICITOR	A-22
SENIOR AUDITOR/ANALYST	A-17
SENIOR CLERK ASSESSOR	GRADE 17
SENIOR CLERK VITAL STATS	GRADE 14
SENIOR CLERK VITAL STATS II	GRADE 14
SENIOR DEPARTMENT CLERK (I&S)	GRADE 13
SENIOR DRAFTSMAN (DPD)	GRADE 28
SENIOR FISCAL OFFICER	871.70 PER WK
SENIOR LAND RECORDS CLERK	GRADE 14
SENIOR LEGAL CLERK-POLICE	GRADE 22

SENIOR LICENSE BD CLERK	681.49 PER WK
SENIOR MECHANIC	17.87 PER HR
SENIOR MECHANIC (FIRE)	21.33 PER HR
SENIOR PATROL BUREAU COORDINATOR	GRADE 24
SENIOR PATROL BUREAU LEGAL CLERK	GRADE 24
SENIOR PLANNER	GRADE 26
SENIOR PLANNER II (DPD)	GRADE 27
SENIOR REHAB SPECIALIST (DPD)	GRADE 31
SENIOR RETIREMENT DIV CLERK	927.73 PER WEEK
SENIOR SECRETARY (RECREATION)	GRADE 14
SENIOR SECURITY OFFICERS (PARK RANGER)	797.01 PER WK
SENIOR SUPERVISOR - LAND ACQUISITION (DPD)	1,214.02 PER WK
SENIOR SUPERVISOR REHAB. SERVICES	1,116.75
SENIOR SWITCHBOARD OPERATOR	GRADE 17
SENIOR VITAL STATS CLERK	GRADE 12
SEWER & DRAIN INSPECTOR	15.35 PER HR
SEWER CONSTRUCTION WORKER	15.25 PER HR
SEWER EQUIPMENT OPERATOR	16.62 PER HR
SHOP SUPERVISOR -FIRE	27.37 PER HR
SHOP SUPERV-MECHANIC	GRADE 18
SHOP SUPERV-PARKS	27.11 PER HR
SHOP SUPERVISOR (DPW) (PUBLIC PROP)	28.18 PER HR
SPECIAL ASST. - CITY COUNCIL	A-9
SPECIAL ASSISTANT TO CITY COUNCIL/SPECIAL PROJECTS	A-20
SPEC. ASSISTANT CITY SOLICITOR - CLAIMS	A-13
SPEC. ASSISTANT - ENVIRONMENTAL CONTROL - P.W.	798.99 PER WK
SPECIAL EVENTS COORDINATOR - RECREATION	A-6
SPECIAL PROJECTS BUREAU CLERK	GRADE 24
STABLE SUPERV MOUNTED POLICE	18.18 PER WK
STATIONARY EQUIP OPERATOR	15.52 PER HR
STENOGRAPHIC REPORTER CITY CLERK	GRADE 14
STENOGRAPHIC REPORTER CITY COUNCIL	GRADE 23
STOCK ROOM CLERKS	624.84 PER WK
STOCK ROOM SUPERVISOR (DPW)	894.18 PER WK
STONE CUTTER	652.43 PER WK
SUBSTANCE ABUSE PREVENTION	41,600
SUPERINTENDENT MAINT OF FIRE	60,519
SUPERINTENDENT OF CARPENTER SHOP - FIRE	A-22 (75,115)
SUPERINTENDENT OF ENVIRONMENTAL. CONTROL	A-15
SUPERINTENDENT OF HIGHWAY	A-19
SUPERINTENDENT OF PARKS	A-27
SUPERINTENDENT OF SEWER CONST	A-15
SUPERVISOR CODE ENFORCEMENT	GRADE 31
SUPERVISOR COMPREHENSIVE PLAN (DPD)	1,012.81 PER WK
SUPERVISOR ENG. & BLDG MAINT (PUBLIC PROP)	GRADE 31
SUPERVISOR ENGINEERING/PLANNING	GRADE 35
SUPERVISOR FISCAL	A-18
SUPERVISOR GEN. MAINT. (PARKS)	26.44 PER HR
SUPERVISOR GROUNDS MAINT (PARKS)	26.44 PER HR
SUPERVISOR LABORER/CUSTODIAN	716.64 PER WK
SUPERVISOR LANDSCAPING	GRADE 15
SUPERVISOR NORTH BURIAL GROUND	969.34 PER WK
SUPERVISOR OF ACTIVITIES (RECREATION)	8.00 PER HR
SUPERVISOR OF ELECTION MATERIAL	676.98 PER WK
SUPERVISOR OF ENG./PLANNING (PARKS)	1,254.82 PER WK
SUPERVISOR OF ENVIRONMENTAL	39,477
SUPERVISOR OF INSPECTIONS (GREENHOUSES)	1,148.14
SUPERVISOR OF MAINTENANCE (FIRE)	51,713 - 54,313
SUPERVISOR OF PLAYGROUNDS	2,160
SUPERVISOR OF POOLS	2,500
SUPERVISOR OF REHAB SERVICES (DPD)	GRADE 31
SUPERVISOR OF SPECIFICATIONS (DPD)	A-16
SUPERVISOR OFFICE MANAGER -COUNCIL	A-13

SUPERVISOR PAYROLL	927.75 – 1,097.96/WK
SUPERVISOR PROPERTY TAX /COLLECTOR	GRADE 24
SUPERVISOR PROPERTY TAX/ASST. TO ASSESSOR	GRADE 35
SUPERVISOR RECREATION SEASONAL	7.00 PER HR
SUPERVISOR REGISTRATION/CANVASSERS	689.71 PER WK
SUPERVISOR STRUCTURES AND ZONING	GRADE 30
SUPERVISOR TANGIBLE TAX	GRADE 29
SUPERVISOR URBAN FORESTRY OPE	1,105.50 PER WK
SUPERVISOR/PURCHASING AGENT/MBE-WBE	A-18
SWITCHBOARD OPERATOR	GRADE 4
SYSTEMS ANALYST	A-12
SYSTEMS PROGRAMMER	A-12
TAX SALE SPECIALIST/FISCAL OFFICER	GRADE 24
TECHNOLOGY INFORMATION SPECIALIST	GRADE 21
TELEPHONE TECHNICIAN	985.97 PER WK
TELETYPE COORDINATOR (COMM)	853.34 PER WK
TELLERS	GRADE 16
TRAFFIC BUREAU COORDINATOR	GRADE 24
TRAFFIC ENGINEER FOREMAN	21.80 PER WK
TRAFFIC ENGINEER ELECTRICIAN	23.80 PER HR
TRAFFIC MARKER AND SIGN MAN	15.64 PER HR
TRAFFIC SIGN MAINT MAN	17.30 PER HR
TRAFFIC SIGN MAINT MAN II	22.02 PER HR
TRAFFIC SIGNAL MAINT FOREMAN	27.10 PER HR
TRAFFIC SIGNAL MAINT MAN HELPER	16.10 PER HR
TRAFFIC SYSTEMS ANALYST	GRADE 18
TRANSPORTATION COORDINATOR	550.26 PER WK
TRAINING COORDINATOR	1,035.60 PER WK
TREE FARM MANAGER	19.97 PER HR
TREE TRIMMER	17.09 PER HR
VALIDATION OFFICER (COMM)	975.40 PER WK
VERIFICATION OFFICER (DPD)	1,250.51 PER WK
VERIFICATION SPECIALIST (DPD)	976.27 PER WK
VERIFICATION SPECIALIST/SECRETARY (DPD)	GRADE 24
VETERINARY TECHNICIAN	16.68 PER HR
VETERINARIAN	A-17 - A-20
VIN STATION CLERK	767.86 PER WEEK
VIN STATION INSPECTOR	650.79 PER WK
VITAL STATS CLERK	GRADE 10
WATCHMAN - SEASONAL	7.00 PER HR
WEB MASTER	1,185.58
WELDER	25.56 PER HR
WORKERS COMPENSATION ADMINISTRATOR (CITY)	A-20
WORKERS COMPENSATION ADMINISTRATOR (CITY & PS)	A-24
ZONING ASST.	GRADE 22
ZOO DIRECTOR	A-22
ZOO EDUCATION CLERK	564.76
ZOO REGISTRAR	17.35 PER HR
ZOOKEEPER	17.35 PER HR

Grade Step	1st	2nd	3rd	4th	5th	Annual Salary Range	
1	\$452.57	\$456.62	\$460.68	\$468.71	\$474.78	\$23,533.94	\$24,688.92
2	\$462.67	\$468.71	\$472.77	\$480.85	\$486.87	\$24,058.71	\$25,317.30
3	\$474.87	\$478.84	\$482.84	\$491.15	\$497.00	\$24,688.92	\$25,843.29
4	\$486.87	\$490.93	\$494.97	\$501.01	\$509.01	\$25,317.30	\$26,472.88
5	\$497.00	\$501.01	\$506.48	\$513.14	\$519.17	\$25,843.29	\$26,996.44
6	\$509.01	\$513.14	\$517.18	\$525.26	\$531.30	\$26,472.88	\$27,627.85
7	\$519.17	\$525.26	\$529.28	\$535.35	\$541.39	\$26,996.44	\$28,152.62
8	\$531.30	\$535.35	\$539.36	\$547.44	\$553.52	\$27,627.85	\$28,782.81
9	\$541.39	\$549.49	\$557.53	\$565.59	\$575.70	\$28,152.62	\$29,936.59
10	\$553.52	\$559.57	\$567.65	\$577.74	\$587.82	\$28,782.81	\$30,566.77
11	\$563.60	\$571.78	\$579.75	\$589.83	\$599.93	\$29,307.59	\$31,196.38
12	\$575.70	\$583.78	\$591.87	\$599.93	\$610.20	\$29,936.59	\$31,730.19
13	\$587.83	\$593.85	\$601.95	\$610.20	\$623.17	\$30,567.39	\$32,404.97
14	\$599.93	\$610.20	\$623.17	\$634.80	\$646.92	\$31,196.38	\$33,639.47
15	\$610.20	\$623.17	\$632.94	\$646.92	\$657.81	\$31,730.19	\$34,205.81
16	\$623.17	\$925.99	\$646.92	\$657.81	\$671.62	\$32,404.97	\$34,924.57
17	\$634.80	\$646.92	\$657.22	\$671.62	\$683.21	\$33,009.87	\$35,527.07
18	\$646.92	\$657.81	\$671.62	\$683.21	\$697.03	\$33,639.47	\$36,245.24
19	\$657.81	\$671.62	\$690.16	\$697.03	\$710.97	\$34,205.81	\$36,970.03
20	\$671.62	\$683.21	\$697.03	\$710.97	\$723.06	\$34,924.57	\$37,599.02
21	\$683.21	\$699.40	\$715.61	\$730.44	\$752.48	\$35,527.07	\$39,129.35
22	\$697.03	\$713.23	\$728.04	\$746.80	\$769.53	\$36,245.24	\$39,983.15
23	\$710.97	\$725.41	\$744.07	\$759.23	\$783.77	\$36,970.03	\$40,756.00
24	\$724.13	\$738.40	\$763.89	\$778.03	\$797.82	\$37,654.45	\$41,486.88
25	\$734.14	\$761.04	\$792.27	\$809.12	\$831.76	\$38,175.00	\$43,251.56
26	\$757.42	\$775.12	\$795.04	\$826.19	\$845.96	\$39,386.00	\$43,990.22
27	\$769.53	\$789.34	\$820.49	\$840.38	\$863.04	\$40,015.60	\$44,878.28
28	\$783.77	\$812.07	\$829.00	\$848.81	\$879.95	\$40,756.06	\$45,757.30
29	\$797.82	\$831.76	\$863.04	\$894.08	\$925.33	\$41,486.88	\$48,117.25
30	\$831.76	\$865.73	\$893.96	\$925.33	\$956.38	\$43,251.56	\$49,731.91
31	\$845.96	\$879.95	\$908.27	\$939.42	\$976.27	\$43,990.22	\$50,766.39
32	\$879.95	\$908.27	\$939.42	\$970.61	\$1,004.59	\$45,757.30	\$52,238.87
33	\$908.34	\$939.41	\$974.34	\$1,004.59	\$1,035.66	\$47,230.38	\$53,854.78
34	\$939.42	\$976.27	\$1,004.59	\$1,035.66	\$1,066.91	\$48,849.87	\$55,479.66
35	\$970.12	\$1,004.59	\$1,035.66	\$1,063.88	\$1,097.96	\$50,445.87	\$57,094.31

Grade Step	1st	2nd	3rd	4th	5th	Annual SalaryRange	
A1	\$23,692	\$24,169	\$24,657	\$25,145	\$25,900	\$23,692	\$25,900
A2	\$24,913	\$25,411	\$25,923	\$26,446	\$27,237	\$24,913	\$27,237
A3	\$26,189	\$26,712	\$27,247	\$27,793	\$28,629	\$26,189	\$28,629
A4	\$27,537	\$28,083	\$28,641	\$29,209	\$30,081	\$27,537	\$30,081
A5	\$28,966	\$29,546	\$30,138	\$30,742	\$31,661	\$28,966	\$31,661
A6	\$30,430	\$31,034	\$31,648	\$32,288	\$33,252	\$30,430	\$33,252
A7	\$31,985	\$32,625	\$33,275	\$33,936	\$34,959	\$31,985	\$34,959
A8	\$33,635	\$34,308	\$34,994	\$35,690	\$36,759	\$33,635	\$36,759
A9	\$35,365	\$36,073	\$36,793	\$37,525	\$38,652	\$35,365	\$38,652
A10	\$37,188	\$37,932	\$38,688	\$39,465	\$40,650	\$37,188	\$40,650
A11	\$39,094	\$39,872	\$40,673	\$41,486	\$42,729	\$39,094	\$42,729
A12	\$41,102	\$41,927	\$42,117	\$43,623	\$44,935	\$41,102	\$44,935
A13	\$43,148	\$44,006	\$44,890	\$45,783	\$47,155	\$43,148	\$47,155
A14	\$45,318	\$46,225	\$47,155	\$48,094	\$49,535	\$45,318	\$49,535
A15	\$47,559	\$48,512	\$49,488	\$50,474	\$51,985	\$47,559	\$51,985
A16	\$49,952	\$50,951	\$51,973	\$53,019	\$54,609	\$49,952	\$54,609
A17	\$52,461	\$53,507	\$54,575	\$55,667	\$57,339	\$52,461	\$57,339
A18	\$55,074	\$56,178	\$56,970	\$58,454	\$60,207	\$55,074	\$60,207
A19	\$57,816	\$58,976	\$60,162	\$61,369	\$63,215	\$57,816	\$63,215
A20	\$60,707	\$61,927	\$63,170	\$64,435	\$66,362	\$60,707	\$66,362
A21	\$63,751	\$65,028	\$66,328	\$67,653	\$69,685	\$63,751	\$69,685
A22	\$66,955	\$68,291	\$69,661	\$71,055	\$73,192	\$66,955	\$73,192
A23	\$70,288	\$71,696	\$73,122	\$74,586	\$76,526	\$70,288	\$76,526
A24	\$73,808	\$75,282	\$76,793	\$78,326	\$80,672	\$73,808	\$80,672
A25	\$77,490	\$79,035	\$80,615	\$82,229	\$84,690	\$77,490	\$84,690
A26	\$81,370	\$82,994	\$84,654	\$86,351	\$88,942	\$81,370	\$88,942
A27	\$85,433	\$87,142	\$88,883	\$90,661	\$93,377	\$85,433	\$93,377
A28	\$89,719	\$91,520	\$93,354	\$95,224	\$98,081	\$89,719	\$98,081
A29	\$94,202	\$96,084	\$98,000	\$99,963	\$102,960	\$94,202	\$102,960
A30	\$98,918	\$100,891	\$102,913	\$104,968	\$108,116	\$98,918	\$108,116

SECTION 1. The aforescribed Compensation Plan is hereby adopted for all City Officers and employees and shall be applied to each, except as hereinafter provided.

SECTION 2. The salary for each position is categorized as one (1) of sixty-five (65) "Pay Grades", each of which contains five (5) "Steps". The "Pay Grades" and "Steps" are enumerated and set forth in Table I (Grade 1 – Grade 35) and Table II (Grade A1-Grade A30).

SECTION 3. Notwithstanding any other provision of this Ordinance, any and all employees in the Office of the Mayor shall be excepted from any salary established herein so long as the total of the compensation for such employees does not exceed the annual budget appropriation for personnel services in the Office of the Mayor.

SECTION 4. Notwithstanding any other provisions of this Ordinance, the compensation for positions approved by the Salary Review Commission and legal assistants to the City Solicitor shall be no greater than those herein specified; however, any department head or legal assistant to the City Solicitor may be compensated at a rate lower than that established herein, and that lower compensation shall be allowed by this Ordinance.

SECTION 5. Effective with the adoption of this Ordinance, Officers and Employees of the City of Providence may authorize Employees to perform duties of a higher rated classification only when a temporary vacancy exists in the higher rated classification, cause by leave or retirement, and that said position is funded and provided for in this Ordinance. Said assignment may be for a maximum of 30 days per fiscal year. Any and all other assignments of an out of rank nature must be approved by the City Council following petition by the Personnel Director.

SECTION 6. The provisions of this ordinance shall not be construed as a ratification of any collective bargaining agreement.

SECTION 7. This Ordinance shall take effect upon its Passage.

IN CITY COUNCIL
JUL 25 2003
FIRST READING
READ AND PASSED

Michael R. Clement

IN CITY
COUNCIL

JUL 28 2003
FINAL READING
READ AND PASSED

Richard J. Lombardi
PRESIDENT
Michael R. Clement
CLERK

APPROVED

[Signature]

7/31/03
MAYOR

A true copy
Attest:

Michael R. Clement
Michael R. Clement
City Clerk

ROBERTS, CARROLL, FELDSTEIN & PEIRCE

INCORPORATED

April 15, 2004

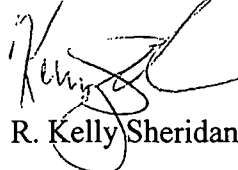
Michael R. Clement
City Clerk
City Hall
Providence, RI 02903

Re: Legal Memorandum to the City Council in Response to Resolution No. 114

Dear Mr. Clement:

I am enclosing a Memorandum I have prepared in response to the Council's request pursuant to Resolution No. 114 for my advice regarding the Employment Agreement signed by the Mayor and the Chief of Police. Please formally submit this communication to the Council.

Very truly yours,



R. Kelly Sheridan

RKS/sch

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DENNIS J. ROBERTS
(1903-1994)

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EDWARD D. FELDSTEIN
RICHARD M. PEIRCE*
R. KELLY SHERIDAN
ROBERT P. LANDAU*
DENNIS E. CARLEY
R. JEFFREY KNISLEY
EDWARD G. AVILA*
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JAMES H. KAPLAN^Δ

Of Counsel
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*
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^Δ
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