

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 771

Approved December 14, 2000

Resolution, Together with accompanying copy of Collective
Bargaining Agreement by and between the City of Providence and the Fraternal
Order of Police, Providence Lodge No. 3 for the period of July 1, 1999 to June 30,
2001.

IN CITY COUNCIL
DEC 14 2000
READ AND PASSED

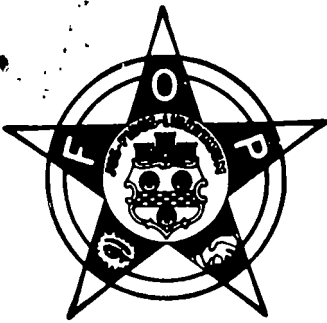
PRES.

CLERK

APPROVED

DEC 15 2000

MAYOR



Providence Lodge No. 3

FRATERNAL ORDER OF POLICE

40 SHERIDAN STREET, PROVIDENCE, RHODE ISLAND 02909

OFFICE (401) 274-6666

FAX (401) 831-3118

20 September 2000

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State Trustee
RAYMOND C. PEZZULLO

Honorable John Lombardi
Council President
City of Providence
25 Dorrance St.
Providence, RI 02903

Dear Mr. President,

After months of negotiations the Fraternal Order of Police, Providence Lodge # 3, signed a Tentative Agreement with the City of Providence on 7 September 2000. The agreement shall cover the period from July 1, 1999 till June 30, 2001.

We feel this agreement is fair to the men and women of the Providence Police Department as well as the citizen's of the City of Providence.


We formally request this Tentative Agreement be placed on the next available City Council docket.

We will also provide 15 copies of the Tentative Agreement and 15 copies of the current Collective Bargaining Agreement (1996-1999) for your review.

As of this writing the City's Finance Director has been notified to prepare the Fiscal Note which needs to be presented along with the Tentative Agreement, which is required for your consideration.

We look forward to the support of the Honorable City Council.

Respectfully;


Michael M. Marcoccio
President
F.O.P. Lodge # 3

IN CITY COUNCIL

OCT 19 2000

Received and Referred
to the Committee on Finance

Michael R. Clement CLERK
BC

THE COMMITTEE ON

Finance
Recommends

Barbara A. Cairns
CLERK

11/15/2000

THE COMMITTEE ON

Finance

Recommends

Anna M. Stelm Approval,
As Amended
CLERK

12-7-00

12-7-00 - public hearing
held

TENTATIVE AGREEMENT

This Tentative Agreement is made and entered into this _____ day of _____, 2000 by and between the CITY OF PROVIDENCE (City) and PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE (FOP).

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I.G.L. §28-7 *et seq.* and §28-9.2 *et seq.*;

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement for a Collective Bargaining Agreement, which Agreement shall be effective from July 1, 1999 to June 30, 2001, and thereafter as provided; and

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

THEREFORE, the parties agree as follows:

1. Article III, Section 2: "Accumulation of Seniority".

◀ Article III, Section 2 of the CBA shall be amended as follows (new language **bolded**):

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

2. Article III, Section 4: "Seniority Rights".

◀ Add the following between the third (3rd) paragraph and fourth (4th) paragraph in Article III, Section 4:

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

- A. First, the moving officer shall be the least senior officer who is on duty in the District being drawn from at that time, and who is not assigned to a steady bid car post.

- B. Second, in the event that an officer described in subsection (A) above is not available, the moving officer shall be the least senior officer on that tour of duty.

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

3. Article IV, Section 3: "Promotion Procedures".

◀ Article IV, Section 3 of the CBA shall be amended as follows:

- (a) Sub-section (A), entitled "Sergeant, Lieutenant, Detective Patrolman", and all references thereto, shall be changed to Sub-section (B) and renamed **"Promotion to the Rank of Sergeant, Rank of Lieutenant, and Position of Detective Patrolman"**.
- (b) Sub-section (B), entitled "Captain", and all references thereto, shall be changed to Sub-section (C) and renamed **"Promotion to the Rank of Captain"**.
- (c) The following new Sub-section (A) shall be added:

"A. Procedure Governing the Administration of Promotional Examinations.

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

(1) Communications with the police testing service.

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

Upon written notification from the President of the Union or his designee to the Chief of the Department or his designee, a representative of the Union shall be permitted to view the communication log maintained by the Department at any time during or after the examination process. Said Union representative, in the presence of a designee of the Department who is authorized to contact the police testing service, shall be permitted to communicate with the testing service in order to verify any and all entries set forth in the communication log. Any Union representative who

views the communication log shall record in the log his/her initials and the date on which he/she viewed the log; and any Union representative who communicates with the police testing service shall record in the log his/her initials and the date on which he/she communicated with the service.

At no time prior to the date anticipated in Sub-paragraph (2) below shall any form of the written examination be delivered or forwarded through any means to the Department, including but not limited to sample written examinations, sample examination questions and/or answers, lists of examination question numbers with corresponding source materials related to said questions, or any other document which directly or indirectly identifies the questions and/or answers of the examination. The delivery of such materials shall occur only pursuant to the process described below in Sub-paragraph (2). Upon the Department's engagement of the police testing service, the Department shall notify said service of the above prohibitions.

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

(2) Delivery of the written promotional examination.

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

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

- (d) In the second sentence of the fifth paragraph of the newly denoted Sub-section (B) (formerly Sub-section (A)), Sub-paragraph (3), change the number of

newly promoted sergeants eligible for movement by the Chief from two (2) sergeants to three (3) sergeants.

- (e) Add the following paragraph to the newly denoted Sub-section (B) (formerly Sub-section (A)), Sub-paragraph (1)(d); and to the newly denoted Sub-section (C) (formerly Sub-section (B)), Sub-paragraph (1), both regarding the examination grievance procedure:

“ Provided, however, if the police testing service forwards a letter pursuant to Sub-section (A), Sub-paragraph (1) to the Department, with a copy to the FOP, verifying that the written examination complies with the requirement in Sub-section (B), Sub-paragraphs (1)(a) and (1)(c) that an equal number (twenty-five (25%) percent) of the questions on said examination are drawn from each of the four designated sources, then said letter will constitute conclusive evidence that the examination was appropriately and legitimately constructed pursuant to the applicable terms of the Agreement and no grievance will be filed with the Department challenging the equalization requirement. Furthermore, in the event that the filing, processing, and/or resolution of any grievance causes a change in the equalization of the percentages of the written examination questions' sources (i.e. if the requirement of twenty-five (25%) percent from each of the four sources described is no longer satisfied), then the examination shall remain intact and shall not be required to be re-administered due to said change.”

4. Article V, Section 1: “Duties”.

◀ Incorporate the "Cell-Block Agreement" into Section 1 by changing the last sentence of Section 1 to read as follows (new language **bolded**, deleted language ~~stricken~~):

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

5. Article VI, Section 8 (New Section): “Departmental Personnel Inspection”.

◀ Add a “Section 8” to Article VI, entitled “Departmental Personnel Inspection”, stating as follows:

“Section 8 – Departmental Personnel Inspection

The parties agree that the Chief of Police shall be permitted to conduct a uniform inspection of the eligible men and women of the Police Department no more than two (2) times per contract year. Each uniform inspection shall be scheduled at the discretion of the Chief of Police, provided, however, the Chief

shall provide notice of the specific date and time of the uniform inspection to the eligible members of the Department at least one (1) week prior to the date of the inspection. Said notice of the date and time of the uniform inspection shall be published, in writing, in locations which best assure that all eligible members of the Department are properly notified; and shall be announced at roll-calls and Departmental meetings within the pertinent time frame. Furthermore, such uniform inspections shall not be scheduled on any of the holidays enumerated in this Agreement or on any other legal holiday.

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

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

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

NOTE: The parties shall execute a Sideletter Agreement stating that the reference to "sick leave" in sub-section (c) of the second paragraph of the newly drafted Section 8 shall be subject to review and tracking by the Department until June 30, 2001, and that said "sick leave" reference shall tentatively terminate on June 30, 2001. The parties shall further agree that if the Department's review and tracking evidences no problems with the "sick leave" language then the provision shall survive the June 30, 2001 tentative termination date.

6. Article IX, Section 1: "Sick Leave", and Section 2(E): "Reasons For Sick Leave", regarding Personal Days.

(a) Change the third (3rd) paragraph of Section 1, the first sentence of Section 2(E), and any other reference where applicable throughout the Contract, to reflect that effective on the date of the implementation and ratification of this Contract, members shall be entitled

to three (3) personal days out of the allotted fifteen (15) sick days in lieu of the current entitlement to two (2) personal days.

(b) Add the following language after the first sentence of Section 2(E):

"A member of the bargaining unit must give notice of his/her intent to use a personal day at least two (2) hours prior to the beginning of his/her shift, in order to use said personal day. Furthermore, if a member either requests to use or gives notice of his/her intent to use a fourth (4th) personal day in a calendar year, he/she shall be charged with the use of a furlough day on that day off and shall receive a letter of warning from the Department notifying him/her that any further request(s) or notice(s) to use personal days in that calendar year shall result in the denial of said request or notice and the forfeiture of one day of salary if the officer fails to report for duty on that day."

(c) In Section 2(E), the sentence following the above new provisions, which sentence begins with "Notwithstanding the foregoing..." shall begin a new paragraph.

7. Article IX, Section 1: "Sick Leave", Section 3: "Severance Pay", and Section 5: "Attendance Bonus".

(a) Change the last paragraph of Section 1 as follows (new language **bolded**, deleted language ~~stricken~~):

"For the purposes of the computation under Section 3 of this Article (re: Severance Pay), ~~effective January 1, 1999~~ a member of the bargaining unit may accumulate one hundred forty (140) sick days and one half (½) of all sick days accumulated over and above one hundred forty (140) days. ~~Effective December 31, 1998,~~ **Notwithstanding**, any member who has accumulated in excess of one hundred forty (140) sick days **as of December 31, 1998 or during the time period commencing January 1, 2000 and ending upon the date of the ratification of this Agreement**, shall not carry said excess days over for severance pay purposes. However, nothing contained herein shall preclude a member from accumulating in excess of one hundred forty (140) sick days for purposes other than severance pay, and for sick leave only."

(b) Change the first paragraph of Section 3 as follows (new language **bolded**, deleted language ~~stricken~~):

"Each member of the Police Department shall be entitled to be credited with severance pay at the rate of one and one-quarter (1¼) days per month, accumulative to a maximum of one hundred forty (140) days and, ~~effective January 1, 1999,~~ one half (½) of all sick days accumulated over and above one hundred forty (140) days. Payment for said accumulated sick days shall be due and payable upon the said member's actual retirement, voluntary separation from

employment, or upon his death if prior to retirement. **However**, nothing contained in this Section shall be construed to vest a member with the right to ~~accrue~~ **accumulate** sick leave days ~~over and above~~ **in excess of** one hundred forty (140) days for severance pay purposes **if said excess days were accrued prior to December 31, 1998 or were accrued within the time period commencing January 1, 2000 and ending upon the date of the ratification of this Agreement.**"

(c) Delete the entire Section 5 and replace it with the following new language:

"Section 5 – Attendance Bonus

The City shall pay an attendance bonus in the amount of five hundred dollars (\$500.00) to any Member who uses no sick leave days in any calendar year pursuant to Section 2(A) of this Article (personal illness or incapacity), Section 2(B) of this Article (care for ill household family members), Section 2(C) of this Article (enforced quarantine), and/or Section 2(D) of this Article (death of relatives other than those set forth in Section 4). The use of any or all of the three (3) allotted personal days pursuant to Section 2(E) of this Article, or the use of any bereavement days pursuant to Section 4 of this Article, shall not preclude a member from receiving the attendance bonus if he/she meets the requirements set forth in the sentence above.

Payment of said attendance bonus for each calendar year shall commence on or before January 20 of the following calendar year, beginning in January, 2001 (covering the calendar year January 1, 2000 to December 31, 2000)."

8. Article XIII, Section 1: "Salaries".

(a) Salary increases shall be as follows:

Contract Year of 7/1/99-6/30/00: 3.25% increase, retroactive to 1/1/00

Contract Year of 7/1/00-6/30/01: 3.75% increase, retroactive to 7/1/00

(b) The salary increases and retroactive payments shall be paid to all members who were employed on the effective dates of the increases, **notwithstanding** whether or not any member(s) retire prior to the execution of this Tentative Agreement; and if a member so retires his/her pension payments shall reflect the appropriate salary increase(s). This provision shall not be construed to establish a practice or precedent with respect to any other Collective Bargaining Agreement by and between the parties, and shall be used solely for purposes of this July 1, 1999 to June 30, 2001 Collective Bargaining Agreement.

(c) The City agrees to pay the base salary portion of retroactive monies due from the 3.25% salary increase and the 3.75% salary increase within thirty (30) days of the City Council's ratification of this Agreement. The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, sick leave, callback, details, FOP membership dues, etc.) due from the 3.25% salary increase and the 3.75% salary increase, within sixty (60) days of the City Council's ratification of this Agreement.

(d) The revised salary schedule for members of the bargaining unit shall be as follows:

<u>Position</u>	<u>7/1/99</u>	<u>1/1/00</u> (3.25%)	<u>7/1/00</u> (3.75%)
Patrolmen Upon Appointment	\$710.22	\$733.30	\$760.80
Patrolmen After 12 Months	\$726.49	\$750.10	\$778.23
Patrolmen After 18 Months	\$772.31	\$797.41	\$827.31
Sergeant	\$885.98	\$914.77	\$949.08
Lieutenant	\$967.25	\$998.69	\$1,036.14
Captain	\$1,013.56	\$1,046.50	\$1,085.74

9. Article XIV, Section 2: "Grievance Procedure".

◀ Change any reference to "American Arbitration Association" to "American Arbitration Association or any other certified arbitration association as agreed upon by the parties in writing".

10. Article XIV, Section 5 (New Section): "Departmental Administrative Duty".

◀ Add a "Section 5" to Article XIV, entitled "Departmental Administrative Duty", stating as follows:

"Section 5 – Departmental Administrative Duty.

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

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

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

In the event the Department places a member on administrative duty for one (1) of the two (2) reasons set forth above in (A) and (B), said member shall not be entitled to request, receive, accept, or work any private duty detail under Article XVI of this Agreement until said investigation and/or the Bill of Rights process has concluded. Members who were charged under the Bill of Rights, and who subsequently were found wholly or partially not guilty and had any recommended disciplinary action wholly or partially rescinded after completion of the Bill of Rights process (through settlement or full hearing), shall be entitled to receive as part of any resulting reimbursement of lost salary and/or benefits, a sum of private duty detail pay equal to the sum received by said member for private duty details worked by the him/her during the period of time prior to the commencement of administrative duty which period was equal in duration to the period of time during which the administrative duty lasted and during which period the member was eligible to work private duty details.

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

11. Article XV, Section 1: “Blue Cross and Physicians’ Service – Active Members”; and Section 2: “Blue Cross and Physicians’ Service - Retirees”.

(a) In both Section 1 covering active members’ health care and Section 2 covering retired members’ health care, change any reference to Blue Cross “City Blue” to Blue Cross “City Blue Coast to Coast”, and change any reference to Blue Cross “Healthmate” to Blue Cross “Healthmate Coast to Coast”; **provided that and to the extent that** the “Coast to Coast” versions of City Blue and Healthmate provide at least an identical level of coverage in all aspects as the respective versions of City Blue and Healthmate without Coast to Coast.

-- **AND** --

(b) For purposes of both Section 1 and Section 2, incorporate as an Exhibit to the Agreement a detailed list of all benefits associated with each health plan provided to members (i.e. Blue Cross Classic Blue, Blue Cross City Blue Coast to Coast, and Blue Cross Healthmate Coast to Coast).

(c) In the list of Blue Cross Classic Blue health care riders in Section 1, change number (8): "Student to 23 Rider" to "**Full Time Student to 25 Rider**".

(d) In Section 2, Sub-section (B), add the following sentence to the end of the paragraph:

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

(e) In Section 2, Sub-section (C), add the following two (2) sentences to the end of the paragraph:

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

12. Article XV, Section 7 (New Section): "Health Care Coverage for Members' Domestic Partners".

◀ Add a "Section 7" to Article XV, entitled "Health Care Coverage for Members' Domestic Partners", stating as follows:

"Section 7 – Health Care Coverage for Members' Domestic Partners.

The City shall provide the applicable health insurance coverage set forth and described above in Section 1 (covering Active Members), Section 2 (covering Retired Members), and Section 3 (Delta Dental coverage), for the domestic partner of any member of the bargaining unit, as the term "domestic partner" is defined by the health care coverage provider. Provided, however, said member and his/her domestic partner must satisfy each and every requirement for such health care coverage as may be established from time to time by the health care coverage provider, including but not limited to the completion and execution of the affidavits attached hereto."

13. Article XV, Section 8 (New Section): "Employee Assistance Program Trust Fund".

◀ Add a "Section 8" to Article XV, entitled "Employee Assistance Program Trust Fund", stating that the City shall contribute funds of \$5,000 per year to the FOP's Employee Assistance Program Trust Fund; which funds shall be used for the training of the administrators of the Program and for assistance to members enrolled in the program. Said funds shall be payable on the first day of July in each calendar year. The Union

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

14. Article XXII, Section 1: "Duration of Agreement"

◀ Change the duration dates in the first paragraph of Section 1 to: "...beginning July 1, 1999 and ending June 30, 2001"; and change the duration dates in the second paragraph to state: "...July 1, 1999 to June 30, 2001".

(end of page)

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 28th day of September, 2000.

Vincent O'Leary
CITY OF PROVIDENCE

By:

[Signature]
WITNESS
[Signature]
WITNESS

[Signature]
PROVIDENCE LODGE #3,
FRATERNAL ORDER OF POLICE
By:

[Signature]
WITNESS
[Signature]
WITNESS

DECLARATION OF DOMESTIC PARTNERSHIP

1. We hereby certify that, as same-sex domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:

We have been each other's sole domestic partner and have shared a common residence for at least twelve (12) consecutive months and we have every intention of remaining indefinitely in the relationship. (Please complete the Certification of Residency form included with this packet.)

Neither of us is married to anyone else.

We are jointly responsible for each other's common welfare and basic living expenses.

We are both at least eighteen (18) years old and are mentally competent to consent to contract.

We are by law adults and are not related by blood closer than would bar marriage in our state of legal residence.

2. We agree to notify the Providence Police Department if the status of this relationship changes – including termination of the relationship or failure to meet any of the above criteria – by filing a Change of Status form no later than thirty (30) days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of twelve (12) months after filing a Change of Status form or twelve (12) months after coverage has been canceled.

3. I understand that under current tax regulations, the Providence Police Department is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the Providence Police Department's contribution to the benefit plan related to covering my partner or my partner's dependent children.

Please note: After consulting with your tax advisor, if your domestic partner and his/her dependent children are considered your "dependents" as defined under Section 152 (a) (9) of the Internal Revenue Code, you will need to complete the Tax Certification of Dependency form.

4. We understand that the coverage elected will remain in effect will remain in effect until any of the following occurs:

The next plan year in which the coverage is changed;

Termination from benefit plan due to ineligibility takes place;

The domestic partnership is terminated;

The death of the enrolled domestic partner; or,

A change in the eligibility status of my partner's children (if applicable) takes place.

We understand that the information contained in this Declaration is confidential and is being provided for the sole purpose of determining eligibility for benefits.

We affirm that the statements attested to in this Declaration are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Providence Police Department for any expenses incurred as a result of any false or misleading statement contained in this Declaration. It is further understood that a false statement could result in disciplinary or legal action, including termination of employment at the Providence Police Department.

Employee Signature Date

Domestic Partner Signature Date

Employee Social Security #

Domestic Partner Social Security #



Finance Department

"Building Pride In Providence"

October 12, 2000

Councilman Kevin Jackson,
Chairman
Providence City Council Finance Committee
Providence City Hall
Providence, Rhode Island 02903

Dear Councilman Jackson:

This office has review the financial impact of the proposed police contract for fiscal years 2000 and 2001, and the results are as follows:

- Salary Increases: A 3.25% increase, effective January 1, 2000, and a 3.75% increase, effective July 1, 2000, will result in a total salary increase of approximately \$435,000 in fiscal 2000 and \$1,020,000 in fiscal 2001.
- Health Coverage: Health coverage will be offered to the domestic partners of police employees. While it is not possible to forecast the exact cost of this provision, it is expected that the cost will be minimal.

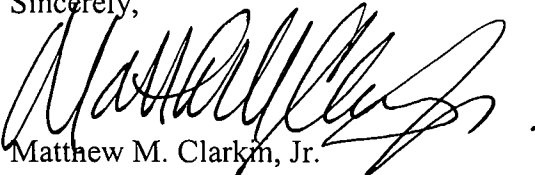
In addition, the Blue Cross Classic Blue health care rider for full-time students is changed from 23 to 25 years old. This change may result in increased costs, however, the increase should be minimal.

- Attendance Bonus: An Attendance Bonus of \$500 will be paid to those employees that work an entire year without using a sick day. Based on the number of employees that received this bonus in the fire department over the past years, it is expected that this change will result in increased costs of approximately \$5,000 annually. However, because of potential savings in callback due to this new provision, the net cost should be less than \$5,000 and a net savings is also possible.
- Employee Assistance Program Trust Fund: The City will contribute \$5,000 annually to the Fraternal Order of Police's (FOP's) "Employee Assistance Program Trust Fund". This contribution will be used for the training of the administrators of the Program and for assistance to members enrolled in the program.

The net effect of this contract is an increase of approximately \$1,465,000 to the police budget.

Alex Prignano and myself will be available to meet with you and the Finance Committee at your convenience to discuss this contract in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", followed by a period.

Matthew M. Clarkin, Jr.
Budget Analyst

Cc: Michael Clement, City Clerk
Council Members
Artin Coloian, Mayor's Chief of Staff
Boyce Spinelli, Director of Administration
Alex Prignano, Finance Director
Jim Lombardi, Internal Auditor
Kathy Moretti, Personnel Director
John Partington, Commissioner of Public Safety

CERTIFICATION OF RESIDENCY

Employee Name

Domestic Partner Name

For same-sex domestic partners to be eligible for health coverage, both you and your partner must demonstrate that, for at least the past 12 months, you have been jointly responsible for each other's common welfare and financial obligations.

To verify this mutual commitment, you will need to provide two documents showing evidence of this (as required by the insurance carriers). At least one of these documents must verify your common household address.

Suggested documentation includes the following; please check the items you are providing:

- ☐ Documents showing joint mortgages or leases showing joint tenancy;
- ☐ Canceled rent checks (for last 12 months) showing payments on a common household;
- ☐ Documents verifying the designation of domestic partner as primary beneficiary on life and/or retirement contracts;
- ☐ Documents showing joint ownership of a motor vehicle;
- ☐ Documents verifying joint credit accounts;
- ☐ Wills listing one another as beneficiary;
- ☐ Documents showing the execution of a durable power of attorney naming the domestic partner;
- ☐ Voter registration cards or voting records showing a common household;
- ☐ Passports showing a common household; and,
- ☐ Other documentation showing that the persons satisfy the common-household residency requirements.

Please attach copies of two of the above documents and forward along with your completed Declaration of Domestic Partnership form.

Note: The information contained in these documents will be treated as confidential.