

RESOLUTION OF THE CITY COUNCIL

No. 136

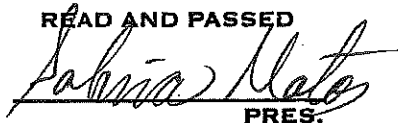
Approved March 25, 2021

RESOLVED, That the accompanying copy of the Tentative Agreement by and between the City of Providence, Rhode Island and the Providence Fraternal Order of Police, Lodge No. 3 for the period of July 1, 2019 through June 30, 2023, is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL

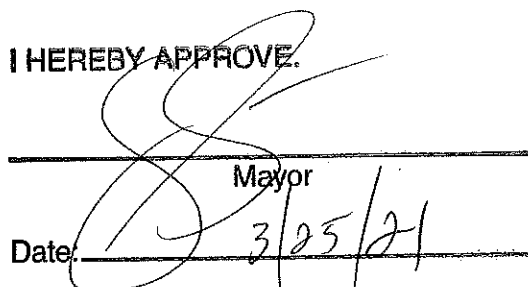
MAR 18 2021

READ AND PASSED


PRES.


CLERK

I HEREBY APPROVE.


Mayor

Date:

3/25/21



Mayor of Providence

Jorge O. Elorza

January 29, 2021

HAND-DELIVERED

Honorable Council President
Sabina Matos
Providence City Council
Providence City Hall
Providence, RI 02903

RE: Providence FOP Agreement

Dear Council President Matos:

Enclosed with this correspondence please find the tentative agreement by and between the City of Providence, Rhode Island and the Providence Fraternal Order of Police, Lodge No. 3 for the period of July 1, 2019 through June 30, 2023.

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

Sincerely,


Jorge O. Elorza
Mayor

Enclosure

JULY 1, 2019-JUNE 30, 2023 COLLECTIVE BARGAINING AGREEMENT

by and between

THE PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE

and

THE CITY OF PROVIDENCE, RHODE ISLAND

TENTATIVE AGREEMENT

This ***Tentative Agreement*** is made and entered into this 21 day of JANUARY, 2021 by and between the **City of Providence ("City")** and the **Providence Lodge #3, Fraternal Order of Police ("FOP")**.

This ***Tentative Agreement*** concerns the Collective Bargaining Agreement by and between the parties that shall be effective between **July 1, 2019 and June 30, 2023**.

WHEREAS, the parties have conducted good faith and amicable collective bargaining negotiations pursuant to RIGL §28-7 *et seq.* and §28-9.2 *et seq.*, meeting multiple times in between approximately August 17, 2019 and the parties' last meeting on December 1, 2020;

WHEREAS, the parties' negotiations have resulted in this ***Tentative Agreement*** forming the basis for the Collective Bargaining Agreement which shall be effective for the four-year period of July 1, 2019 to June 30, 2023;

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

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

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

WHEREAS, the final ratification of this ***Tentative Agreement*** and thus of the new 2019-2023 Collective Bargaining Agreement resulting therefrom shall result in the settlement and dismissal of all Interest Arbitration proceedings pending between the parties; and

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

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

JULY 1, 2019 - JUNE 30, 2023 COLLECTIVE BARGAINING AGREEMENT

TA #1: Article I, Section 3 ("Dues Deduction") and Section 6 ("Union Security"):

- The parties have agreed to amend Article I, Section 3 and Section 6 as follows in order to comply with the United States Supreme Court's *Janus Decision* eliminating "agency fees":

"Section 3 - DUES DEDUCTION

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

~~The City shall deduct Providence Lodge #3 dues upon receipt of authorization of members of Providence Lodge #3 who sign lawful deduction form cards to be supplied by the Lodge. The City shall forward to the Financial Secretary of Providence Lodge #3 such deductions each week following the week of deduction.~~

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

...

"Section 6 - UNION SECURITY

All members of the bargaining unit shall have the right to join or refrain from joining Providence Lodge #3. Any member who chooses not to join Providence Lodge #3 ~~(except those persons who are not members of the Providence Lodge #3 on the date of the signing of this Agreement)~~, and who is covered by the terms of this Collective Bargaining Agreement, shall, however, be required to pay to the Providence Lodge #3 a "Service Fee" on an as needed basis and as permitted by applicable law, if and only if said member wishes to utilize the Lodge's legal and/or attorney services for purposes of the Grievance Process set forth in this Agreement and/or for representation with respect to disciplinary matters, in the Lodge's capacity as the exclusive bargaining agent of all members of the Department, which "Service Fee" is intended to solely apply to the Lodge's attorneys' fees or other fees associated with such Grievance Process and/or representation with respect to disciplinary matters ~~an amount of money equal to the initiation fee uniformly required for membership in Providence Lodge #3, and a weekly service fee equal to the weekly dues charged members of Providence Lodge #3 to defray the costs in connection with Providence Lodge #3's legal obligations and responsibilities as the exclusive bargaining agent of the members of the bargaining unit.~~

~~In addition, any member of the bargaining unit who chooses not to join Providence Lodge #3 (except those persons who are not members of Providence Lodge #3 on the date of the signing of this Agreement), shall be required to pay any assessment uniformly levied upon all members of Providence Lodge #3 in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement. The aforesaid payments shall be payable on or before the first day of each month and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those persons who are members of Providence Lodge #3.~~

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

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

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

TA #2: Article II, Section 3 ("Minimum Manning"); and Article III, Section 5 ("Seniority Rights for Shifts, Beats and Posts"):

- The parties have agreed to amend Article II, Section 3 as follows with respect to "split" Beats & Posts and with respect to the duties of Patrol Bureau Sergeants:

"Section 3 - MINIMUM MANNING

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

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

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

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

<u>Time Periods:</u>	<u>Number of Sergeants:</u>
7:00 a.m.--3:00 p.m.	3 2 sergeants in street; 1 desk sergeant
3:00 p.m.--7:00 a.m.	3 sergeants in street; 1 desk sergeant

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

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

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

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

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

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

TA #3: **Article III, Section 5 ("Seniority Rights for Shifts, Beats and Posts"):**

- The parties have agreed to amend the following paragraph which is set forth in Article III, Section 5 as follows:

"Only members who have actually been working on a certain shift in any capacity for at least thirty (30) days as of the date that the Police Department posts a bid to fill a vacancy in a patrol car or walking/bicycle beat or post on that shift ~~becomes vacant and available on that shift~~, shall be eligible to and thus permitted to submit an application to ~~for~~ bid to said vacant patrol car or walking/bicycle beat or post."

TA #4: Article XIII, Section 1 – (Salary Scale):

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

- 7/1/19: 4.5% salary increase

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

- 7/1/20: 4.5% salary increase

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

- 7/1/21: 4.5% salary increase

- 7/1/22: 3.75% salary increase

• **New Hires' Salary Increase Reduced Scale:** ONLY during the term of this Agreement (i.e. as of June 30, 2023 this provision shall automatically "Sunset" and terminate), and ONLY applicable for Officers who are hired during the term of this Agreement BUT after the final ratification of this Agreement (i.e. this New Hires' Salary Increase Reduced Scale shall not apply to Officers who may have already been hired during the term of this Agreement but prior to the final ratification of this Agreement, meaning that this provision will begin to apply with the ***members of the Providence Police Department's 70th Class to be hired in 2021***), the Wage Rates for such Officers shall be calculated as follows:

Hire Year: **Reduced Salary Scale:**

7/1/19: New Third Grade Base as of 7/1/19 = **\$1,123.01** ... then less 9%, which equals **\$1,021.94**

**Not applicable as no Officers hired in 7/1/2019-6/30/2020*

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

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

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

7/1/21: New Third Grade Base as of 7/1/21 = **\$1,226.36** ... then less 9%, which equals **\$1,115.99**

 New Second Grade Base as of 7/1/21 = **\$1,254.47** ... then less 6%, which equals **\$1,179.21**

 New First Grade Base as of 7/1/21 = **\$1,333.59** ... then less 3%, which equals **\$1,293.59**

7/1/22: New Third Grade Base as of 7/1/22 = **\$1,272.35** ... then less 9%, which equals **\$1,157.84**

 New Second Grade Base as of 7/1/22 = **\$1,301.52** ... then less 6%, which equals **\$1,223.44**

 New First Grade Base as of 7/1/22 = **\$1,383.61** ... then less 3%, which equals **\$1,342.10**

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

Example: **Weekly Wage Rates for Officers hired on June 1, 2020 in the 7/1/20-6/30/21 Contract Year:**

→ Year 1: 7/1/20 (3rd Grade Patrol Officer): **\$1,067.93** (would have been **\$1,173.55**)

→ Year 2: 7/1/21 (2nd Grade Patrol Officer): **\$1,179.21** (would have been **\$1,254.47**)

→ Year 3: 7/1/22 (1st Grade Patrol Officer): **\$1,342.10** (would have been **\$1,383.61**)

→ Year 4: 7/1/23 (1st Grade Patrol Officer): Same as all 1st Grade Patrol Officers
(**\$1,383.60** + any 7/1/23 Salary Increase)

TA #5: Article XIII, Section 1 ("Salaries"), Subsection (B) ("Night Relief Salary Increment"):

- The parties have agreed to amend Article XIII, Section 1(B) as follows with respect to members' receipt of the Night Relief Salary Increment, effective as of the date of the final ratification of this Agreement:

"B. Night Relief Salary Increment.

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

All members of the bargaining unit who have served less than one (1) ~~five (5)~~ full years on the Department and who are members of the night reliefs shall receive as salary an additional \$13.00 per week over and above the specified rate, which additional amount shall be included as part of the member's base pay. ~~and~~

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

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

TA #6: Article XV, Section 1 (“Blue Cross and Physicians’ Service – Active Members”), Subsection (E) (“Active Members’ Health Insurance Contribution (Co-Share) Payments”):

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

**This Chart shows the revised “Contract Language” amounts, some of which are not retroactive and thus will not actually be “in effect” (NOTE: The “Individual + Spouse” and “Individual + Children” categories are new categories implemented as of March 1, 2020, and members in said categories were previously in the “Family” category):*

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

**This Chart shows the actual “In Effect” amounts (NOTE: The “Individual + Spouse” and “Individual + Children” categories are new categories implemented as of March 1, 2020, and members in said categories were previously in the “Family” category):*

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

TA #7: **Article XV, Section 1 ("Blue Cross and Physicians' Service – Active Members"), Subsection (D):**

• The parties have agreed to amend Article XV, Section 1, Subsection (D) as follows, effective as of March 1, 2021:

- Increase the Specialist Co-Payment from \$20 to \$30 per visit.
- Increase the Urgent Care Co-Payment from \$20 to \$50 per visit.
- Increase the Prescription Drug Co-Payments by \$5, from \$5/\$25/\$40 to \$10/\$30/\$45; BUT Maintain the \$600/year Prescription Drug Co-Payment Cap.

TA #8: **Article XV, Section 2 ("Blue Cross and Physicians' Service - Retirees"), Subsection (E) ("Retired Members' Health Insurance Contribution (Co-Share) Payments"):**

• The parties have agreed to amend Article XV, Section 2, Subsection (E) to increase Retired Members' Healthcare Contribution Payments as follows, applicable only to members who retire on or after the date of the final ratification of this Agreement:

**This Chart shows the revised "Contract Language" amounts, some of which are not retroactive and thus will not actually be "in effect", as the new amounts apply only to members who retire on or after the date of the final ratification of this Agreement:*

<u>Category:</u>	<u>6/30/19</u> (prior CBA):	<u>7/1/19:</u>	<u>7/1/20:</u>	<u>7/1/21:</u>	<u>7/1/22:</u>
- Individual:	\$850/year \$70.83/month	\$950/year \$79.17/month	\$1,050/year \$87.50/month	\$1,225/year \$102.08/month	\$1,225/year \$102.08/month
- Family:	\$1,600/year \$133.33/month	\$1,750/year \$145.83/month	\$1,900/year \$158.33/month	\$2,125/year \$177.08/month	\$2,125/year \$177.08/month

**This Chart shows the actual "In Effect" amounts", as the new amounts apply only to members who retire after the date of the final ratification of this Agreement:*

<u>Category:</u>	<u>6/30/19</u> (prior CBA):	<u>7/1/19:</u>	<u>tbd/tbd/21:</u>	<u>7/1/21:</u>	<u>7/1/22:</u>
<i>*AS OF the Ratification Date</i>					
- Individual:	\$850/year \$70.83/month	\$850/year \$70.83/month	\$1,050/year \$87.50/month	\$1,225/year \$102.08/month	\$1,225/year \$102.08/month
- Family:	\$1,600/year \$133.33/month	\$1,600/year \$133.33/month	\$1,900/year \$158.33/month	\$2,125/year \$177.08/month	\$2,125/year \$177.08/month

TA #9: **Article XV, Section 4 (“Delta Dental Benefits”):**

- The parties have agreed to amend Article XV, Section 4 in order to add the following fixed Dental Contribution Payments, effective as of March 1, 2021:

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

TA #10: **Article XV, NEW Section 9 (“Other Post-Employment Benefits (OPEB) Contributions”):**

- The parties have agreed to amend Article XV by adding a new Section 9 regarding the creation by the City of an OPEB Trust, with the following required Member OPEB Contributions:

<u>7/1/19:</u>	None.
<u>7/1/20:</u>	None.
<u>7/1/21:</u>	\$200.00/year (\$3.85/week) per Member.
<u>7/1/22:</u>	\$200.00/year (\$3.85/week) per Member.

TA #11: **Article XVI (the Detail Pay Provisions of the CBA):**

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

TA #12: **Article XXI, Section 1 (“Pension Plan and Benefits”), Subsection (B) (“Pension Contributions”).**

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

<u>7/1/19:</u>	Increase from 8% to 10.25% of “pension base” salary.
<u>7/1/20:</u>	Increase from 10.25% to 11.5% of “pension base” salary.
<u>7/1/21:</u>	Increase from 11.5% to 12% of “pension base” salary.
<u>7/1/22:</u>	Increase from 12% to 13.5% of “pension base” salary.

TA #13: Article XXI, Section 1 ("Pension Plan and Benefits"), Subsection (C) ("Pension Plan Benefits").

• The parties have agreed to amend the following paragraph set forth in Article XXI, Section 1, Subsection (C) as follows, in conjunction with a corresponding amendment to Section 17-189 (a)(3) of the City of Providence Code of Ordinances to be enacted by the Providence City Council:

"Effective as of January 1, 2021 ~~March 1, 2012~~, the Mandatory Retirement Age for members of the bargaining unit shall be changed from the age of ~~sixty (60)~~ to the age of sixty-three (63) to the age of sixty-five (65), meaning that any members who have not yet reached the age of 63 ~~60~~ as of January 1, 2021 ~~March 1, 2012~~ may remain employed as a member of the Police Department until December 31st of the year in which he/she reaches the age of 65 ~~63~~."

TA #14: Section 33 – "Length of Agreement":

• The Collective Bargaining Agreement shall be for the four-year term beginning **July 1, 2019 and ending June 30, 2023.**

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

CITY OF PROVIDENCE

By: Jorge O. Elorza
Mayor of the City of Providence

WITNESS

WITNESS

PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE

By: Michael Imondi
FOP President

WITNESS

WITNESS

Approved as to Form and Correctness:

Jeffrey Dana
JEFFREY DANA,
Providence City Solicitor

Date: 1/21/21

EXHIBIT "A" TO TENTATIVE AGREEMENT #11

→ Article XVI of the CBA is hereby amended in its entirety as follows, with respect to provisions and procedures concerning the assignment to and coverage of Private Details by Members (changes are marked in the Microsoft Word Track Changes Format):

ARTICLE XVI

Section 1 - DETAIL LISTS AND DETAIL PAY

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

A. Uniform Division Detail List.

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

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

<u>A Group Days</u>	<u>B Group Days</u>	<u>C Group Days</u>
<u>A Group Out First</u>	<u>B Group Out First</u>	<u>C Group Out First</u>
<u>A Group Out Last</u>	<u>B Group Out Last</u>	<u>C Group Out Last</u>

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

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

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

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

B. Supplemental Non-Uniform Division Detail List.

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

Zone Safety Identification Card discussed above. The Department shall supply members on the Non-Uniform Division Detail List with any necessary uniform clothing and equipment.

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

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

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

D. Retired Members Detail List.

There shall also be maintained by the Department a "Retired Members Detail List", which list shall be made up of Retired Members of the Police Department who are members "in good standing" of the FOP, who have been approved by the Chief of Police for inclusion on the List, who are not retired on any form of Disability Pension, and who are no more than ten (10) years older than the mandatory retirement age applicable to active members of the Police Department. The Retired Members Detail List shall only be available for use as follows:

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

detail, he/she must notify the Detail Office and give the detail back to the Office for re-assignment.

- Retired members may only be assigned a detail from the Detail Office, and may not receive a detail from an Active Member via a "trade" or "swap".

- Retired members on the Retired Members Detail List shall be required to adhere to and follow any rules, regulations, requirements, qualification standards, and/or policies governing their right to work details, as set forth by the City of Providence.

E. Private Duty Detail Pay.

All members of the bargaining unit who are required to report to private duty details, shall be paid at the rate of time and one-half (1½ 1/2) of his/her ~~their~~ regular rate of pay for the position required for said detail (i.e. patrolman rate for a patrolman position, detective rate for a detective position, sergeant rate for a sergeant position, lieutenant rate for a lieutenant position, captain rate for a captain position), notwithstanding the Department rank of the member working said detail (i.e. a sergeant who works in a patrolman detail position shall be paid at the patrolman rate of pay). The rate of pay for a patrolman position shall be based upon the rate of a First Grade Patrol Officer. Provided however, effective as of February 1, 2013 the City shall raise the charge for police details by \$2.00 per hour, per officer, with \$1.50 thereof going to the officer and \$.50 cents to the City. Moreover, no member may serve in a detail position that is of a rank higher than said member's Department rank (i.e. a Department patrolman cannot work in a detail position that requires a sergeant or above).

All members who are required to report to private duty details ~~and~~ shall be granted at least the minimum of four (4) hours pay at the rates set forth above ~~said rate. The rate of pay for all patrolmen assigned to details shall be based on the rate of pay of a First Grade Patrol Officer. Provided however, effective as of February 1, 2013 the City shall raise the charge for police details by \$2.00 per hour, per officer with 1.50 thereof going to the officer and \$.50 cents to the City. The increase Detail Rate shall be incorporated in to the collective bargaining agreement by and between the City and the Union.~~

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

In determining the hours worked, any period of time worked in any one one-half (1/2) hour period shall be considered as one (1) full ~~half~~ hour.

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

Section 2 - SPECIAL HOLIDAY DETAIL PAY

Private details on: Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Holy Saturday and Easter Sunday, shall be compensated for at the rate of double the regular rate for detail pay rate explained in Section 1(E) above. In determining whether the detail is worked on a particular day or not, the day will be considered to commence at 12:01 o'clock a.m. on the day of the holiday up to 8:00 o'clock a.m. on the day following the holiday.

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

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

Section 3 - ASSIGNMENTS OF DETAILS AND LIST

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

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

All regularly scheduled private duty details must be assigned by the Detail Office to members who are listed on the Uniform Division Detail List on a rotating basis. All such private duty detail assignments must be posted in a conspicuous place within the Uniform Division Headquarters (i.e. the Uniform Division Bulletin Board) at least three (3) days prior to the scheduled date of the detail. Details shall be assigned on a rotating basis as far as practicable. All detailed assignments shall be made by a so-called "Detail Officer" who shall be a superior officer assigned by the Chief. The Detail Officer shall have control over the detail list and

~~responsibility for ensuring the proper operations of details. Upon the request of the President of the FOP, the~~
~~Detail Officer shall submit to the President of Providence Lodge #3 at the end of each week a list of all details~~
~~of the prior week from the sixty (60) days prior to said request, containing the names of all members who~~
~~were assigned to details for that period week; and furthermore, upon request, the Detail Officer shall also~~
~~submit to the President of Providence Lodge #3 at the end of each pay period a list of those employees who~~
~~were paid for each detail for the sixty (60) days prior to said request.~~

B. Detail Assignment and Replacement Officers.

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

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

C. Refusal and Unavailability.

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

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

Provided however, if a member who has been assigned a private duty detail refuses said detail
pursuant to one (1) of the above three (3) acceptable excuses, then said member shall make all reasonable

attempts to notify the Detail Office that he/she is unable to accept the detail, and in the event the Detail Office is closed pursuant to the hours of operation set forth in this Article the member shall make all reasonable attempts to notify the Officer in Charge that he/she is unable to accept the detail. In all other instances a member who has been assigned a private duty detail must either work said detail or find a replacement officer to work said detail.

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

- while on vacation leave, sick leave, bereavement leave, injured on duty status, or a regular (Group) day off,
- while on suspension from the Police Department, or
- while on suspension from the Detail List as more particularly described below or
- within twenty-four (24) hours three (3) days from the end of an following a return from absence under Article IX, Section 2 (i.e. Sick Leave; except however for absence due to the use of a personal day under Section 2(E), which absence shall not cause a member's ineligibility for assignment to a detail).

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

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

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

D. Assignment of Details not Regularly Scheduled.

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

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

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

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

~~All regularly scheduled details shall be assigned and a list posted with such assignments at least three (3) days prior to the regularly scheduled detail.~~

Section 4 - REMOVAL OF NAME FROM DETAIL LIST

Any member of the bargaining unit shall have the right to withdraw his/her name from a the Detail List at any time, but once withdrawn, an individual must wait a period of thirty (30) days before being placed back on the detail list for a specific day, week, or any other specified period of time. The member shall not be eligible to accept and work a detail on that specific date or during that specific time. Members must notify the Detail Office of their eligibility. No member's name shall be deleted from the detail list without his consent, or unless the member has violated one of the following provisions relative to details:

OFFENSE/VIOLATION:

PENALTY:

A. Failure to Appear at a Detail

• **First violation** within a calendar year $\equiv$ 2 week's ~~1 month's~~ suspension from detail list.

• **Second violation** within a calendar year $\equiv$ ~~1~~ 6 months' suspension from detail list.

• **Third violation** within a calendar year $\equiv$ 6 month's ~~1 year's~~ suspension from detail list.

~~B. Refusing to Accept More Than Three Detail~~

~~• **First violation** within a Assignments in a 6 Week Period of Time calendar year written warning.~~

~~• **Second violation** within a calendar year 1 month's suspension from detail list.~~

~~• **Third violation** within a calendar year 6 months' suspension from detail list.~~

B.C. Unexcused Tardiness (Over 15 Minutes)
i.e. Unless a reasonable excuse is provided
to the Detail Office

Same as "A B"

C.D. Leaving Detail Early Without Obtaining Permission

Same as "A B"

~~E. Taking an Extended Lunch Break~~

~~Same as "B"~~

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

Same as "A B"

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

Same as "A B"

F.H. Violation of Departmental Regulation While on Detail

Same as "A"

G.I. Accepting a Detail While Suspended from the Detail List

• **First violation** $\equiv$ suspension doubled.

• **Second violation** $\equiv$ suspension quadrupled.

• **Third violation** $\equiv$ permanent removal.

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

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

~~There shall only be three (3) acceptable excuses for refusing to accept a detail assignment. They are as follows:~~

- ~~1. Working, or being scheduled to work, a regular assigned police department work shift which would interfere with the detail.~~
- ~~2. Making a required court appearance as set forth in Article VI, Section 4 of this Agreement.~~
- ~~3. Being on an approved leave of absence (sick leave, IOD, etc.).~~

~~If a member is eligible but not available for a detail assignment, he shall notify the Detail Officer in writing at least three (3) days in advance except in a case of an emergency. If a member fails to comply with this requirement and subsequently refuses to accept the detail, he shall be considered as having refused to accept the detail (see "B" above).~~

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

However, members who have begun to serve or fully served any suspension period(s) in a calendar year shall begin the subsequent calendar year with no accrued violations. For example, if a member either

begins to serve or fully serves a suspension for a first "A" type violation in a calendar year, in the beginning of the subsequent calendar year his/her first "A" type violation shall be the first such violation and not the second violation (as carryover from the previous year).

Moreover, a member must serve the entire suspension period from the Detail Lists, even if said suspension period carries over into the subsequent calendar year; and suspension time from the Detail Lists may only be served while the member is eligible to work details (i.e. not while IOD or out on sick leave).

Section 5 - MANPOWER FOR DETAILS

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

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

<u>25</u>	<u>1 Captain, 3 Lieutenants, 4 Sergeants, 17</u> <u>Patrol Officers</u>
<u>26-29</u>	<u>1 Captain, 4 Lieutenants, 4 Sergeants, 17-20</u> <u>Patrol Officers</u>
<u>30</u>	<u>1 Captain, 4 Lieutenants, 4 Sergeants, 21</u> <u>Patrol Officers</u>
<u>31-39</u>	<u>1 Captain, 4 Lieutenants, 5 Sergeants, 21-29</u> <u>Patrol Officers</u>
<u>40</u>	<u>1 Captain, 5 Lieutenants, 6 Sergeants, 28</u> <u>Patrol Officers</u>
<u>40+</u>	<u>Same as 40, except an additional 1</u> <u>Lieutenant, 1 Sergeant, and the remainder</u> <u>Patrol Officers for every additional 10</u> <u>officers required.</u>

<u>TOTAL NUMBER OF MEN</u>	<u>COMPOSITION</u>
<u>1</u>	<u>1 Ptlm.</u>
<u>2</u>	<u>2 Ptlm.</u>
<u>4</u>	<u>1 Sgt.; 3 Ptlm.</u>
<u>5</u>	<u>1 Lt.; 1 Sgt.; 3 Ptlm.</u>
<u>10</u>	<u>1 Lt.; 2 Sgt.; 7 Ptlm.</u>
<u>15</u>	<u>1 Capt.; 2 Lt.; 2 Sgt.; 10 Ptlm.</u>
<u>20</u>	<u>1 Capt.; 2 Lt.; 3 Sgt.; 14 Ptlm.</u>
<u>25</u>	<u>1 Capt.; 3 Lt.; 4 Sgt.; 17 Ptlm.</u>
<u>30</u>	<u>1 Capt.; 4 Lt.; 4 Sgt.; 21 Ptlm.</u>
<u>40</u>	<u>1 Capt.; 5 Lt.; 6 Sgt.; 28 Ptlm.</u>

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

~~It shall be at the discretion of the Chief of Police as to the number of captains and lieutenants that are assigned to a detail. All details requiring uniformed members of the bargaining unit shall be taken from the uniformed division (as defined in the Department organizational chart), and shall be offered to all available patrolmen before being offered to any other rank or division. Notwithstanding the foregoing, a supplemental uniformed detail list shall be established and shall be comprised of all current non-uniformed personnel who wish to be placed on the supplemental uniformed detail list. To the extent that such personnel do not have a complete uniform, the City will provide whatever is deemed necessary by the City to complete the uniform.~~

~~This supplemental uniformed detail list shall be resorted to after the uniformed division list is exhausted, and all provisions of Article XVI apply.~~

~~All members who do not fall within the Uniform Division shall be considered members of the Plainclothes Division for details only. All details requiring plainclothes members of the bargaining unit shall be taken from the Plainclothes Division and shall be offered to all available detectives or patrolmen before being offered to any other rank or division.~~

Section 6 SPECIAL PROVISIONS FOR PROVIDENCE CIVIC CENTER DETAILS

~~In assigning details for work at or in connection with events at the Providence Civic Center at which uniformed members of the bargaining unit are required, details shall be assigned in the following order:~~

~~A. Such details shall first be offered to members of the bargaining unit who are on the uniformed division detail list, and all of the provisions of Article XVI shall apply.~~

~~B. In the event that more officers are needed, individuals on the supplemental uniformed detail list shall be assigned, and notwithstanding any other provision of this Article or this Agreement, such individuals may not refuse said detail. Specifically, said individuals must either work the detail or obtain a replacement.~~

~~C. If additional officers are needed, the City will resort to volunteers, i.e., those members who have a uniform and are available for uniformed details but do not appear on the supplemental uniformed detail list.~~

~~D. In the event that additional officers are needed, the City may require officers on the uniformed detail list and the supplemental uniformed detail list to accept the detail, provided that the City will use its best efforts to assign those members who are either on a long day or work day before assigning members on a day off.~~

~~E. In the event additional personnel are required, the City may require personnel whose names do not appear on any detail list to work the detail, provided that the City will use its best efforts to assign such individuals who are either on a long day or work day before assigning members on a day off to work said detail.~~

~~F. The provisions of this Section 6 supersede any provisions of this Agreement which are inconsistent therewith.~~

Section 6.7 - INJURIES ON DETAILS

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

Section 7 – CANCELLATION OF DETAILS

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

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

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

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

Lawrence J. Mancini
Chief Financial Officer



7A
Jorge O. Elorza
Mayor

Finance Department
"Building Pride In Providence"

February 10, 2021

Councilman John J. Igliazzi,
Chairman, Committee on Finance
Honorable Members of Committee on Finance
C/O City Clerk's Office
Providence City Hall
25 Dorrance Street
Providence, RI 02903

Dear Chairman Igliazzi and Honorable Members of the Committee on Finance:

We hereby present, for your consideration, the fiscal impact statement, along with the accompanying fiscal note narrative and summary pricing schedule, pertaining to the proposed Providence Fraternal Order of Police, Lodge No. 3, tentative agreement for Fiscal Years 2020-2023.

FISCAL IMPACT STATEMENT

Introduction (Preface):

The City of Providence and the Fraternal Order of Police Lodge No. 3 have been engaged in contract negotiations since prior to the expiration of the current contract on June 30, 2019.

During the ensuing period following the contract expiration, the Administration and FOP leadership, endeavored to complete negotiations in a timely manner. From June 2019 through February/March 2020, much of the groundwork was laid for what ultimately would lead to the tentative agreement that is now before this honorable body.

When the COVID-19 Pandemic was declared by Federal, State and City officials during the week of March 13, 2020, the Administration and FOP leadership agreed to suspend negotiations in good faith and await an appropriate return to the bargaining table.

During November and December of 2020, negotiations resumed with a fair and robust series of offers and counteroffers on wage increases, medical and dental insurance co-shares, medical and prescription co-pays, and voluntary wellness participation savings, and new hire salary reduction. A substantial increase to pension contributions by members was a critical aspect of the negotiation.



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Mutual understanding of mission and goals to be accomplished:

From the inception of these contract negotiations, three predominant themes have shaped the discussions ultimately leading to the tentative agreement that is before you for your consideration and vetting, and we trust, your recommendation for approval to the full City Council.

Those guiding points of the contract negotiations were:

- Recognize, evaluate, and provide for more competitive compensation, necessary to bring FOP members in line with comparably sized police departments in Rhode Island and the nearby region.
This process also included a shift in the cost-sharing of health care benefits to FOP members, resulting in a much smaller portion of the expense being paid by the City.
- Design and implement unprecedented increased pension contributions by FOP members.
- Seek to avoid arbitration proceedings and any resulting costly litigation

Realizing historic change in contract negotiations:

Wages and Health Care Benefits:

- Prior to the proposed new 4-year contract, the base wage rates for Providence FOP Lodge No.3 members ranked in the bottom 25 percent of their peer police officers in other Rhode Island communities, despite being the largest police department in the State and handling significantly more volume of calls/cases.
- This proposed new 4-year contract places Providence FOP Lodge No. 3 members competitively within the top 10 percent.
- This increase in wages will also serve as a significant recruitment and retention advantage.
- Under the healthcare provisions of the proposed contract, there will be a substantial cost-sharing shift from the City to FOP members.

The City expects the net cost, after medical savings and increased pension contribution that will lower ADC expense, to be \$12,113,028 over the 4-year contract period or an average of \$3,028,257 per year, with the final year (FY23) costing \$3,907,226.



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- It is worth noting, that if the City had not adopted the phase-in of the most recent change in the Assumed Rate of Return (ARR) from 8 percent to 7 percent, which had been in force during the entirety of the FOP negotiations, the savings of the ADC over the 4-year contract would have been an additional \$1,420,000, which would have resulted in the net cost of the 4-year contract at \$10,693,028 or \$2,673,257 per year.

Pension reform long-term impact:

- The net savings resulting from a reduction in the *Retirement System's Actuarially Determined Contributions (ADC) for Fiscal Years 2024 through 2040 are approximately \$31,720,000.*
- *The present value of these savings as of July 1, 2023, discounted at the assumed investment return (7 percent) in the most recent actuarial valuation, is \$17,490,000.*
- It should be further noted, that when weighing the value proposition of the cost of the proposed 4-year contract at \$12.1M, *this value point was considered instrumental in achieving historic long-term savings of \$31.4M of the ADC*, which when measured in today's dollars, results in a present value savings of \$17.4M. *This dynamic change could not have been successfully accomplished otherwise.*

(See accompanying Segal Consultants Letter dated December 18, 2020)

- The FOP pension ADC savings are primarily attributable to the increase in the employee contribution rate from 8% to 13.5% by July 1, 2022. The increase in the employee contribution rate reduces the employer normal payment.

Pension reform immediate impact:

- *The net impact of the higher employee contributions and the negotiated wage increases are a reduction in the employer normal cost payment of approximately 26% (when the employee contribution rate increases are fully reflected). Stated another way, employer normal cost, as a percentage of payroll, decreases from approximately 17% of payroll to 12.5% of payroll.*
- The current employer normal cost to fund a police pension for the fiscal year ending June 30, 2020 is \$5,367,737 annually. *When the savings associated with the pension is applied, it will reduce the ADC Police from the current 17 percent of police payroll to 12.5 percent of police payroll or approximately a 26 percent reduction.*



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- It is important to note the ADC is comprised of an employer normal cost payment plus an amortization payment on the unfunded liability.
- The employer normal cost payment represents the employer cost for the year of funding the current year's accruals.
- The amortization payment is the employer cost for the year of funding prior years' accruals. Amortization payments (past service costs) are the result of decisions/actions from the fairly distant-past and cannot be addressed via this collective bargaining agreement. Nonetheless, the future impact of the pension reform achieved via this collective bargaining agreement is considered both historic and precedent setting.

70th Police Academy

This contract reflects the start of the 70th police academy, which is expected to commence on or about mid-May 2021, with completion by mid-November 2021, with expectation of graduating 50 recruits. The salary structure associated with the graduating class is reflected in the wage and pension contribution calculations.

Other Post-Employment Benefits (OPEB) funding

- The parties have agreed to the creation by the City of an Other Post-Employment Benefits (OPEB) Trust, with the following required Member OPEB Contributions:

7/1/19: None.

7/1/20: None.

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

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

The new employee contributions to an OPEB trust are not included in the fiscal summary because those contributions will not lower the City's OPEB costs in the short-term. The OPEB trust will grow with investment income and become the foundation of a plan to ultimately "fund" OPEB benefits.

This is a long-term strategy that, when implemented, will have a significant impact on City finances.

Mandatory retirement age increase.

The mandatory retirement age for officers, who have not attained age 63 by January 1, 2021, has been increased from 63 to 65, by December 31st in the year in which they attain age 65 and there is no immediate impact forecasted, as a result, of this contractual change.



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Providence Fraternal Order of Police (FOP) Lodge No. 3
Tentative Agreement FY20-FY23

FISCAL NOTE NARRATIVE

The substantive areas of the contract can be summarized in the following categories: Health Care, Wages, and Member pension contributions are presented in the accompanying fiscal note narrative and summary pricing schedule.

1. Health Care

a. Medical Co-Share rates:

i. FY 2020: \$1,366 (individual) / \$2,732 (individual plus spouse) / \$2,391 (individual plus children) / \$3,416 (family) annual savings	\$0
ii. FY 2021: \$1,612 (individual) / \$3,224 (individual plus spouse) / \$2,821 (individual plus children) / \$3,995 (family) annual savings	\$115,234
iii. FY 2022: \$1,677 (individual) / \$3,353 (individual plus spouse) / \$2,934 (individual plus children) / \$4,000 (family) annual savings	\$397,037
iv. FY 2023: \$1,677 (individual) / \$3,353 (individual plus spouse) / \$2,934 (individual plus children) / \$4,000 (family) annual savings	<u>\$397,037</u>
<i>Total Medical Co-Share Savings</i>	<i>\$909,307</i>

b. Medical and Prescription Co-Pay Savings:

i. FY 2020: annual savings	\$0
ii. FY 2021: annual savings	\$42,450
iii. FY 2022: annual savings	\$133,000
iv. FY 2023: annual savings	<u>\$133,000</u>
<i>Total Medical and Prescription Co-Pay Savings</i>	<i>\$308,450</i>

c. Dental Co-Share rates:

i. FY 2020: \$62 (individual) / \$192 (family) annual savings	\$0
ii. FY 2021: \$62 (individual) / \$192 (family) annual savings	\$20,757
iii. FY 2022: \$62 (individual) / \$192 (family) annual savings	\$62,900
iv. FY 2023: \$62 (individual) / \$192 (family) annual savings	<u>\$62,900</u>
<i>Total Dental Co-Share Savings</i>	<i>\$146,557</i>



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d. Voluntary Wellness Participation: (Based upon 90% participation)

i. FY 2020:	N/A	
ii. FY 2021:	N/A	
iii. FY 2022: \$300 (individual) / \$600 (family) annual savings		\$182,250
iv. FY 2023: \$300 (individual) / \$600 (family) annual savings		<u>\$182,250</u>
Total Voluntary Wellness Savings		\$364,500

Total Health Care Savings **\$1,728,814**

2. Salary for Police:

Salary Schedule	Change	Annual Cumulative
a. Effective July 1, 2019 4.5% base salary increase FY 2020 cost	\$1,519,362	(\$1,519,362)
b. Effective July 1, 2020 4.5% base salary increase FY 2021 cost	\$3,107,095	(\$4,626,456)
c. Effective July 1, 2021 4.5% base salary increase FY 2022 cost	\$4,766,276	(\$9,392,732)
d. Effective July 1, 2022 3.75% base salary increase FY 203 cost	\$6,322,087	(\$15,714,818)

3. New Hire Salary Reduction:

Effective July 1, 2019 and thereafter, a salary reduction associated with new hires will reduce salaries by 9% in year one, 6% in year two, and 3% in year three. The average starting salary of a new hire is \$57,000 for 50 new hires, with the next academy scheduled to start in May 2021. The savings to the City are: \$233,302 and \$169,674 in Fiscal Years 2022 and 2023, respectively.

Total New Hire Salary Reduction Savings **\$402,976**

4. Member Pension Contributions:

The impact of higher employee contributions does not affect FY 20-FY22, due to the phase in of the additional cost related to the reduction in the Assumed Rate of Return (ARR), effective with the July 1, 2019 Annual Pension Valuation. Commencing in FY23, the higher employee contributions, will be reflected in the Actuarially Determined Contributions (ADC) indefinitely.

Pension Contribution Schedule	Annual Change	Cumulative
a. Effective July 1, 2019 10.25%-member contribution FY 2020	\$793,867	\$793,867
b. Effective July 1, 2020 11.50%-member contribution FY 2021	\$1,288,081	\$2,081,948
c. Effective July 1, 2021 12.00%-member contribution FY 2022	\$1,596,376	\$3,678,324
d. Effective July 1, 2022 13.50%-member contribution FY 2023	\$2,365,908	\$6,044,232

- **These higher bi-weekly contributions will result in the lowering of the ADC in FY23 by \$1,470,000.**

Lawrence J. Mancini
Chief Financial Officer



Jorge O. Elorza
Mayor

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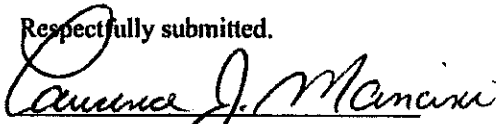
These pension contributions are included in the Actuarially Determined Contributions (ADC) as an offset to the normal cost of the plan and are reflected in the Long-Term Savings of Actuarially Determined Contributions (ADC), represented by the Segal Consultants' analysis, that appears in the accompanying exhibit.

The long-term savings for FY24 through FY40 is \$31,720,000 resulting in a present value savings of \$17,490,000, as of July 1, 2023, for FY24 through FY40.

FY 20-FY22 will not be affected by the additional contributions, due to the implementation of the change in the Assumed Rate of Return (ARR) from 8 percent to 7 percent, effective with the July 1, 2019 Annual Pension Valuation, which maintained the ADC previously adopted and allowed for the phasing-in of the ARR change, commencing in FY 23.

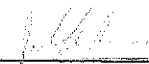
Thank you for your consideration and should you have any questions, please feel free to contact us.

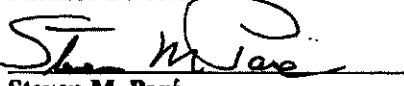
Respectfully submitted,


Lawrence J. Mancini
Chief Financial Officer


Nicole Pollock
Chief of Staff – Mayor Elorza


Sara Silveria
Finance Director


Jeffrey Dana
City Solicitor


Steven M. Paré
Commissioner of Public Safety

CC: Mayor Jorge O. Elorza
Council President Sabina Matos
Council Majority Leader Jo-Ann Ryan
Honorable Members of the Committee on Finance
P.J. Fox, Chief of Staff - City Council
James J. Lombardi III, City Treasurer and Senior Advisor to City Council
Gina M. Costa, Internal Auditor



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The Following Table Summarizes the Savings and (Costs) Between The City of Providence and Providence Fraternal Order of Police (FOP) Lodge No. 3					
	Savings / (Costs)				
Description	FY20	FY21	FY22	FY23	Total
Health Care Savings					
Medical Co-Shares	\$0	\$115,234	\$397,037	\$397,037	\$909,307
Medical Co-Pay Savings	\$0	\$34,200	\$108,000	\$108,000	\$250,200
Prescription Co-Pay Savings	\$0	\$8,250	\$25,000	\$25,000	\$58,250
Dental Co-Shares	\$0	\$20,757	\$62,900	\$62,900	\$146,557
Wellness Savings	\$0	\$0	\$182,250	\$182,250	\$364,500
Total Health Care Savings	\$0	\$178,441	\$775,187	\$775,187	\$1,728,814
Salary Increases for Police					
Effective July 1, 2019	-\$1,519,362	-\$1,519,362	-\$1,519,362	-\$1,519,362	-\$6,077,447
Effective July 1, 2020		-\$1,587,733	-\$1,587,733	-\$1,587,733	-\$4,763,199
Effective July 1, 2021			-\$1,659,181	-\$1,659,181	-\$3,318,362
Effective July 1, 2022				-\$1,555,811	-\$1,555,811
Total Salary Increases for Police	-\$1,519,362	-\$3,107,095	-\$4,766,276	-\$6,322,087	-\$15,714,818
New Hire Salary Reduction	\$0	\$0	\$233,302	\$169,674	\$402,976
Actuarially Determined Contribution Savings					
Effective July 1, 2019	\$0	\$0	\$0	\$0	\$0
Effective July 1, 2020		\$0	\$0	\$0	\$0
Effective July 1, 2021			\$0	\$0	\$0
Effective July 1, 2022				\$1,470,000	\$1,470,000
Total Actuarially Determined Contribution Savings	\$0	\$0	\$0	\$1,470,000	\$1,470,000
Total Savings / (Costs)	-\$1,519,362	-\$2,928,654	-\$3,757,787	-\$3,907,226	-\$12,113,028



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December 18, 2020

Mr. Lawrence Mancini
Chief Financial Office
Providence City Hall
25 Dorrance Street
Providence, RI 02903

RE: Study of Long-Term Savings of the Mutual Agreement Negotiated with the FOP in 2020 – with phase in

Dear Larry:

We have estimated the long-term savings of the mutual agreement with the FOP based on the final results of the July 1, 2019 actuarial valuation using the recommended new economic and demographic assumptions, including the 7% investment return and 3% salary increase assumptions. The agreement terms are as follows, with Year 1 representing July 1, 2019 – June 30, 2020:

Mutual agreement with FOP	Annual Wage Increases	Employee Contribution Rates (as a Percent of Salary)
Year 1	4.50%	10.25% (currently 8%)
Year 2	4.50%	11.50%
Year 3	4.50%	12.00%
Year 4	3.75%	13.50%
Year 5+	3.00%	13.50%

Please note, other than for the years shown above, we have maintained the 3% inflation component of the wage increase assumption (the valuation assumption).

To determine the savings associated with the mutual agreement with the FOP, we first adjusted the Actuarially Determined Contribution (ADC) shown in the Funding Schedule in the July 1, 2019 actuarial valuation report to reflect the new class of police recruits scheduled to begin training around May 2021. Because the ADC has been set to the previously budgeted amount for the fiscal 2020, 2021 and 2022 years, the impact of the new hires is not reflected in the ADC calculation until fiscal 2023.

Similarly, the net savings associated with the mutual agreement with the FOP are not reflected until FY 2023. The table below shows the ADC individually for fiscal 2020 through fiscal 2023 and the total of the fiscal 2024 through fiscal 2040 ADCs, with the new hires and reflecting the terms of the mutual agreement. The savings shown represent the net impact higher employee contribution rates and salaries that are expected to increase more than expected.

	Baseline ADC (with phase in, adjusted for new hires)	Savings (Reduction in ADC)
Fiscal 2020	\$86.98 million	\$0
Fiscal 2021	\$90.75 million	\$0
Fiscal 2022	\$93.86 million	\$0
Fiscal 2023	\$98.76 million	-\$1.47 million
Fiscal 2024 through Fiscal 2040	\$2,689.38 million	-\$31.72 million
Present value of Fiscal 2024 through Fiscal 2040 ADC as of July 1, 2023	\$1,427.37 million	-\$17.49 million

The present value figures are discounted at the valuation interest rate of 7.00%.

Please note that these estimates are based on the data, assumptions, actuarial models, and plan of benefits, unless otherwise noted, used in the July 1, 2019 actuarial valuation of The Employee Retirement System of the City of Providence.

Discussion of Risk

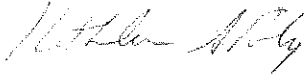
The results of these projections are based on all assumptions materializing as expected, including the investment return assumption. To the extent there is adverse experience, the ADC will increase and the projected savings may be different than expected. For example, if members live longer than assumed under the current mortality table assumption, actuarial losses would occur and must be funded over time through increased employer contributions. In addition, changes to member contribution rates or eligibility requirements may ultimately yield active demographic experience or retirement patterns different than our assumptions, which could result in projected ADC amounts greater or less than those calculated within this analysis.

Comments about Projections

Projections, by their nature, are not a guarantee of future results. The modeled projections are intended to serve as estimates of future financial outcomes that are based on the information available to us at the time the modeling is undertaken and completed, and the agreed upon assumptions and methodologies described herein. The longer the projection period, the less reliable the projections become as there is more variability in results for the later years.

Emerging results may differ significantly if the actual experience proves to be different from these assumptions or if alternative methodologies are used. Actual experience may differ due to such variables as demographic experience, the economy, stock market performance and the regulatory environment. Potential implications for the Retirement System due to the effects of the COVID-19 pandemic were not reflected in the projections.

Sincerely,



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary

cc: Tammy Dixon
Nicole Pollock
Sara Silveria
Krystle Lindberg
Dante Bellini