

JULY 1, 2015-JUNE 30, 2016 COLLECTIVE BARGAINING AGREEMENT

and

JULY 1, 2016-JUNE 30, 2019 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 _____ day of _____, 2016 by and between the CITY OF PROVIDENCE ("City") and the PROVIDENCE LODGE #3, FRATERNAL ORDER OF POLICE ("FOP"). This *Tentative Agreement* concerns, conjunctively, the following agreements made between the parties with respect to the following two (2) separate and distinct Collective Bargaining Agreements:

1. The resolution of an Amendment to the Collective Bargaining Agreement by and between the parties dated July 1, 2015 to June 30, 2016 with respect to the Wage Reopener provision set forth in Article XIII, Section 1 ("Salaries"), Subsection (A) ("Salary Scale") of said Collective Bargaining Agreement; and
2. The resolution of a successor Collective Bargaining Agreement by and between the parties in effect between July 1, 2016 and June 30, 2019.

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* forming the basis for the following separate and distinct agreements: (a) agreement upon an Amendment to the parties' July 1, 2015 to June 30, 2016 Collective Bargaining Agreement concerning the salary increase awarded to the members of the FOP from the Wage Reopener provision set forth in Article XIII, Section 1 ("Salaries"), Subsection (A) ("Salary Scale") of said

Collective Bargaining Agreement (the "2015-2016 CBA Wage Reopener"); and (b) agreement upon the successor July 1, 2016 to June 30, 2019 Collective Bargaining Agreement (the "2016-2019 CBA");

WHEREAS, this *Tentative Agreement* and thus the amended 2015-2016 Collective Bargaining Agreement and new 2016-2019 Collective Bargaining Agreement resulting therefrom are subject to ratification by both the City's and the FOP's authorized ratifying bodies;

WHEREAS, the final ratification of this *Tentative Agreement* and thus of the amended 2015-2016 Collective Bargaining Agreement and new 2016-2019 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:

I. "WAGE REOPENER" AMENDMENT TO THE PARTIES' JULY 1, 2015 – JUNE 30, 2016 COLLECTIVE BARGAINING AGREEMENT:

TA #1: Article XIII, Section 1: "Salaries", Subsection (A): "Salary Scale".

• Amend Article XIII, Section 1 as follows:

- The following Salary Increase shall be implemented for all members of the bargaining unit:

- **7/1/15: 1% salary increase**

*(Including full retroactive salary payments as of 7/1/15 on all sources of payments, including Overtime Pay, Callback Pay, Detail Pay, etc. ... Retroactive Detail Pay owed to members may be paid from the Police Department Detail Administration Fund)

II. ESTABLISHMENT OF THE PARTIES' JULY 1, 2016 – JUNE 30, 2019 SUCCESSOR COLLECTIVE BARGAINING AGREEMENT:

TA #1: Article III, Sections 1 through 8 – (Beats and Posts):

- The parties have agreed to update and amend various terms, conditions and provisions set forth in Article III, Sections 1-8 where applicable, predominantly in Section 5 with respect to the assignment of “Beats and Posts” in the Patrol Bureau.

TA #2: Article IV, Section 2 – (Promotion Procedures – Service Date):

- The parties have agreed to amend the Promotional Procedure “Service Date” requirements.

TA #3: Article IV, Section 3 – (Promotion Procedures – Years in Service):

- The parties have agreed to amend the Promotional Procedure “Time in Rank/Years in Service” requirements.

TA #4: Article IV, Section 3 – (Promotional Examination Procedures):

- The parties have agreed to continue to meet and negotiate in good faith in order to further their discussions concerning updating and amending the Promotional Examination Procedures set forth throughout Article IV, Section 3 (and elsewhere as applicable), including but not limited to the formation of and requirements of the written examinations. With respect to this Promotional Examination Procedures matter only, the parties further specifically agree to the following:

1. Negotiations.

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

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

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

2. **Non-Binding Mediation.**

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

3. **Tentative Agreement.**

In the event the parties successfully reach a written mutual “Promotional Examination tentative agreement” at any time through the negotiation or mediation process, such tentative agreement shall be subject to ratification thereafter by each party’s authorized ratifying body; PROVIDED HOWEVER that if either one of the party’s authorized ratifying bodies rejects/fails to approve said proposed “Promotional Examination tentative agreement”, then the remainder of this overall ***2015-2016 and 2016-2019 Tentative Agreement*** shall remain unaffected and in full force and effect.

4. **Interest Arbitration.**

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

TA #5: Article VI, Section 7 – (Police Training):

- The parties have agreed to update and amend the Police Officer Training Procedures.

TA #6: Article IV, Section 9 (NEW Section) – (Compensatory Time):

- The parties have agreed to implement a new Section in the CBA regarding the accrual, use, and requirements of Compensatory Time off, when applicable.

TA #7: Article VII, Section 5 – (Paid Holidays):

- The parties have agreed to permanently eliminate **Rhode Island Independence Day** (May 4 of each year) as a paid Holiday, effective as of 7/1/16.

TA #8: Article VIII, Section 1 – (Clothing Allowance – Police Equipment List):

- The parties have agreed to update and amend the Police Officer Uniform and Equipment List.

TA #9: Article VIII, Section 2 – (Clothing and Equipment Maintenance Allowance):

- The parties have agreed to amend the current \$1,000 Clothing and Maintenance Allowance payment as follows:

- For members of the bargaining unit hired as full-time Police Officers prior to September 1, 2016, the Clothing and Maintenance shall be **\$900 per year**, effective as of 7/1/16 and thereafter.
- For members of the bargaining unit hired as full-time Police Officers on or after September 1, 2016, the Clothing and Maintenance shall be **\$500 per year**, effective as of 7/1/16 and thereafter.

* This provision shall not affect the payment of the \$200.00 non-uniform Clothing Allowance set forth in Article VIII, Section 1.

TA #10: Article IX, Section 1 – (Sick Leave Days):

- The parties have agreed to amend the current annual Sick Leave Days allotment as follows:
 - A. If as of July 1st or January 1st of each Contract Year, the Providence Police Department's FOP bargaining unit member manpower level falls below 435 members (i.e. 434 members and below), then all members of the bargaining unit shall be allotted **15 Sick Leave Days per year** (pro-rated at 6 month intervals).
 - B. If as of July 1st or January 1st of each Contract Year, the Providence Police Department's FOP bargaining unit member manpower level remains at or above 435 members, then members of the bargaining unit shall be allotted the following number of Sick Leave Days per year (pro-rated at 6 month intervals).
 - Members of the bargaining unit hired as full-time Police Officers prior to September 1, 2016 shall be allotted **13 Sick Leave Days per year**.

- Members of the bargaining unit hired as full-time Police Officers on or after September 1, 2016 shall be allotted **10 Sick Leave Days per year**.

* The above-stated bargaining unit manpower numbers shall be determined as of July 1 and January 1 of each Contract Year, and shall include all full time members of the bargaining unit regardless of status (i.e. regardless of IOD, suspension, military leave, sick leave, etc.) ... in order to determine the allotted Sick Leave Days for the subsequent 6-month period.

TA #11: Article IX, Sections 1 and 3 – (Sick Leave Days Accrual and Severance Pay):

• The parties have agreed to amend the current Sick Leave Day Accrual and Severance Payment amounts as follows:

- Effective as of 7/1/16 and thereafter, Members of the bargaining unit hired as full-time Police Officers prior to September 1, 2016 may accumulate for Severance Pay purposes and receive Severance Payment for a maximum of 140 Sick Leave Days (i.e. may be paid for up to **140 Sick Leave Days** upon separation from service).

* PROVIDED HOWEVER, effective as of July 1, 2016, any Members who had accrued in excess of 140 Sick Leave Days for Severance Pay purposes shall NOT lose said excess Severance Pay days and shall still receive Severance Pay for such excess days upon his/her future separation from service.

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

* However, Members shall continue to be permitted to accrue an unlimited number of Sick Leave Days for Sick Leave usage purposes only.

TA #12: Article X, Sections 1-2 – (Injuries on Duty – Administrative Procedures):

• The parties have agreed to update and amend the requirements and procedures governing the administration of “injuries on duty”, where applicable.

TA #13: Article X, Section 5 – (Funeral and Burial Expenses):

- The parties have agreed to increase the current \$7,500 Funeral and Burial maximum expense payment to \$10,000.

TA #14: Article X, Section 9 – (Physical Fitness Program):

- The parties have agreed to update and amend the Police Officer Physical Fitness Program.

TA #15: Article X, Section 10 – (Injuries on Duty – Light Duty):

- The parties have agreed to update and amend the Light Duty requirements and administrative provisions, where applicable.

TA #16: Article XIII, Section 1 – (Salary Scale):

- The parties have agreed to amend Article XIII, Section 1 as follows:
 - The following Salary Increases shall be implemented for all members of the bargaining unit:
 - **7/1/16: 3% salary increase**

*(Including full retroactive salary payments as of 7/1/16 on all sources of payments, including Overtime Pay, Callback Pay, Detail Pay, etc. ... Retroactive Detail Pay owed to members may be paid from the Police Department Detail Administration Fund)
 - **7/1/17: 3% salary increase**
 - **7/1/18: 2% salary increase**

TA #17: Article XV, Section 1(C) – (Mandatory Bi-Weekly Pay):

- The parties have agreed to amend Section 1(C) to permit the City to implement a mandatory bi-weekly salary schedule.

TA #18: Article XIII, Section 2 – (Payment of Educational Benefits):

• The parties have agreed to amend Section 2 to implement the following Educational Benefit Tuition Requirements and Caps:

- Members of the bargaining unit shall be permitted to attend any State of Rhode Island College/University (i.e. URI, CCRI, and RIC) and Roger Williams College with no maximum or cap on Tuition reimbursements or payments by the City.
- Effective as of 7/1/16 and thereafter, Tuition reimbursement or payments by the City for Members of the bargaining unit for attendance at any other Colleges/Universities shall be capped at the then-highest Tuition amount from among URI, CCRI, RIC, and Roger Williams College.
- However, effective as of the date of ratification of this Tentative Agreement/Collective Bargaining Agreement, the Tuition reimbursement/payment caps described above shall not be applicable to any Members who are then-currently enrolled in any College/University (Grandfather clause).

TA #19: Article XIII, Section 3 – (Longevity Schedules):

• The parties have agreed to amend Article XIII, Section 3 to implement the following new Longevity Payment Schedule for Members of the bargaining unit hired as full-time Police Officers on or after September 1, 2016:

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

TA #20: Article XV, Section 1 – (Healthcare Co-Share Payment for Active Members):

• The parties have agreed to amend Article XV, Section 1 to implement the following increases in Active Members' Healthcare Co-Share payments:

• The current \$1,075 (\$20.67 per week) individual plan / \$2,150 (\$41.35 per week) family plan Healthcare Co-Share payment amounts shall increase as follows:

- Effective as of 7/1/16: \$1,127 (\$21.67 per week) individual plan /
\$2,650 (\$50.96 per week) family plan.

* Such increase shall be retroactive to 7/1/16.

- Effective as of 7/1/17: \$1,183 (\$22.75 per week) individual plan /
\$2,730 (\$52.50 per week) family plan.

- Effective as of 7/1/18: \$1,242 (\$23.88 per week) individual plan /
\$2,866 (\$55.12 per week) family plan.

TA #21: Article XV, Section 2 – (Healthcare Co-Share Payment for Retired Members):

• The parties have agreed to amend Article XV, Section 2 to implement the following increases in Healthcare Co-Share payments for Members who retire on or after 7/1/16:

• The current \$600 (\$11.54 per week) individual plan / \$1,200 (\$23.08 per week) family plan Retired Member Healthcare Co-Share payment amounts shall increase as follows:

- Members who Retire on or after 7/1/16: \$650.00 (\$12.50 per week)
individual plan /
\$1,300 (\$25.00 per week) family
plan.

- Members who Retire on or after 7/1/17: \$750.00 (\$14.42 per week)
individual plan /
\$1,450 (\$27.88 per week) family
plan.

- Members who Retire on or after 7/1/18: \$850.00 (\$16.35 per week)
individual plan /
\$1,600 (\$30.77 per week) family
plan.

TA #22: Article XV, Section 3 – (Healthcare Prescription Plan for Active Members):

• The parties have agreed to amend Article XV, Section 3 to implement the following new Blue Cross Blue Shield Prescription Plan Programs:

1. Step Therapy. However, with the exception that a Member’s physician may override the Step Therapy process.
2. Maintenance Choice.


TA #23: Article XV, Section 8 – (Domestic Partner Healthcare Coverage):

• The parties have agreed to delete Section 8 in its entirety.


TA #24: Section 33 – “Length of Agreement”:

• The Collective Bargaining Agreement shall be for the term beginning **July 1, 2016 and ending June 30, 2019.**

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: Steven M. Plett
Commissioner 10-6-16

Clare M. Richards
WITNESS
Margaret Botelho
WITNESS


PROVIDENCE LODGE #3, FRATERNAL
ORDER OF POLICE
By: Robert K. Boehm, FOP President

Hugh T. Clem
WITNESS
Margaret Botelho
WITNESS

Approved as to Form and Correctness:



Jeffrey Dana, Providence City Solicitor

Date: 10/16/16