

THE CITY OF WARWICK  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. .... Date .....

Approved. .... Mayor

RESOLUTION RELATIVE TO  
RATIFICATION OF NEW THREE YEAR POLICE UNION CONTRACT

RESOLVED, that

WHEREAS, Section 2-18 of the Warwick Code of Ordinances requires all collective bargaining agreements between the City of Warwick and any labor organization to be ratified by the City Council to become effective; and

WHEREAS, the Mayor of the City of Warwick and the Warwick Fraternal Order of Police, Lodge #7, have reached a tentative collective bargaining agreement to modify the existing contract between Lodge #7 and the City and to establish a new three year contract effective on July 1, 2015 to June 30, 2018 (the "Lodge #7 Tentative Agreement")(Attached); and

WHEREAS, the membership of Lodge #7 ratified the terms and conditions of the Tentative Agreement; and

WHEREAS, the City Council has received and reviewed the Lodge #7 Tentative Agreement, and

WHEREAS, the City Council has been provided a fiscal note concerning the Lodge #7 Tentative Agreement; and

WHEREAS, the City Council is satisfied that the provisions of the Lodge #7 Tentative Agreement are reasonable, fiscally sound and advances the public health safety and welfare of the City; and

WHEREAS, the City Council finds that the Lodge #7 Tentative Agreement serves the best interest of the City of Warwick and should be ratified to promote and further the public's health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor to execute any and all necessary documents, the form of which shall be subject to approval of the City Solicitor, to consummate the provisions of the Lodge #7 Tentative Agreement to the extent that it establishes a new three year contract between the Local and the City.

The City Clerk is hereby directed to forward a copy of this Resolution to the Director of Finance.

This Resolution shall take effect upon passage.

SPONSORED BY: COUNCILMAN COLANTUONO  
ON BEHALF OF MAYOR AVEDISIAN

**JULY 1, 2015 - JUNE 30, 2018 COLLECTIVE BARGAINING AGREEMENT**

*by and between*

**THE WARWICK FRATERNAL ORDER OF POLICE, LODGE #7**

**and**

**THE CITY OF WARWICK, RHODE ISLAND**

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**TENTATIVE AGREEMENT**

This ***Tentative Agreement*** is made and entered into this 28<sup>th</sup> day of May, 2015 by and between the CITY OF WARWICK ("City") and WARWICK LODGE #7 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, 2015 and June 30, 2018.

**KEY:** Deleted language is in ~~stricken and highlighted type~~; new language is in ~~highlighted type~~.

**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 Collective Bargaining Agreement which shall be effective for the period of July 1, 2015 to June 30, 2018;

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

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

**THEREFORE**, the parties agree as follows:

**TA #1: Section 1 – "Seniority Clause":**

- Amend Section 1, Subsection (B) as follows:

"B. Seniority lists of various positions of the Department shall be posted periodically by the Department.

In the event it becomes necessary for the City to lay off members of the bargaining unit those members with the least amount of seniority shall be laid off first. For the purpose of computing seniority for the subsection, it shall be based solely upon the length of employment as a police officer without regard to the member's rank, position or the fact that the member has received a salary, or any part thereof under any federal or state program. Prior service with the City in some other department shall not be considered in determining the member's seniority within the Police Department.

The provisions of Section 1 (A), (B) and (C) shall not have any retroactive effect. Any member of the Department assigned to the Uniform Division will have the right to select his/her beat(s) based on his/her seniority. For the purpose of beat selection, beats shall be understood to include any normal beat assignments or spare assignments that will be filled by an officer. No officer may select the same beat more than two (2) consecutive times. ~~For the purpose of this section, the Post of Dispatcher will not be considered a beat assignment.~~ In the event of a transfer to another platoon between the time of beat selection, the Administration of the Department will assign the transferred officer(s) to a vacant beat. The bidding process will occur every six (6) to twelve (12) months, as determined by the Administration of the Department; provided that the Chief shall be allowed discretion as to trial periods and whether to follow seniority, upon written advice as to why seniority is not being followed.

If the Chief does not follow seniority, he/she shall submit his/her written reason or reasons for the disqualification to the officer in question which action shall be reviewable through the grievance procedure.

All Bids shall be published and/or posted for two (2) days. Personnel interested in a vacant position will submit in writing their application for said vacant position to the Chief in four (4) days from the last day the bid was published or posted.

A special notice will be sent to members on sick leave and/or on vacation at the time the bid was published or posted."

**TA #2:           Section 2 – “Special Details”:**

- Amend Section 2, Subsection (A) as follows, in pertinent part:

“A.     During the term of this Agreement the following Special Detail rates of pay shall be in effect:

- **Basic Civic Detail Rate of Pay** (including Traffic Control Civic Details):

Members working a “Basic Civic Detail” or a “Traffic Control Civic Detail” shall be paid the hourly base rate of \$40.00/hour pay of a Patrol Officer First Class.

Civic Details (i.e. both Basic Civic Details and Traffic Control Civic Details) are defined as those Details which are administered primarily by an agency of the City of Warwick, and shall not include Details administered primarily by the Federal Government, the State of Rhode Island, any entity providing public or private utilities, or any other entity. Traffic Control Civic Details are defined as any Civic Details assigned for purposes of providing traffic control (i.e. any road construction Civic Details). ***This paragraph is not new language but was moved here from below...***

- **Traffic Control Civic Detail Rate of Pay:**

Members working a “Traffic Control Civic Detail” shall be paid the hourly base rate of pay of a Detective.

- **Non-Civic Detail Rate of Pay:**

Members working a Non-Civic Detail shall be paid the hourly rate of \$48.00/hour following rates of pay:

~~Effective as of 7/1/12: The Rate which is equivalent to twenty-five (25%) percent above the Hourly Rate of Pay of a Detective.~~

~~Effective as of 7/1/13: The Rate which is equivalent to thirty (30%) percent above the Hourly Rate of Pay of a Detective.~~

~~Effective as of 7/1/14 and thereafter: The Rate which is equivalent to thirty-five (35%) percent above the Hourly Rate of Pay of a Detective.~~

Hourly rates of pay shall be calculated by dividing the applicable weekly rates of pay set forth in Section 8, Subsection (A) herein by thirty-seven and one half (37½).

Civic Details (i.e. both Basic Civic Details and Traffic Control Civic Details) are defined as those Details which are administered primarily by an agency of the City of Warwick, and shall not include Details administered primarily by the Federal Government, the State of Rhode Island, any entity providing public or private utilities, or any other entity.

Traffic Control Civic Details are defined as any Civic Details assigned for purposes of providing traffic control (i.e. any road construction Civic Details).

All other Details other than Civic Details shall be classified as Non-Civic Details."

**TA #3: Section 5 – "Definition of Work Schedules, Overtime, and Call Back Pay":**

- Amend Section 5, Subsection (A) as follows, in pertinent part:

The regular work schedule for PAL, Prosecution, Administrative Division, Detective Captain, Day Shift Captain, Inspector Technical Services, Administrative Services Division - Day Shift, Day Shift Patrol Captain, Operations Major, Administrative Major, Community Services Division Lieutenant, School Resource Officer, Special Operations Group, and Professional Standards Division Major, Community Services Division, and Traffic Lieutenant shall be five (5) consecutive days of work followed by two (2) consecutive days off. The regular work schedule for all other members of the Department shall consist of four (4) consecutive days of work followed by two (2) consecutive days off. The regular work day for the members of the Department shall consist of eight (8) hours. Those officers working the five (5) on and two (2) off work schedule will also be awarded an additional sixteen (16) "Kelly" days to make up for the extra days worked.

**TA #4: Section 6 – "Court Interview and Court Time":**

- Amend Section 6, Subsection (A) as follows, in pertinent part:
- Court Time shall be paid at time and one half for a minimum of Four (4) hours worked, whether or not the Court appearance lasts the entire four (4) hours.

"A. All members of the Department shall receive time and one/half in money for all "Court Time Duty" hours worked, including off duty Court interview time (i.e. Court preparation time) and Court attendance time, in excess of their scheduled work week. Officers called in for Court Time Duty shall receive a minimum of four (4) hours pay work including the time spent in Court, and whether or not the Court Time duty lasts the entire four (4) hours. Provided however, with

respect solely to attendance in Warwick Municipal Court, if the Court appearance requires less than four (4) hours, the officer must contact the Officer-In-Charge for assignment, and the Officer-In-Charge must assign the officer to an assignment for the duration of the four (4) hours. Officers who return to work for the duration of four (4) hours will not be required to put on their regular uniforms but may wear the civilian clothes worn to court (if applicable). The four (4) hours of work shall begin when an officer reports to the police station to pick up evidence, when officers are so required. Otherwise, the four (4) hours shall begin at the appointed time for the beginning of court. For attendance in Warwick Municipal Court, the officer may, at his/her option, elect to take the greater of two (2) hours pay or the actual time spent in Court in lieu of four (4) hours of assigned work."

**TA #5: Section 8 – "Salaries":**

- Amend Section 8, Subsection (A) as follows:

"A Salaries for the members of the Police Department shall reflect the following salary increases during the period of this Agreement, except as referenced in Section 33:

- 7/1/15: 3% salary increase
- 7/1/16: 3% salary increase
- 7/1/17: 3% salary increase.

Therefore, the regular workweek salaries of the members of the Department shall be as follows:

Positions	As of 6/30/15:	7/1/15: (3%)	7/1/16: (3%)	7/1/16: (3%)
Probationary Patrol Officer	\$750.64	\$773.16	\$796.35	\$820.24
Patrol Officer Third Class	\$962.52	\$991.40	\$1,021.14	\$1,051.77
Patrol Officer Second Class	\$1,071.02	\$1,103.15	\$1,136.25	\$1,170.33
Patrol Officer First Class	\$1,209.99	\$1,246.29	\$1,283.68	\$1,322.19
Detective	\$1,306.77	\$1,345.97	\$1,386.35	\$1,427.94
Inspector Technical Services	\$1,385.13	\$1,426.68	\$1,469.48	\$1,513.57
Sergeant	\$1,385.13	\$1,426.68	\$1,469.48	\$1,513.57
Lieutenant	\$1,512.29	\$1,557.66	\$1,604.39	\$1,652.52
Captain	\$1,659.97	\$1,709.77	\$1,761.06	\$1,813.89
Major	\$1,767.57	\$1,820.60	\$1,875.22	\$1,931.47

**TA #6:**      **Section 11 – “Clothing and Maintenance Allowance”:**

- Amend Section 11, Subsection (I) as follows:

“I. For the replacement of personal items destroyed, damaged or stolen in the line of duty, the following shall apply:

1. Subject to the provisions set forth in sub-paragraphs 2-4 below, members of the bargaining unit may submit requests for the replacement of personal property that has been damaged, destroyed, or stolen in the course of the performance of his/her police duties by submitting such requests in writing to the Chief or Police or his designee.

~~Members must submit a list of property regularly used at work which must be approved (for replacement purposes) by the Department. Only those items on the list will be subject to replacement.~~

- ~~2. Items that may be included on the list are eyeglasses, watches, flashlights, gloves and required medical equipment.~~

2. The member must also submit evidence of replacement value at the time of loss.

3. The limit on total replacement value is limited to \$100 per item.

4. Payment for the loss is subject to the submission of forms and approval by the Chief or his designee and no payment will be made if the loss is caused by the member's violation of Department rules and regulations.

**TA #7:**      **Section 16 – “Medical Benefits”:**

- Amend Section 16, Subsections (A) and (H) as follows:

**“A.      Active Members’ Health Insurance Benefits**

**Healthcare Plans.**

The City will offer primary group insurance coverage generally comparable to the plan commonly known as Blue Cross Healthmate Coast to Coast. A generic list of health insurance benefits for the current primary insurance is attached hereto as Exhibit A, and incorporated herein by reference.

The City shall also offer secondary group insurance with a reliable insurance company or through a self-insurance plan. The secondary coverage shall be generally comparable to the plan commonly known as Blue Cross Classic Blue, provided by Blue Cross/Blue Shield of Rhode Island. A generic list of health insurance benefits for the current secondary insurance is attached hereto as Exhibit B, and incorporated herein by reference.

**Prescription Plan.**

The primary and secondary group health care plans shall each provide a Prescription Drug rider capping members’ out-of-pocket expenses for Prescription Drug costs at an annual maximum of \$300 per member and/or \$600 per family.

The primary and secondary group health care plans shall each provide an Emergency Room co-payment in the amount of \$100.00, which co-payment shall be waived upon hospital admission in accordance with Blue Cross/Blue Shield policies.

**Healthcare Contribution Payment.**

Effective on July 1, 2012 and through December 31, 2012, any Active Member covered by either the primary or secondary group health care plans shall be required to pay a Health Insurance Contribution Payment in the amount of twenty (20%) percent of the Healthcare Costs for Active Members of the FOP, capped however at a maximum of \$23.00 per week for an Individual health insurance plan or \$57.00 per week for a Family health insurance plan, which equates to \$1,196.00/year for Individual Coverage and \$2,964.00/year for Family Coverage. Such payments shall be made on a “pre-tax” basis.

**Healthcare Savings Account (“HSA”).**

Effective as of January 1, 2013 and thereafter, the City shall institute and administer, through Blue Cross Blue Shield of Rhode Island, an IRS-qualified high-deductible “Health Savings Account” (“HSA”) Plan with the same Blue Cross Blue



Shield Healthmate Coast to Coast coverage benefits described herein, with a **\$2,000 (Individual) / \$4,000 (Family)** annual (calendar-year based) Deductible applicable to all covered Healthcare Services.

As of January 1 of each Calendar Year, the City shall fully fund each Member's HSA Deductible Account (i.e. with \$2,000 for Individual Plans and \$4,000 for Family Plans). Provided however, in the 2013 Calendar Year only (year #1 of the HSA Plan as of 1/1/13), the City may fund each Member's HSA Deductible Account over a period of time not to exceed four (4) months, but shall immediately fully fund any Member's Deductible Account earlier should the Member require the funding to pay for healthcare benefits during said time period.

**HSA-Deductible reimbursement/Healthcare Contribution Payments.**

Commencing as of January 1 of each Calendar Year and on a weekly basis throughout the calendar year, Members shall "reimburse" the City for part of its HSA Deductible Account funding through the payment of a weekly Pre-Tax Payroll Healthcare Contribution payment in an amount equivalent to 20% of the previous calendar fiscal year's Healthcare Costs for Active Members of the FOP, capped however as set forth below follows.

**1/1/13-6/30/13:** For the 6-month period of 1/1/13 through 6/30/13 Members shall pay \$23.00/week for Individual Coverage or \$57.00/week for Family Coverage, which equates to \$1,196.00/year for Individual Coverage and \$2,964.00/year for Family Coverage, pro-rated for this 6-month period. That is, through weekly payments FOP Members shall pay \$1,196 of the \$2,000 Individual HSA deductible and \$2,964 of the \$4,000 Family HSA deductible, pro-rated for this 6-month period.

**7/1/13 and thereafter:** As of July 1 of each Calendar Year 7/1/13 and thereafter, Members' HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be re-calculated as of 7/1 of each Calendar year to be equivalent to 20% of the previous year's Healthcare Costs for Active Members of the FOP, capped however at no more than an 8% increase in the Contribution payment amount each year (if any increase is required).

Thus, to the extent annual Healthcare costs increase, the Members' HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution amounts shall be as follows not exceed the following amounts in this 7/1/15 to 6/30/18 CBA (based upon the above figures):

**7/1/15-6/30/16:** The HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall be set at

\$26.04/week for Individual Coverage and \$62.56/week for Family Coverage, which equates to \$1,354.08/year for Individual Coverage and \$3,253.64/year for Family Coverage.

~~7/1/16-6/30/17~~: If Healthcare Costs for Active Members of the FOP increased in the 1/1/15-12/31/15 Calendar Year over Healthcare Costs from the 1/1/14-12/31/14 Calendar Year, then effective as of 7/1/16 the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amounts shall increase on an equivalent percentage basis, but shall not exceed \$28.12/week for Individual Coverage and \$67.56/week for Family Coverage, which equates to \$1,462.24/year for Individual Coverage and \$3,513.12/year for Family Coverage.

~~7/1/17-6/30/18~~: If Healthcare Costs for Active Members of the FOP increased in the 1/1/16-12/31/16 Calendar Year over Healthcare Costs from the 1/1/15-12/31/15 Calendar Year, then effective as of 7/1/17 the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall increase on an equivalent percentage basis, but shall not exceed \$30.37/week for Individual Coverage and \$72.96/week for Family Coverage, which equates to \$1,579.24/year for Individual Coverage and \$3,793.92/year for Family Coverage.

~~7/1/13-6/30/14~~: If applicable, the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall not exceed \$25.00/week for Individual Coverage and \$62.00/week for Family Coverage, which equates to \$1,300.00/year for Individual Coverage and \$3,224.00/year for Family Coverage.

~~7/1/14-6/30/15~~: If applicable, the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount shall not exceed \$27.00/week for Individual Coverage and \$67.00/week for Family Coverage, which equates to \$1,404.00/year for Individual Coverage and \$3,484.00/year for Family Coverage.

However, any and all reduction in the Healthcare Costs for Active Members of the FOP realized by the City on a calendar year to calendar year basis from the implementation and use of the aforementioned HSA Plan shall be applied *on a*

percentage to percentage basis to reduce the HSA-Deductible reimbursement/weekly Pre-Tax Payroll Healthcare Contribution payment amount as follows (as an example):

- If in any given the ~~1/1/13-12/31/13~~ calendar year Healthcare Costs for Active Members of the FOP are reduced from the previous ~~1/1/12-12/31/12~~ calendar year by 20%, then effective as of January 1 of the next calendar year, ~~1/1/14 (to be determined as soon as the 1/1/13-12/31/13 Healthcare Costs have been conclusively calculated, with any reduction applied retroactively to 1/1/14)~~ the FOP Members' Healthcare Contribution amount shall be reduced pro rata by an equivalent 20% ratio.

**Secondary Plan:**

In addition to the above-described Health Insurance Contribution Payment, employees who elect secondary coverage or any other plan voluntarily offered by the City shall pay the excess cost, if any, of the secondary or other such coverage over the primary coverage, provided however, those employees who are subscribing to Blue Cross Classic as of July 1, 2000, shall be able to continue to receive Classic Blue as their Primary Health Care Coverage with no additional cost or co-pay to them. All other employees, including new employees hired on, or after, July 1, 2000, shall not be eligible to receive Classic Blue as their Primary Health Care coverage, but shall only be able to select Classic Blue as their Secondary Health Care coverage. Furthermore, employees who currently are able to keep Classic Blue as their Primary Health Care coverage, but who in the future decide to change to Healthmate Coast to Coast, shall not be eligible to change back to Classic Blue as Primary Health Care coverage but shall only be able to select Classic Blue as their Secondary Health Care coverage.

Notwithstanding the above, any employee who retires shall be eligible to select Blue Cross Classic Blue at the time of his/her retirement for his/her "retiree health care coverage" with no additional cost or co-pay to him/her, to the extent Classic Blue is available from Blue Cross at the time.

...

**H. Retired Members' Health Insurance Benefits**

The City will provide retired members of the Warwick Police Department with individual or, for those retirees with eligible dependents, family medical insurance until such member becomes Medicare-eligible or reaches the age of Medicare-eligibility. The medical insurance coverage (i.e. Healthcare Plan) provided under this section shall be the same coverage provided to members of the FOP, pursuant to this collective bargaining agreement between the City and

the Lodge (i.e. a Healthcare Plan generally comparable to the plan commonly known as Blue Cross Healthmate Coast to Coast or generally comparable to the plan commonly known as Blue Cross Classic Blue). However, Retired Members' Healthcare coverage shall not be subject to or administered by an HSA Plan.

Provided however, all members of the bargaining unit who were hired by the Police Department on or after July 1, 2015, and who either retire on a regular pension after becoming eligible to retire or who retire on a non-job-related disability pension after the required number of years of service to qualify for Retiree Healthcare coverage, shall receive the same Retiree Healthcare coverage and benefits provided under this Section (H) (i.e. the Retiree Healthcare Plan with Prescription Drug rider described in this Section [H]) but for individual coverage only. Such retired members will be allowed to purchase, at the retired member's expense, spousal or family coverage at the City's rate. Any members of the bargaining unit who were hired by the Police Department on or after July 1, 2015 and who retire on a job-related / service-connected disability pension, shall be eligible to receive individual, spousal, or family Retiree Healthcare coverage.

For purposes of the foregoing paragraph, the phrase "members of the bargaining unit who were hired by the Police Department on or after July 1, 2015" shall not include any individuals who, as of May 1, 2015, had already applied for employment with the Police Department and commenced the hiring process (i.e. those individuals who had already submitted Applications in reliance upon benefits advertised prior thereto).

Notwithstanding the foregoing, in the event that a retired member of the Warwick Police Department and/or his or her spouse has comparable medical insurance available from and comparably paid for by another employer or former employer, then that retired member and/or his or her spouse, shall not be entitled to medical insurance coverage set forth herein. Such alternative comparable coverage shall be deemed to be available to the retired member and/or his or her spouse in the event the retired member and/or his or her spouse decline to elect such coverage for any reason where it is available, including, but not limited to, declination in order to take advantage of a dual-coverage bonus or other compensation for seeking coverage from another source such as the City. However, if the coverage obtained elsewhere becomes no longer available, coverage through the City shall resume upon notification by the retired member or his or her spouse.

The health insurance plans provided to Retired Members shall provide a Prescription Drug rider capping members' out-of-pocket expenses for Prescription Drug costs at an annual maximum of \$300 per member and/or \$600 per family.

Retired Members covered by a City health insurance plan shall not be required to pay a Health Insurance Contribution Payment, such as the payment required of Active Members.

After a retired member becomes Medicare-eligible, the City shall provide said retired member with an individual plan and for those retirees with eligible spouses, additionally, a spousal Medicare Supplement plan under Blue Cross Blue Shield Group Plan 65 Medicare Supplemental coverage with a corresponding Prescription Plan."

**TA #8:**        **Section 21 – "Patrol Vehicle":**

- Amend Section 21, Subsection (H) as follows, in pertinent part:

"H.     All uniform Police vehicles will have a shotgun and/or rifle rack located in the trunk area of the vehicle."

**TA #9:**        **Section 28 – "Promotional Procedures":**

- Amend Section 28 by fixing all the Subsection & Subparagraph Numbers and formatting; AND by amending the first subparagraph of Subsection (D) as follows:

**"PROMOTIONAL PROCEDURES**

**SECTION 28**

- A.     The following promotional procedure shall be followed for all members up to and including the rank of Captain. This procedure shall not apply to promotions above the rank of Captain.

**1.**     The number of eligible candidates to be placed on the final promotional list shall be posted prior to the administration of the oral examination. The promotional list shall remain in effect for a period of two (2) years, unless first exhausted. Only those Officers eligible on the date the list for the applicable rank runs out either because it has been exhausted or expires by its terms, will be allowed to take the promotional exam.

In addition, the following is a schedule of the number of years an individual must serve before being eligible to take the promotional exam for the rank in question:

<u>RANK</u>	<u>YEARS OF SERVICE</u>
Detective	Three (3) years of service on the Department
Sergeant	Five (5) years of service on the Department
Lieutenant	Two (2) years of service as a Sergeant
Captain	One (1) year of service as a Lieutenant

## **2.**

### **Oral Interviews**

- a. Oral interviews shall be conducted prior to the written examination. The oral interview shall account for a maximum of 20 points. Of the maximum 20 points, the Oral Interview Board may award a maximum of 15 points and the Chief may award a maximum of 5 points. The point-scoring system utilized to determine the above-described points (i.e. 5 points for the Chief and 15 points for the Oral Interview Board) shall be set forth in writing by the Department and provided to each member of the Oral Interview Board prior to the commencement of the oral interviews. A copy of the written point-scoring system shall also be provided to the President of the FOP prior to the commencement of the oral interviews.
- b. The Oral Interview Board shall be composed of three officers from other departments in addition to the Chief. Officers selected for Sergeant Oral Interview Boards shall have held the rank of Sergeant for at least two years or be of a higher rank than Sergeant. Officers selected for Oral Interview Boards for ranks above Sergeant shall have held said rank for at least one year or hold a higher rank. Oral Interview Board members shall be chosen as follows: one member to be chosen by the Chief; two members to be chosen by the Chiefs of other Rhode Island Police Departments, such departments to be selected by the Chief.
- c. Factors to be considered by the Oral Interview Board shall include the following: education, service ratings, experience in rank, appearance, presentation, demeanor, service record and other factors deemed relevant by the Board; provided however in no event shall the Oral Interview Board question any interview candidate concerning his/her prior or current use of sick time and/or on-the-job-injury ("OJI") leave. To that end, prior to the commencement of the oral interviews the Chief will instruct each member of the Oral Interview Board not to question any interview candidate concerning his/her prior or current use of sick time and/or OJI leave. The above-referenced prohibition against questions concerning a candidate's prior or current use of sick time

and/or OJI leave shall not restrict the discretion of the Board to question a candidate on the other factors described above, including questions regarding a candidate's current ability to perform the essential job functions of the rank which is the subject of the promotional list under examination.

- d. The point results awarded by each Oral Interview Board member for an oral interview candidate shall not be discussed with any other member of the Oral Interview Board or with the Chief prior to, during, or subsequent to the oral interview; and each Board member's point results shall be set forth in writing and sealed, as set forth further below. The aggregate written point results of the oral examination shall be posted prior to the administration of the written examination. A member who so desires shall be entitled to a meeting with the Chief of the Department, in accordance with paragraph (f)(3) hereinafter, who shall provide the member with an explanation, with respect to each Board member, of all areas where the Officer may have been deficient in the oral interview portion of the examination as detailed in paragraph (c).
- e. The City and the Lodge acknowledge that promotional interviews are, by their nature, subjective processes. As such, all substantive matters relating to the interview process and ranking of Officers by the Oral Interview Board shall not be subject to the grievance and arbitration process. Purely technical, procedural aspects of the process, however may be subject to the grievance process.
- f) All oral interviews conducted pursuant to this Sub-section (A)(2) shall be conducted, videotaped, and audiotaped in accordance with the following parameters, in addition to any other parameters set forth elsewhere in this Sub-section (A)(2)(a-f):

(1) As soon as the oral interview candidate enters the interview room, a member of the Department designated by the Chief of the Department and agreed upon by the President of the Lodge or his/her designee shall commence the videotaping and audiotaping of the candidate's oral interview by the Oral Interview Board. The audiotaping of said oral interview shall be conducted on an audiotape machine separate from the videotape machine. The President of the Lodge or his/her designee may also accompany said Department designee in commencing and completing the oral examination videotaping and audiotaping process. A new, separate videotape and audiotape shall be utilized by said Department designee for each individual oral interview. The Department designee and the Lodge



representative, if present, shall leave the interview room prior to the beginning of the oral interview, and shall be summoned to end the videotaping and audiotaping immediately after the oral interview has been completed. No other aspects of the oral interview process shall be videotaped or audiotaped.

(2) Immediately after the videotaping and audiotaping of a candidate has ended, the videotape and the audiotape shall be sealed by both the Department designee responsible for the videotaping and audiotaping of the oral interview and the oral interview candidate. As soon as all the members of the Oral Interview Board have completed their written point results, those written point results shall be sealed by the Chief of the Department and delivered by the Chief to the Department designee responsible for the videotaping and audiotaping and to FOP designee, if present, prior to the next candidate's oral interview. The sealed point results shall be opened only for aggregate scoring purposes. Thereafter, the sealed videotapes, the sealed audiotapes, as well as the sealed written point results of each candidate shall be maintained in the office of the Chief of the Department for a period of thirty (30) days following the date of the publication of the final aggregate written point results of the oral interview. The subject videotapes, audiotapes, and written point results of each member of the Oral Interview Board shall be destroyed after the thirty (30) day period.

(3) During said thirty (30) day period, a candidate who so desires shall be entitled to a meeting with the Chief of the Department who shall provide the candidate with an opportunity to view his/her oral interview videotape and/or to listen to his/her oral interview audiotape and/or to receive an explanation from the Chief of the Department, with respect to each Board member, of all areas where the Officer may have been deficient in the oral interview portion of the examination as detailed in paragraph (c). No candidate or other member may view any other candidate's oral interview videotape or listen to any other candidate's oral interview audiotape.

The candidate may be accompanied by a representative of the Lodge, designated by the President of the Lodge, during the viewing of his/her oral interview videotape and/or while listening to his/her oral interview audiotape. In addition, said candidate may authorize a representative of the Lodge, designated by the President of the Lodge, to view said videotapes and/or to listen to



said audiotapes and/or to receive said explanation without said candidate's presence. Said authorization shall be in writing, and a copy shall be provided to the Chief of the Department. Finally, a representative of the Lodge, designated by the President of the Lodge, shall be permitted to view a breakdown of the calculation of the candidate's final aggregate written point results from the oral interview, in order to verify compliance with applicable provisions of this Collective Bargaining Agreement; provided however, the individual Oral Interview Board members who awarded the specific scores shown to said Lodge representative shall only be identified as "Board Member #1 scores", "Board Member #2 scores", and "Board Member #3 scores".

3. The written examination shall be obtained from any recognized police testing service and administered and graded by the City, and areas of questioning shall be taken from one (1) or more of the following five (5) sources: (1) Titles 11 and 12 of the Rhode Island General Laws; (2) Titles 3 and 31 of the Rhode Island General Laws; (3) City of Warwick Ordinances associated only with police-related matters; (4) the Department's Accreditation manual (Rules and Regulations); and (5) a source to be determined by the City. A perfect score on this examination will be eighty (80) points.

A reading list of general topics and sources shall be distributed to all members eligible to take the examination. This shall be supplied a minimum of ninety (90) days prior to the administration of the examination unless time is of the essence and, in the view of the Chief, it is necessary to hold the promotional examination in a shorter period of time.

- a) Communications with the police testing service.

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

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

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

b) Delivery and distribution of the reading list.

The reading list of general topics and sources referred to above shall be delivered to United Parcel Service by the contracted police testing service. U.P.S. shall be instructed to notify both the Department and the Lodge that the reading list has arrived. The reading list shall remain sealed at U.P.S. offices until the date on which the list is scheduled to be distributed to all eligible candidates for the promotional examination.

On the date on which the reading list is scheduled to be distributed, representatives from both the Department and the Lodge shall travel to U.P.S. to pick up the sealed package, but shall not open said package at that time. The representatives shall deliver the reading list package, unopened and sealed, to Department Headquarters, where the package shall be opened and the list shall be distributed to all candidates on that day.

c) Delivery of the written promotional examination.

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

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

4

Final grades from the written examination shall be supplied to the Lodge.

5

The lodge shall be allowed to observe and assist in the administration and grading of the written portion of the examination.

6. The City agrees to contribute up to \$1,000 total during the period of this Agreement toward the procurement of study and reading materials for a library, on a dollar-for-dollar match to contributions from the Lodge. The library shall be maintained and administered by the Lodge.

B. The promotional procedure outlined above in paragraph A, shall be followed for the Detective Division with the following exceptions:

1. All personnel in the Detective Division as of July 1, 1987 shall be exempt from the promotional procedure.
2. The Chief shall be able to select the final candidate from among the top five (5) candidates on the promotional list for detectives.

C. Members of the Department first employed after 7-1-89 shall be subject to the following minimum requirements to be eligible for promotional advancement:

1. For advancement from Patrolman/Patrolwoman to Sergeant, 30 college credits in a Criminal Justice and/or a Police Management degree program and/or a related field;
2. For advancement from Sergeant to Lieutenant, 60 college credits in a Criminal Justice and/or a Police Management degree program and/or a related field;
3. For advancement from Lieutenant to Captain, 90 college credits in a Criminal Justice and/or a Police Management degree program and/or a related field;
4. For advancement beyond the rank of Captain, a Bachelor's Degree in Criminal Justice and/or Police Management and/or a related field.

D. Members of the Department first employed before 7-1-89 shall be subject to the following minimum requirements to be eligible for promotional advancement effective 7-1-97:

1. For advancement from Patrolman/Patrolwoman to Sergeant, 30 college credits in a Criminal Justice and/or a Police Management degree program and/or a related field;
2. For advancement from Sergeant to Lieutenant, 60 college credits or no less than 45 credits with proof of enrollment for the purpose of obtaining 60 credits to a Criminal Justice and/or a Police Management degree program and/or a related field;

**3.** For advancement from Lieutenant to Captain, 90 college credits or no less than 60 credits with proof of enrollment for the purpose of obtaining 90 credits in a Criminal Justice and/or a Police Management degree program and/or a related field;

**4.** For advancement beyond the rank of Captain, a Bachelor's Degree in Criminal Justice and/or Police Management, or an Associate's Degree with proof of enrollment for the purpose of obtaining a Bachelor's Degree in Criminal Justice and/or Police Management and/or a related field. For the purposes of Subsections (C) and (D) above, the phrase "related field" shall include the following: Administration of Justice, Criminology (Corrections), Law, Police Science, Political Science (Government), Psychology, Sociology, Social Science, Accounting, Communications, Computer Information Systems, Computer Science, Mathematics, Finance, Public Administration, Paralegal Studies, Management, and Business Administration.

Recognizing that different colleges and universities may use alternative names for the above described related fields, if an officer believes that his/her degree is equivalent to one of the above "related fields" but under an alternative name or description, he/she may request that the Chief of Police or his/her designee verify if it is equivalent. In following this procedure, the Chief of Police or his/her designee and the President of the F.O.P. or his/her designee shall contact appropriate representative of the college or university in order to obtain said verification and a decision from the college or university. All parties, including the Department, and the F.O.P., and the officer, shall be bound by said decision of the college or university.;

E. Within six (6) months from the date of promotion a member must be registered for training in a recognized course of study relating to their respective level of management, the cost of which is to be borne by the City and with the member to be excused from duty for attendance if necessary. The member shall not receive additional compensation for attendance at this training should it occur on his/her days off and the City shall have the right to select the course or courses attended by the member(s).

**TA #10:      Section 33 – "Length of Agreement":**

- Change Section 33 as follows, in pertinent part:

"This Agreement shall be for the term beginning July 1, 2015 and ending June 30, 2018.

~~The parties agree that in April, 2015, their respective representatives shall meet in order to review and assess the fiscal and financial condition of the City, and to the extent the parties determine in a good faith manner and based upon the actual and credible financial data and documents of the City that the City's fiscal and financial condition and reserves have improved, then the parties shall re-open the Collective Bargaining Agreement solely for the purposes of determining whether or not a salary, longevity, or other financial benefit increase (not decrease) may be afforded the Members of the FOP prior to June 30, 2015 partly in exchange for the financial reductions and wage freezes agreed to by said Members under this Agreement."~~

**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 WARWICK

By: \_\_\_\_\_

\_\_\_\_\_  
Scott Avedisian, Mayor

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WARWICK LODGE #7, FRATERNAL ORDER  
OF POLICE

By: \_\_\_\_\_

\_\_\_\_\_  
Eric Falcofsky, FOP President

\_\_\_\_\_  
WITNESS Jason Varas, FOP Vice President

\_\_\_\_\_  
WITNESS

# Memorandum

**To:** Honorable Members, Finance Committee  
**From:** Ernest M. Zmyslinski, Finance Director *EMB*  
**CC:** Honorable Scott Avedisian, Mayor  
Honorable Donna Travis, Council President  
Honorable Members, Warwick City Council  
**Date:** June 4, 2015  
**Re:** Fiscal Note: PCR-75-15 (Ratification of New Three Year Police Contract)

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Attached is a fiscal note pertaining to PCR-75-15 (A Resolution Relative to Ratification of New Three Year Police Contract). The purpose of a fiscal note is to cite where possible the dollar amounts that a proposed resolution or ordinance would have on the budget for the current fiscal year and the next two succeeding fiscal years. In the event that the fiscal affect commences or increases after this period, comments on such costs shall be required. No comment or opinion relative to the merits of the bill shall be included, excepting, however, that technical or mechanical defects may be noted.

**Fiscal Impact: PCR-75-15 (A Resolution Relative to Ratification of New Three Year Police Contract)**

This resolution authorizes the mayor to execute documents to fulfill the provisions of the tentative agreement reached with the Warwick Fraternal Order of Police, Lodge #7 which establishes a three year contract. The current agreement expires on June 30, 2015.

Based upon the tentative agreement, the approximate fiscal impact in FY2016, FY2017 and FY2018 would be a cost of \$426,595, \$372,869 and \$382,161 respectively. There is no fiscal impact in FY2015. Attached is a spreadsheet analyzing the significant monetary aspects of the tentative agreement.

As of:  
6/4/2015

% Increase Schedule						
	7/1/2015	1/1/2016	7/1/2016	1/1/2017	7/1/2017	1/1/2018
Municipal		0.00%		0.00%	3.00%	0.00%
Police		0.00%		0.00%	3.00%	0.00%
Fire		0.00%		1.50%	1.50%	1.50%

FY15 Ending	FY16	Yrly Diff	FY17	Yrly Diff	FY18	Yrly Diff	FY15 vs FY18	Compound Increase
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Fire Salaries Only w/ Holiday Change

Fire Salary	\$ 15,944,886	\$ 16,184,059	\$ 239,173	\$ 16,550,021	\$ 365,962	\$ 17,050,246	\$ 500,224	\$ 1,405,360
Holiday Pay	\$ 796,435	\$ 1,010,477	\$ 214,042	\$ 1,033,326	\$ 22,849	\$ 1,064,559	\$ 31,232	\$ 268,124
Unused Sick	\$ 345,000	\$ 527,800	\$ 182,800	\$ 539,735	\$ 11,935	\$ 556,048	\$ 16,313	\$ 211,048
Fire FICA/Medicare	\$ 1,307,104	\$ 1,355,759	\$ 48,655	\$ 1,386,416	\$ 30,657	\$ 1,428,320	\$ 41,904	\$ 121,217
Copay	\$ (654,836)	\$ (750,839)	\$ (96,003)	\$ (750,839)	\$ -	\$ (750,839)	\$ -	\$ (96,003)
Totals	\$ 17,738,589	\$ 18,327,256	\$ 588,667	\$ 18,758,659	\$ 431,403	\$ 19,348,334	\$ 589,675	\$ 1,609,745

9.27%

Police Salaries Only

Police Salary	\$ 13,099,718	\$ 13,492,710	\$ 392,992	\$ 13,897,491	\$ 404,781	\$ 14,314,416	\$ 416,925	\$ 1,214,698
Police Medicare Only	\$ 189,946	\$ 195,644	\$ 5,698	\$ 201,514	\$ 5,869	\$ 207,559	\$ 6,045	\$ 17,613
Copay	\$ (500,648)	\$ (472,742)	\$ 27,905	\$ (510,524)	\$ (37,781)	\$ (551,353)	\$ (40,810)	\$ (50,885)
Totals	\$ 12,789,016	\$ 13,215,611	\$ 426,595	\$ 13,588,481	\$ 372,869	\$ 13,970,641	\$ 382,161	\$ 1,181,825

9.27%

Municipal Salaries Only

Municipal Salary	\$ 11,755,411	\$ 12,108,073	\$ 352,662	\$ 12,471,316	\$ 363,242	\$ 12,845,455	\$ 374,139	\$ 1,090,044
Pay Upgrades	\$ -	\$ 28,840	\$ 28,840	\$ 29,705	\$ 865	\$ 30,596	\$ 891	\$ 30,596
Municipal FICA/Medicare	\$ 899,289	\$ 928,474	\$ 29,185	\$ 956,328	\$ 27,854	\$ 985,018	\$ 28,690	\$ 85,729
Copay	\$ (611,052)	\$ (607,296)	\$ 3,756	\$ (607,296)	\$ -	\$ (607,296)	\$ -	\$ -
Totals	\$ 12,043,648	\$ 12,458,091	\$ 414,443	\$ 12,850,053	\$ 391,962	\$ 13,253,773	\$ 403,720	\$ 1,786,825

9.53%

Total Salary	\$ -	\$ 1,429,706	\$ -	\$ 1,169,635	\$ -	\$ 1,339,726	\$ -	\$ 3,919,870
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