Collective Bargaining Agreement

By and Between

City of East Providence, Rhode Island

-and-

East Providence Fire Fighters
Local 850, International Association of Fire Fighters, AFL-CIO.

November 1, 2014 to October 31, 2017

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CONTRACT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered into this 1st day of November, 2014 by and between the CITY OF EAST PROVIDENCE and LOCAL 850, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

ARTICLE I

1.01 RECOGNITION

The City of East Providence recognizes Local 850 International Association of Fire Fighters, AFL-CIO as the sole and exclusive bargaining agent for all uniformed employees of the East Providence Fire Department excepting only the Chief of the department for the purpose of collective bargaining relative to wages, salaries, pension, hours, and working conditions. The rights of the City of East Providence and employees shall be respected, and the provisions of this contract shall be observed for the orderly settlement of all questions.

1.02 UNION SECURITY

The City of East Providence agrees not to discharge or discriminate in any way against employees for Union membership or activities. It is agreed by the parties that all uniformed Fire Fighters after the effective date of this contract shall become members of the Union and continue their membership throughout the life of this contract. It is understood that this clause in no way is to be interpreted as a waiver of any state, federal or city law.

The City of East Providence shall deduct Union dues in accordance with the following authorization and shall forward the Union dues check each pay day to the Treasurer of Local 850:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
TO: CITY CONTROLLER
CITY OF EAST PROVIDENCE, RHODE ISLAND

DATE:_____

I hereby authorize my employer to deduct from each biweekly payroll my union dues until further notice.

_____

Signature of Employee

_____

Department

The Union agrees to defend, indemnify and hold the city harmless from any and all claims, liabilities, lawsuits, damages, judgments, or costs of the City which arise out of the payroll deductions of union dues.

1.03 NONDISCRIMINATION

The City and the Union agree not to discriminate in any way against employees covered by this contract on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability. All references to employees in this contract designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

2.01 MANAGEMENT RIGHTS

The Union agrees that the City has responsibility for the policies and administration of the fire department which it shall exercise under the provisions of law and in fulfilling its responsibilities under this contract. The City hereby retains and reserves unto itself all right, power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island and/or the United States of America.

ARTICLE III

3.01 SENIORITY

Seniority of employees shall be computed in each rank from the date of original appointment to that rank. Accurate and up-to-date seniority lists shall be posted in each station prior to December 1st of each year.

Any member who terminates his/her employment and is re-employed by the City under an employment agreement shall in any event be placed on the bottom of the seniority list. He/she shall be considered one-day junior to the bottom person on the seniority list for reasons of picking vacations, bidding for station assignments and for details to be performed.

3.02 SENIORITY ON TEMPORARY ASSIGNMENT

A member working a regular shift other than his/her own or working a regular shift at a station other than his/her regular assignment or working overtime or when called back to duty shall be entitled to his/her normal seniority privileges and rights within the group to which he/she is temporarily assigned and duty details shall be performed by the junior man of the group.

3.03 BID SYSTEM

All present positions in the following groups, stations and divisions shall be bid except for the position of Chief's Aide, Fire Alarm Inspector and other civilian clerical and secretarial positions. The bid shall be held in each rank with seniority in each rank being the deciding factor.

Each member of the fire department is locked into his/her respective group, station or division until such time as a vacancy occurs of equal rank, in which case a notice shall be posted notifying all concerned parties of the date, time and place of the upcoming bid.

When a member is awarded an assignment due to the bid, his/her position immediately becomes open and will be filled by the same system during the same bidding session. Once a

position is reached that no one bids for, that position is filled by the senior extra member or, in the case of no extra members, left vacant awaiting the next bid.

When a member is awarded an assignment due to the vacancy bid, he/she shall be allowed a minimum of two (2) calendar days off on the transfer and will choose his/her vacation from the remaining available vacation schedule on that new group.

In addition to the vacancy bid, an annual bid shall be held during the first week of November each year for voluntary bidding.

When a member is awarded an assignment due to the annual bid, he/she shall assume the work schedule of the new position without additional compensation or time off.

When the bidding session is completed, the Union shall, within forty-eight (48) hours, give to the Chief of the department, in writing, a list of any or all transfers to be made. The Chief shall, within fifteen (15) days of the vacancy or fifteen (15) days of receipt of the list whichever comes later, put the transfer into effect. No member shall be ordered or compelled in any way to transfer unless he/she is considered an extra member.

The positions that are open for bid are as follows:

1. Battalion Chief
2. Division Head (All members assigned to that division excluding Chief's Aide, Fire Alarm Inspector and other civilian clerical and secretarial positions)
3. Captain
4. Lieutenant
5. Fire Fighter
6. Extra Fire Fighters (assigned to Station No. 1)

All other positions are not open to bid.

In the event the City of East Providence or the Chief of the fire department deems it necessary to relocate any of the fire apparatus, it shall be decided by Local 850 through the bid system which members of the fire department shall fill any and all vacancies that arise.

Once all the bidding in any case is completed and the transfers have been made, the officer in charge of each group shall take each member's seniority into consideration before assigning him/her a permanent position. Temporary positions or assignments on the rescue truck within a group shall be filled by seniority choice. Temporary assignment shall be allowed to be filled on any rescue to gain necessary experience for the purpose of employees to maintain their EMTC certificate. Temporary positions or assignments on the rescue truck within a group shall be filled by following the rescue hiring policy set forth in 9.04(B). Said rescue hiring policy may be amended from time to time by mutual agreement of the parties hereto. Such amendment to be effective must be in writing and signed by the parties hereto.

The assignment of Uniformed Fire Fighters with less than two (2) years of service shall be left to the Chief's discretion. Fire Fighters with less than two (2) years of service who are EMTC certified shall be temporarily assigned to a rescue not filled during a bid at the discretion of the Chief of the Department, until such time as the position is filled permanently through the bid process. Openings on the rescue vehicles shall be filled first with firefighters with less than two (2) years seniority. All other vacancies shall be filled after the rescue vacancies have been completed. Two (2) probationary firefighters shall not be assigned to a rescue vehicle at the same time. When a Uniformed Fire Fighter completes two (2) years of service, that member will be eligible to bid on vacancies for which he or she is qualified.

When members are awarded an assignment due to a Super Bid, they shall assume the work schedule without additional compensation or time off.

A Super Bid will be allowed at the discretion of the Fire Chief when stations or in-service apparatus are added, moved or deleted.

3.04 LAYOFF

In the event that the City at any time during the term hereof lays off employees covered by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.

No layoffs shall take place without the City having first discussed the same with the Union with a view toward minimizing the number of employees to be laid off or toward taking such action as may be possible to avoid the layoff of any employee provided, however, that the City's obligation under this paragraph shall be limited to notification and discussion and that its final decision shall not be subject to the grievance procedure or other appeal.

Employees shall be called back from layoff by seniority; the employee with the highest seniority being the first to be called back.

3.05 TRAINING OPPORTUNITIES

The Chief will determine the need for specialized professional development and educational improvement of the department and will select members to attend training seminars, courses and schools accordingly. All other training seminars, courses and schools will be selected by seniority.

ARTICLE IV

4.01 VACANCIES-PRIVATES' RANK

As far as possible, the department shall make every effort to plan for filling permanent vacancies in the rank of Private, as is now or may be covered by ordinance and department orders. Commencing November 1, 2014 all new employees of the East Providence Fire Department shall become EMTC certified at the earliest practical time. New employees shall only be compensated at straight time in securing said certification whether it occurs during training, probation, or as permanent employees.

All employees who become members of the department after April 1, 1998 shall maintain their EMTC certification throughout their employment. All employees shall maintain EMTC certification for as long as they are within the bottom forty-eight (48) members on the seniority list with six (6) EMTC's assigned to each group. All EMTB certification shall be maintained by personnel from the forty-ninth (49^{th}) member on the seniority list starting from the bottom to the sixtieth (60^{th}) member. The remaining personnel shall maintain certification as first responders, as approved by the Ambulance Service Coordinating Board. In addition, they shall be CPR certified and trained in the use of KED boards, collars, splints, oxygen, and any similar equipment deemed necessary by the department. Any changes in manpower requirements, service levels or state mandates shall cause this clause to be renegotiated.

Employees eligible to drop their EMTC or EMTB certification can do so only on their re-certification date. All employees hired after April 1, 1998 shall become EMTC certified at the earliest practical time. The employees hired after April 1, 1998 shall maintain said certification throughout their employment with the East Providence Fire Department. A minimum of forty-eight (48) employees shall continue to maintain their EMTC certification with all EMTC

employees receiving a Five Hundred Seventy-Five ($575.00) Dollar non-cumulative bonus for maintaining the EMTC certification, effective November 1, 2014. Members above forty-eight (48) electing to keep their EMTB certification will be paid a non-cumulative bonus of Three Hundred Twenty-Five Dollars ($325.00), effective November 1, 2014. Effective November 1, 2015 all EMTC employees shall receive a Six Hundred Seventy Five Dollar ($675.00) non-cumulative bonus for maintaining the EMTC certification. All EMTB employees shall receive a Four Hundred Twenty-Five Dollar ($425.00) non-cumulative bonus for maintaining the EMTB certification. Effective November 1, 2016 all EMTC employees shall receive a Seven Hundred Seventy-Five Dollar ($775.00) non-cumulative bonus for maintaining the EMTC certification. All EMTB employees shall receive a Five Hundred Twenty-Five Dollar ($525.00) non-cumulative bonus for maintaining the EMTB certification. Such stipends shall not be applied to base salary. Such non-cumulative bonus shall be payable in a lump sum October 31 of each year or the next payday thereafter. Members required too maintain their EMTC or EMTB certification according to this section shall do so as condition of employment. Failure to do so without just cause could be just grounds for termination.

The City shall pay all expenses for said education including tuition, books, fees or any other charges. Said expenses shall not be charged to education expenses as set forth in Article XXII of this agreement.

The length of the training period for trainees shall be established from time to time by the City provided, however, that such period shall not be less than thirteen (13) weeks including both the State Fire Academy and the City program. During said period, trainees shall not be eligible to replace members of the department. By agreement of the parties, this clause replaces the

award given by the arbitration panel on December 18, 1980 as it appeared on page 24 of said arbitration award.

4.02 VACANCIES-OFFICERS' RANK

Vacancies in officers' ranks shall be filled immediately unless a city-wide job freeze is in effect.

4.03 TEMPORARY SERVICE OUT OF RANK

Any member serving in an acting officers capacity, such as Rescue Lieutenants, Engine Lieutenants, Captains, and Battalion Chiefs, shall receive the pay equal to the actual hourly rate of the position he/she is replacing and for the actual hours worked.

A private who assumes command of a platoon in the absence of an officer shall be compensated at the rate paid a Lieutenant commencing with the first day.

Seniority in each group shall govern selection of members temporarily assuming the duties of a higher rank at the discretion of the Chief.

4.04 PROMOTION

(A) To establish eligibility to take the promotional examination for a Lieutenant, a member shall be required to have seven (7) years of service as an East Providence Fire Fighter and be NFPA 1001 Fire Fighter Level 2 Certified prior to expiration of the existing or exhaustion of the current promotional list.

(B) To establish eligibility to take the examination for the position of EMS Coordinator, a member shall be required to have five (5) years of service as an East Providence Fire Fighter and three (3) years assigned to Rescue on the East Providence Fire Department. The member shall also hold a Rhode Island Emergency Medical Technician Cardiac (EMTC) level or higher license. Examination shall be given under 4.05 of the Collective Bargaining Agreement.

(C) Promotional examinations from Lieutenant to Captain and from Captain to Battalion Chief will require three (3) full years of continuous service in the prior rank, and must be NFPA 1021 Officer Level 1 certified to establish eligibility prior to expiration or exhaustion of the current promotional list. Effective 11/1/2010 prior to becoming NFPA 1021 Officer Level 1 certified, members are required to be NFPA 1041 Fire Service Instructor Professional Qualifications certified. In the event that there are less than three (3) members eligible under the above requirements, the next senior member in rank with the required Certification shall be eligible until three (3) members are eligible for the promotional examinations.

(D) The department shall make available the necessary training to accomplish the requirements of Article 4.04 each two years or as needed. If off duty, the officer will receive normal overtime compensation to attend the required classes.

4.05 PROMOTIONAL EXAMINATIONS

The top seeded member on a promotional list shall be the one promoted. Effective with the first lists established after the effective date of this Agreement, all promotional lists shall remain in effect for a two-year period unless the list becomes exhausted. The certification date of said lists shall begin the two (2) year effective period, and the certification dates shall be posted in all stations and divisions. To ensure that there are always promotional lists in effect, at least one hundred eighty (180) days prior to the expiration of any promotional list, the Department shall post a notice on the bulletin board in each station and division. Such notice shall contain, notice of the upcoming exam, the sources of the material from which the written examination will be taken, as well as the percentages of examination questions to be taken from each source. The posting and application process will be for twenty (20) days. At the end of the twenty (20) posting, a test date will de announced, the written examination will be administered

approximately seventy (70) days later. In a case of a list becoming exhausted or no one passes the written exam the above process will begin immediately.

All promotions shall be based on competitive examinations composed of the following parts:

(A) Written Examination - 100 point value.

The examination shall be prepared outside the department. When a notice of an upcoming examination is posted, the reference materials listed in the aforementioned notice shall be provided by the department for test applicants' usage. The department shall provide one (1) set of required books for every six (6) applicants. Any fraction of six (6) applicants shall be considered six (6) applicants for purposes of determining the number of sets of books to be provided by the department. The books shall be kept in the Division of Training Office. A passing grade on written promotional examinations will be the national test average established by the testing company and will be posted prior to the test date. Said score must be obtained to continue to part (B). When the written examinations are received by the City, the Human Resource Director will contact the authorized representative of Local 850, who will arrange to verify that the material has not been opened. After signing his/her name along the seal, the Local representative will observe the placement of the material into a secure location. At the time of the scheduled examination, the authorized Local representative will retrieve the materials along with H.R. Director, from the secure location and verify that the seals remain intact. The seal will be opened in the test room at the beginning of the test in the presence of the Local representative and those candidates taking the test. When a candidate finishes the test, he/she will have the Local and City representatives make a copy of the answer sheet in his/her presence. He/she will then sign the copy. All the signed copies of all of the candidates will be sealed in an envelope at

the end of the test by both the Local and City representatives, who will then sign across the seal and lock that envelope in a secure location. The unsigned originals will be sent to the testing company for scoring. When the originals are returned, the test company will also send a hand scoring stencil. Within fifteen (15) working days of the examination being given, all candidates shall be notified of their written score. Candidates or the authorized Local 850 representative will then have fifteen (15) working days to contact the H.R. Department to review their original, the signed copy, the scoring key and a copy of the test questions in the presence of a City representative to verify their written test score. (Test score equals point value). Each candidate shall be allowed to challenge questions and will have the right to have those challenges answered. When the review period ends all challenges presented by the candidates will be answered within thirty (30) days by the test company.

The City shall provide work reliefs for members who are on duty in order to take the Promotional Examination without requirement to make up the time. In the event an employee taking the Promotional Examination reduces the workforce below minimum staffing levels, the Chief shall order off duty employees to fill in for those employees taking the examination in accordance with the Collective Bargaining Agreement between the parties.

(B) Seniority (Maximum 30 point value)

Members shall receive one (1) point for each year of service. Time shall be computed from the date of appointment to the fire department to the examination date.

(C) A promotional list shall be established from the procedures set forth in A and B with the final point total. In the event of an exact tie, the member with the most seniority in rank shall be placed first. (Maximum total 130 points).

(D) Prior to the Personnel Hearing Board certifying any promotional list, the President of Local 850 or his designee shall be allowed to review the list.

4.06 MANPOWER

(A) The City shall maintain and operate five (5) engine companies, one (1) officer and two (2) fire fighters on each engine truck; two (2) ladder companies, one (1) fire fighter and one (1) officer (for each group) i.e. one (1) captain and three (3) lieutenants; and three (3) rescue trucks, two (2) EMTC's on each. Probationary Fire Fighters may be used according to the rescue hiring policy as set forth in 9.04 (B).

(B) The City shall maintain and operate six (6) permanent officers on duty at all times not including Battalion Chiefs only when in a hiring situation. When in a hiring situation, the City will first try to fill the vacancy by hiring from the overtime list. If no one is available or if no one accepts, then the City will order the junior officer(s) on duty to fill in on a rotating schedule.

When not in a hiring situation, the City will use the agreed upon Acting Officer Hiring Policy.

ARTICLE V

5.01 DUTIES

(A) The principal duties of the members of the fire department shall consist of the prevention, control and extinguishment of fire together with the necessary administrative and service functions presently conducted by the fire department and as set forth in the rules and regulations adopted by the City for the management of the fire department. The president of Local 850 shall be consulted prior to the adoption of new or amended rules and regulations and

be furnished a copy of same prior to their effective date. General Orders and memoranda will not be used to promulgate what should be rules and regulations.

(B) Rules and Regulations

All members of the Fire Department covered by this contract shall be governed by the provisions of the City Charter and the revised rules and regulations of the department as adopted by the Chief, provided that the rules and regulations do not contravene the provision of the contract or the duly established past practice of the parties.

5.02 PERMANENT STATUS

Those employees presently employed performing the duties set forth in Section 5.01, excluding Clerks, Secretaries, Fire Alarm Inspector, and the Chief's Aide, shall be permanent uniformed members of the fire department at the same position, classification and respective grade increases.

All personnel hired for any positions listed below after November 1, 1987 will be permanent non-uniformed members of the fire department and will not be eligible for membership in the Firemen's and Policemen's Pension Fund.

Provided, however, that any presently employed permanent uniformed members of the fire department shall not lose this status in the event of promotion to any of the below listed positions:

Chief's Aide

Fire Prevention and Training Secretary

Fire Alarm Inspector

The Fire Prevention and Training Secretary, Fire Alarm Inspector, and the Chief's Aide will be non-uniformed full time permanent classified positions filled according to the

examination procedures contained in Chapter 11 entitled "Personnel, Pensions and Retirement" of the Revised Ordinances of the City of East Providence, 1987, as amended.

5.03 DETAIL TO OTHER DEPARTMENTS PROHIBITED

The City of East Providence agrees that members of the East Providence Fire Department whose duties are defined in Article V, Section 5.01, shall not be detailed to other departments of the City except in emergencies; and such detail shall be compensated for at the rate of time and one half (1.5) for duties performed.

Except that the detailing of staff members to assist other departments of the city by use of their particular expertise shall be the responsibility of the Chief or the City Manager and shall be at straight time pay if during regular working hours.

The transfer from one unit to another within the fire department shall be the responsibility of the Chief of the department.

5.04 OUTSIDE INSPECTION

There shall be no outside inspections or drills after 6 P.M. or on Saturdays, Sundays and holidays.

(A) No outside assignments shall be performed in full turnout gear when the heat index is below 32 degrees or above 90 degrees Fahrenheit as measured in East Providence.

5.05 MUTUAL AID

It is the understanding between the parties that in any case where the City has a mutual aid agreement with any other city or town and the permanent paid fire department of such city or town is involved in a labor dispute with said city or town, members of Local 850 shall not be ordered, directed or required to man any station in such city or town or to stand by with any fire apparatus owned by said city or town.

It is further understood by Local 850 that its members may be required and shall report to provide mutual aid services in connection with any working fire in such city or town even though a labor dispute may exist between the paid fire department and such city or town.

ARTICLE VI

6.01 HOURS

The regular work schedule for members of the fire fighting units, and rescue personnel shall average forty-two (42) hours a week. In setting this schedule, the Chief shall consult with the President of Local 850 in order to arrive at the most reasonable schedule for the benefit of both parties. The regular workweek for members of other divisions of the fire department shall be forty (40) hours per week and shall include a one (1) hour lunch period.

6.02 SUBSTITUTIONS

The right to substitute may be permitted provided, however, that permission to substitute on a ten-hour shift or a fourteen-hour shift must be obtained from the Station Commander by the filing of a "Request for Time Off" form. Substitutions on changing shift may be granted by the Station Commander and shall not be unreasonably refused.

A member substituting for another shall be responsible for the shift. If such member is unable to work the shift because of sickness or other reason and this inability results in overtime, the member after returning to duty shall pay the time back to the department, when he/she works the next overtime shift, time for time. If no overtime is required, the member substituting for another shall be charged for whatever leave is required under this agreement.

Any member who is substituting for another member shall have his assignment decided by the officer on duty. EMTC's assigned to a rescue unit must get a qualified EMTC to

substitute for him or make sure that a qualified EMTC on his shift will cover for him; and officers must get officers as their replacements.

No employee shall participate in any outside activity which is in conflict with basic employment by the City of East Providence.

6.03 OVERTIME

(A) Firefighting Units. Members who are required to work thirty (30) minutes or more beyond their regular work shift shall be paid at the rate of time and one half (1.5) for one (1) hour. All time worked beyond one (1) hour shall be paid at the rate of time and one-half (1.5) for the time worked.

(B) Forty Hour Employees. Employees normally working a forty (40) hour work week shall be compensated at their option at the rate of time and one half (1.5) for all hours worked in excess of forty (40) hours per week or compensation time at time and one half. In the event the forty (40) hour employee is unable to secure the compensation time on days acceptable to him/her, the employee may opt for the overtime pay.

(C) Overtime specified in subsections A and B above will only be paid up to and including the rank and pay grade of Captain, except in the instance when an Battalion Chief is utilized on scene to assist the incident Commander/on duty Battalion Chief.

(D) As to overtime, shift duty personnel shall be hired on a rotating basis using the system now in effect by seniority within each group. Starting initially by seniority from a newly established list containing the names of all members and on completion of the list each time, every man shall have been given an opportunity to work overtime. Any member who elects to reject such opportunity to work overtime, pursuant to the provisions of this subsection, and in

compliance with the existing overtime agreement, shall be placed at the bottom of the rotating list. The Chief shall determine when and how overtime shall be assigned for staff positions.

(E) When the rotating overtime list is exhausted and no members accept overtime, the Battalion Chief shall poll the on-duty group for volunteers. If no volunteers are available, the junior man on that group shall work the overtime.

(F) Members shall have the option of receiving compensatory time off in lieu of overtime pay. Members will be allowed to accumulate and use a total of ninety-six (96) hours per fiscal year. Compensatory time will be allowed on any day or night except July 4th, Thanksgiving, Christmas and New Year's Day, this includes all shifts extending into said holidays. Compensatory time shall be charged at a minimum of four (4) hours when used. No more than six (6) members of the department shall be permitted to take compensatory time on any one ten (10) hour day or fourteen (14) hour night. Such leave shall be granted on a first come first serve basis. If a member takes off more compensatory time than entitled to, the member after returning to duty shall pay the time back to the department, when he/she works the next overtime shift, time for time. A member must use all his remaining compensatory time prior to resignation or retirement.

6.04 CALLBACK

All members of the department called back during emergencies (building fires, placing reserve apparatus in service, riding with mutual aid companies) shall be compensated for at the rate of time and one-half (1.5) for a minimum of four (4) hours.

All other non-emergency callback (sick leave, family sick leave, bereavement leave, injury leave) shall be compensated at the rate of time and one-half (1.5) for the actual time

worked. Non-emergency callback will occur until one (1) hour before the end of a day (1700 hrs.) or night (0700 hrs.) shift.

6.05 COURT TIME

All off duty members of the department when required to appear in court for any department related reason shall be compensated for at least three (3) hours pay at the rate of time and one half.

6.06 LEGAL INDEMNIFICATION

In the event any employee covered by this agreement is sued in any civil proceeding as a result of action performed by said employee in the performance of his/her duties as an employee of the East Providence Fire Department, the City agrees to provide such employee with all necessary legal assistance, and further agrees to pay any judgement rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits of this section if it determines that the employee acted outside the scope of his/her employment.

ARTICLE VII

7.01 NON-CIVIC DETAILS

(A) Whenever a member of the bargaining unit is assigned to a detail of a non-civic nature or where the duties of an off-duty Fire Fighter may be required, the detail shall be paid for by the individual, corporation or organization for who said member is working. Funds for the performance of a non-civic detail will not be paid to members of the bargaining unit until such funds have been received from the party requesting the detail, not to exceed two (2) pay periods.

Effective November 1, 2006 the rate for all details shall be 1 ¾ times of a Lieutenant's hourly rate of pay.

(B) Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of the Holidays listed in Section 8.01 shall be paid for at the rate of double time for a three (3) hour minimum.

ARTICLE VIII

8.01 PAID HOLIDAYS

(A) All members of the fire department covered by this contract shall be granted uniformly an additional one (1) day's pay for each of the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
R.I. Independence Day	May 4
Memorial Day	Last Monday in May
Firemen's Memorial Sunday	First Sunday in June
Independence Day	July 4
Victory Day	Second Monday in August
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Member's Birthday	

Holiday pay computation shall be based on a ten (10) hour day, effective November 1, 2008.

(B) Employees on unpaid leave of absence shall not be entitled to holiday pay.

(C) Holiday pay shall be considered as part of base salary for pension purposes only.

ARTICLE IX

9.01 SALARIES

(A) Basic salaries for all members of the department covered by this contract shall be as follows,

EFFECTIVE NOVEMBER 1, 2014 TO OCTOBER 31, 2015

All members of the bargaining unit will receive a two percent (2%) salary increase on 11/1/14.

CLASS	GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Secretary	33	40,308.22	42,461.63	44,695.55	47,050.43	49,262.73
Chief's Aide	33	40,308.22	42,461.63	44,695.55	47,050.43	49,262.73
Private	37	49,262.73	51,248.19	53,941.06	56,273.43	58,851.56
Private over 20 years						61,794.14
Lieutenant	39	53,940.95	56,273.17	58,851.69	64,371.92	67,177.36
Captain	41				70,214.80	73,016.60
FA Inspector	41S	57,526.85	59,787.83	62,957.88	65,670.43	68,614.80
Battalion Chief	44			75,133.92	78,046.89	81,082.12

EFFECTIVE NOVEMBER 1, 2015 TO OCTOBER 31, 2016

All members of the bargaining unit will receive a two percent (2%) salary increase on 11/1/15.

CLASS	GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Secretary	33	41,114.38	43,310.86	45,589.46	47,991.44	50,247.98
Chief's Aide	33	41,114.38	43,310.86	45,589.46	47,991.44	50,247.98
Private	37	50,247.98	52,273.15	55,019.88	57,398.90	60,028.59
Private over 20 years						63,030.02
Lieutenant	39	55,019.77	57,398.63	60,028.72	65,659.36	68,520.91
Captain	41				71,619.10	74,476.93
FA Inspector	41S	58,677.39	60,983.59	64,217.04	66,983.84	69,987.10
Battalion Chief	44			76,636.60	79,607.83	82,703.76

EFFECTIVE NOVEMBER 1, 2016 TO OCTOBER 31, 2017

All members of the bargaining unit will receive a two percent (2%) salary increase on 11/1/16.

CLASS	GRADE	STEP A	STEP B	STEP C	STEP D	STEP E
Secretary	33	41,936,67	44,177.08	46,501.25	48,951.27	51,252.94
Chief's Aide	33	41,936.67	44,177.08	46,501.25	48,951.27	51,252.94
Private	37	51,252.94	53,318.61	56,120.28	58,546.88	61,229.16
Private over 20 years						64,290.62
Lieutenant	39	56,120.17	58,546.60	61,229.29	66,972.55	69,891.33
Captain	41				73,051.48	75,966.47
FA Inspector	41S	59,850.94	62,203.26	65,501.38	68,323.52	71,386.84
Battalion Chief	44			78,169.33	81,199.99	84,357.84

(B) Privates Over Twenty (20) Years: Privates with twenty (20) completed years of service shall receive an additional five (5%) percent on their base pay for work performed (as noted in the Salary Table above) unless that private is receiving a premium for any acting status. Such premium pay shall terminate upon promotion, retirement, or separation from service.

9.02 FIRE PREVENTION AND TRAINING DIVISION

The Training Director and Fire Marshal shall receive a salary differential to make their salary the same as Battalion Chief.

(A) The Fire Prevention Division will consist of one (1) Captain who shall receive the salary of Battalion Chief and one (1) Lieutenant who shall receive the salary of Captain. The Training Division will consist of one (1) Captain who shall receive the salary of Battalion Chief and one (1) Lieutenant who shall receive the salary of Captain. Both divisions will share a secretarial position,

(B) If an employee retires from either the Fire Marshal or the Assistant to the Fire Marshal and the Training Director or the Assistant to the Training Director with four (4) consecutive years of service in any of the above-mentioned positions, or a combination of those positions immediately prior to his/her date of retirement, he/she will be eligible to have his/her pension calculated at the rate of their salary as outlined in Sub-Section (A) of this Article.

(C) The salary schedule as outlined in Sub-Section (A) of this Article will apply to longevity and vacation leave paid at the time of retirement but not to the calculation of sick leave payout at retirement. The sick leave payout at retirement for the Fire Marshal and the Training Director shall be at the Captain's rate of pay. The sick leave payout at retirement for the Assistant

to the Fire Marshal and the Assistant to the Training Director shall be at the Lieutenant's rate of pay.

(D) If the Fire Marshal or Training Director retires from either position with less than four (4) years of consecutive service immediately prior to retirement, the employee will be pensioned at a Captain's salary. However, the City will reimburse his/her contribution to the pension fund for the amount between Captain and Battalion Chief's salary. No interest will be calculated or added into his/her reimbursement amount. If the Fire Marshal or Training Director returns to a Line Position, he/she will be entitled to a return of contribution difference without interest. If the Fire Marshal or Training Director is promoted to a higher rank, he/she will receive full credit for any time served and will not receive a return of his/her contribution difference. If the Assistant to the Fire Marshal or the Assistant to the Training Director retires from either position with less than four (4) years of consecutive service immediately prior to retirement, the employee will be pensioned at a Lieutenant's salary. However, the City will reimburse his/her contribution to the pension fund for the amount between Lieutenant and Captain's salary. No interest will be calculated or added into his/her reimbursement amount. If the Assistant to the Fire Marshal or the Assistant to the Training Director returns to a Line Position, he/she will be entitled to a return of contribution difference without interest. If the Assistant to the Fire Marshal or the Assistant to the Training Director is promoted to a higher rank, he/she will receive full credit for any time served and will not receive a return of his/her contribution difference.

9.03 STEP INCREASES - PRIVATES

Probationary Fire Fighters will begin on Step 37A and reach the maximum Step 37E at the end of four (4) years of service.

9.04 RESCUE PERSONNEL

(A) All EMTC's permanently assigned to an in-service rescue shall receive full Lieutenant's pay while assigned, one (1) of whom shall be an EMS Coordinator and shall receive Captain's pay while assigned. The EMS Coordinator's position shall be filled in accordance with Article IV Section 4.04 Promotions, and Article IV Section 4.05 Promotional Examinations. If the EMS Coordinator bids out of the EMS Coordinator position he/she will revert to their former position, rank and pay. The EMS Coordinator position will be filled effective November 1, 2004.

(B) EMTC's will be assigned to the rescue by the current bid system and the agreed upon Rescue Hiring Rules between the Executive Board of Local 850 and the Fire Chief.

(C) For the purpose of this Rescue Hiring Policy an EMTC shall be defined as an EMTC in the bottom 48 who are cardiac certified, or a member who has submitted a letter to the Chief of the Department for the purpose of riding rescue. Probationary Fire Fighters shall be included in the bottom 48.

(D) Under A above, Fire Fighters who have not reached the top pay grade shall be paid a proportionate increase equal to the difference between top Fire Fighter's pay and Lieutenant's pay.

(E) If a Fire Fighter retires from a permanent rescue position with both five (5) consecutive years of service immediately prior to his/her date of retirement and fifty (50) percent of his/her total years of service on a permanent rescue assignment regardless of other breaks in rescue service, he/she will be eligible to have his/her pension calculated at the rate of a Lieutenant. In order to take advantage of this provision, a Fire Fighter must first reimburse the City for his/her pension contribution for the amount of money between a Fire Fighter and Lieutenant for each year of service as a permanent rescue employee.

If an employee retires from a permanent rescue position with less than the five (5) consecutive years of service immediately prior to retirement or the required total rescue years of service in relation to his/her total service, then he/she will be pensioned as a Fire Fighter and he/she will not be given any credit for the time he/she was in a permanent rescue position.

This provision will apply for pension calculation purposes only and will not effect longevity or sick leave or vacation leave payments at retirement which are calculated at Fire Fighter salary levels.

9.05 LONGEVITY PAY

Longevity pay shall be computed at a percentage of base salary and be paid in one lump sum on October 31 of each year or the next payday thereafter. Longevity pay shall be considered as a part of base salary for pension purposes only. Employees qualifying for such pay in midyear shall receive a prorate amount based on that portion of the year during which they were eligible.

6% of base salary after five (5) years' service
7% of base salary after ten (10) years' service
8% of base salary after fifteen (15) years' service
9% of base salary after twenty (20) years' service

Employees hired after January 1, 2015 will not receive longevity pay for the first ten (10) years of service they will be eligible to receive:

6% of base salary after ten (10) years' service

7% of base salary after fifteen (15) years' service

8% of base salary after twenty (20) years' service

9% of base salary after twenty five (25) years' service

9.06 ITEMIZED PAY CHECKS

The City agrees that incentive and longevity pay, clothing allowance, and clothing maintenance allowance will be paid in separate checks.

The City of East Providence shall provide itemized paychecks to the employees in sealed envelopes. Included on the paycheck will be a complete breakdown of the type of compensation paid to the employee and a complete breakdown of all deductions withheld.

9.07 ASSESSMENTS

Assessments shall be payroll deducted after the body's approval (amount to be determined by membership but limited to one change per year). Local 850 agrees to indemnify and hold harmless the City of East Providence from any lawsuits, damages, judgments, results, ramifications and/or effects occurring pursuant to said assessments made by the City at the request of Local 850.

9.08 PAYROLL DEDUCTIONS

As long as there is no cost to the City, the City will allow bargaining unit members to have their pension contribution payroll deducted prior to tax deductions in accordance with state and federal laws as is presently done for other municipal employees who are part of the State Retirement System. Massachusetts, taxes will be payroll deducted for those employees living in Massachusetts that authorize it.

ARTICLE X

10.01 SICK LEAVE

(A) Each member of the bargaining unit working a forty-two (42) hour average workweek shall earn sick leave at the rate of 6.93 hours per pay period for a total of 180 hours per calendar year. Each member of the bargaining unit working a forty (40) hour workweek shall earn sick

leave at the rate of 4.62 hours per pay period for a total of 120 hours per calendar year. There shall be no limitation on the maximum amount of sick leave which may be accrued.

(B) Sick leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease. It may also be granted for a maximum of five (5) working days in each calendar year because of illness in the member's immediate family, for which the City may require an affidavit for the 5th day, at the employee's expense. If a member of the bargaining unit is required to furnish a physician's certificate for a sick leave absence which exceeds two (2) days and the physician charges a fee for furnishing the certificate, the City shall pay such fee.

(C) Every member of the bargaining unit shall, upon leaving active service for any reason, receive payment for not more than fifty (50) percent of the sick leave he/she accrued up to a maximum of one thousand (1000) hours.

(D) Any sick leave used in excess of twenty (20) days in the last 24 months of employment prior to retirement shall be deducted from the sick leave payment on a hour-for-hour basis. Fifty (50) percent of a member's sick leave will be calculated first and then the sick leave used in excess of twenty (20) days in the last 24 months of employment prior to retirement shall be deducted from the sick leave payment. Sickness in family, and major illnesses documented by a physician's note will not be included in calculating the twenty (20) days mentioned above. It will be the responsibility of the employee to provide a doctor's note documenting such illness. Additional time may be granted at the discretion of the City Manager without deduction in cases of major illness.

(E) All employees hired after January 1, 2015 shall have their sick leave payout capped at 500 hours.

10.02 IN-LINE-OF-DUTY ILLNESS

In-line-of-duty illness shall be in conformity with the General Laws of Rhode Island, 1956, as amended, Section 45-19-1.

10.03 IN-LINE-OF-DUTY INJURY

(A) Members of the fire department, covered by this contract who are injured in the line of duty including non-civic details to which they are assigned, shall receive full salary while their incapacity exists or until they are placed on a disability retirement. (This section is in conformance with General Laws of Rhode Island, 1956, as amended, Section 45-19-1).

(B) Any member injured in the line of duty while serving in a capacity other than his/her assigned capacity would receive the pay and benefits he/she was receiving at the time the injury occurred.

(C) In the implementation of Articles 10.02 and 10.03, it is understood and agreed that the employee's Blue Cross and Blue Shield coverage or any other health and medical plan he/she may select shall be used first to cover any medical bills; and any excess cost shall be paid by the City of East Providence. Members, if possible, must utilize doctors or health care facilities participating in the health care program which such member selects. If such member chooses a doctor or health care facility not participating in the health care program selected by the member, any additional costs shall be borne by the member and will not be the responsibility of the City of East Providence unless there were emergency or extenuating circumstances or the situation required a specialist not in the network.

(D) Whenever a member while in the employ of the City dies as a direct and proximate result of an on-the-job injury or illness, the City shall pay to the deceased employee's beneficiary a sum of money computed on the basis of his/her weekly earnings for accumulated sick leave,

vacation leave and any unused compensatory time up to a total of ninety-six (96) hours which had accrued to such deceased employee at the time of his/her death.

(E) When a member is killed in the line of duty, the City of East Providence will pay for the funeral expenses not to exceed Five Thousand ($5,000.00) Dollars. However, if the federal government no longer provides a Fifty Thousand ($50,000.00) Dollar life insurance policy as a death benefit for Fire Fighters killed in the line of duty, then the City will pay for funeral expenses not to exceed Seven Thousand ($7,000.00) Dollars.

10.04 LIGHT DUTY

The Chief may place an injured employee who is capable on a light duty assignment while he/she is recovering from his/her injury. Such assignment may be in a Monday through Friday non-rotating work schedule to accommodate the light duty assignment. Employees on extended sick leave who are capable may also request that the Chief place them on light duty and such request shall not be unreasonably denied. However, on-the-job injuries will take precedence over sick leave cases in receiving and continuing on light duty assignments. Light duty assignments will be limited to thirty (30) work days unless extended by the City Manager after being reviewed. A minimum of two (2) light duty positions will be available for light duty assignment. Additionally, female firefighters, with the proper medical documentation, will have prenatal light duty positions made available to them without the above listed restrictions.

10.05 BEREAVEMENT LEAVE

In the event a death occurs in the immediate family of a member of the fire department, the City of East Providence agrees to pay to such member for time lost not to exceed a period of four (4) consecutive days through the date of interment. The term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of member, mother-in-law,

father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, grandchildren, stepchildren and stepparents.

In the event of the death of aunt, uncle, niece, or nephew, the member shall be entitled to one (1) day bereavement leave.

In the event of a death of a relative other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief.

10.06 PERSONAL LEAVE

Each member of the department covered by this contract shall be entitled to receive three (3) days personal leave during each contract year, not to be deducted from sick leave, non-cumulative, with a maximum of four (4) members utilizing this leave at any time. Personal days will be allowed on any day or night except, July 4th, Thanksgiving, Christmas, and New Year's Day, this includes all shifts extending into said holidays. Battalion Chiefs shall be placed on separate lists for selecting personal leave days. If a member takes off more personal leave days or family sick leave than entitled to, the member after returning to duty shall pay the time back to the department, when he/she works the next overtime shift, time for time.

10.07 MATERNITY LEAVE

The employee shall have the right to use her accrued sick leave for temporary disability due to pregnancy.

(A) The employee must present a statement from her doctor at the end of her third month as to when she should cease working in order to protect her health. On the date her doctor recommends she should cease working, the employee will be placed on maternity leave. The City retains the right to a second physician's opinion, the cost of which shall be paid by the City.

(B) The employee may use all her accrued vacation and sick leave with pay during her maternity leave.

(C) Following the expiration of her accrued vacation and sick leave, she will be placed in a maternity leave status without pay until she returns to work. After the delivery, the employee at her discretion may remain on maternity leave for a maximum of three (3) months.

(D) The employee may request an additional leave of absence without pay for up to one (1) year.

(E) The employee may request light duty with the approval of her doctor under the same condition and limitations as an off the job sickness. The city retains the right to a second physician opinion, the cost of which shall be paid by the City.

ARTICLE XI

11.01 VACATIONS

All permanent uniformed member/probationary fire fighters of the fire department who have less than ten (10) years of service shall be entitled to a vacation of one hundred sixty-eight (168) hour's duration a calendar year. All members who have more than ten (10) years of service shall be entitled to a vacation of two hundred forty (240) hours duration during a calendar year. All members having twenty years or more of service shall be entitled to an additional forty-eight (48) hours annual vacation.

The above shall apply to all forty-two (42) hour personnel.

All permanent uniformed members, probationary members and civilian employees working a forty (40) hour workweek shall be entitled to a vacation of one hundred thirty-six (136) hours during a calendar year with less than ten (10) years of service. All permanent

uniformed members, probationary members and civilian employees working a forty (40) hour workweek who have more than ten (10) years of service and less than eighteen (18) years of service shall be entitled to a vacation of one hundred ninety-two (192) hours during a calendar year. All permanent uniformed members, probationary members and civilian employees working a forty (40) hour workweek who have more than eighteen (18) years of service shall be entitled to a vacation of two hundred forty (240) hours during a calendar year.

New or rehired employees with less than a full year of service shall have their vacation leave prorated, and the leave so accrued shall be taken in the following calendar year.

Any member of the collective bargaining agreement who has more than twenty (20) years of service shall be allowed to bank forty-eight (48) hours of vacation leave per year up to a maximum of one hundred and ninety-two (192) hours. This vacation may be taken in subsequent years or will be paid for upon retirement. If the vacation is used, it will be selected according to the guidelines in Section 11.02, Choice of Vacation.

11.02 CHOICE OF VACATION

(A) Choice of vacation shall be granted based upon a member's seniority from date of appointment to the fire department. The members on each group will be placed on the list by seniority, said list shall be published through a general order. A list for the selection of vacations shall be posted in all stations upon completion of the annual bid. All vacation selection shall be complete by January 31. Any member who fails to make a selection in a timely manner shall be passed over and will select vacation after all other members have selected.

(B) Choice of vacations shall be chosen from three (3) separate lists (Staff, Line and Line Chief Officers). Four (4) members from each group shall be permitted on vacation at all times; those members shall include the ranks of Captain, Lieutenant, and Fire Fighter. Four (4) Officers

from each group may be permitted to take vacation at the same time. Battalion Chief shall also be allowed to be on vacation for a total of five (5) members on vacation at any time. The present method of choosing vacations by seniority from three (3) separate lists (Staff, Line and Line Chief Officers) shall remain unchanged.

(C) Any employee while on voluntary leave of absence for any reason other than sickness or injury shall not accrue vacation time.

(D) Any member affected by a two (2) day pick shall be entitled to pick the days as individual days. The choice of individual days shall be done in accordance with the normal time limits of picking vacations.

(E) Any member may use up to two days of his/her previously selected vacation as individual days. A member must give at least seventy-two (72) hours advance notice before his/her tour begins that he/she plans to use a single vacation day. Such use shall not be permitted if it would exceed the four (4) members from each group on vacation at any one time limit under Section B of this article. No carryover of these two floating vacation days will be allowed if they are not used by the end of the calendar year. These days must be deducted from any of the employee's remaining previously selected vacation.

(F) Any employee whose vacation will be disrupted because of jury duty shall be allowed to change the affected vacation to any open selection during the remaining calendar year. Additionally, any employee whose vacation will be disrupted because of a subpoena served for City related business shall be allowed to change the affected vacation to any open selection during the remaining calendar year except that the Chief of the Department may exceed the maximum number of employees on vacation to accommodate that employee.

ARTICLE XII

12.01 CLOTHING ALLOWANCE

The clothing allowance for all members of the fire department covered by this contract shall be Eight Hundred Seventy-Five ($875.00) Dollars per year, effective November 1, 2004. The following items may be purchased from this allowance:

Dress uniforms for those members required to wear them
Topcoats for dress uniforms for those members required to wear them
White shirts (dress) for those members required to wear them
Ties (black)
Shoes (black)
Station uniforms (Union Made)
Uniform hat
Summer uniforms
Work jacket
Blue T-shirts (department approved)
Blue Sweatshirts (NFPA 1500 approved)
Black baseball caps (department approved)

The City agrees to provide each uniformed member of the department with two (2) sets of NFPA 1500 approved uniforms no later than October 1 of each contract year. Both parties agree that the two (2) sets of NFPA 1500 approved uniforms shall only be issued to new employees during the 2014-2015 and 2016-2017 contract years.

Shorts may be worn on a trial basis from May 1, 2015 to October 1, 2015 (summer period). After the trial period if it is mutually agreed upon, shorts shall be incorporated into the collective bargaining agreement as allowable summer wear and shall be purchased by the employee.

The clothing allowance for civilian staff shall be Five Hundred Seventy-Five ($575.00) Dollars per year since they do not need to purchase the more expensive fire resistant uniforms required by NFPA 1500 standards, effective November 1, 2004.

(B) CLOTHING MAINTENANCE ALLOWANCE

The City agrees to provide each member of the department covered by this contract Four Hundred Fifty ($450.00) Dollars per year for the cleaning, maintenance and upkeep of said uniform and work attire.

The cleaning, maintenance and upkeep of uniforms and work attire for civilian staff shall be Three Hundred Seventy-Five ($375.00) Dollars per year.

(C) In addition to the above allowance, the City shall provide to the civilian staff two (2) uniform golf shirts and two (2) uniform sweaters. The style shall be agreed upon by the Chief of the Department.

(D) PAYMENT METHOD

The annual clothing allowance and clothing maintenance allowance shall be paid in quarterly installments commencing the first pay day of November and the first pay day of February, May and August. Payments shall be in a check separate from the regular payroll check.

12.02 PROTECTIVE GEAR

The City of East Providence agrees to supply members of the fire department covered by this contract with the following protective clothing and equipment all of which shall conform to NFPA 1500 standards:

Fire Protective Coats	Nomex Hoods
Night hitch boots	Night hitch suspenders
Fire helmet	Night hitch

Two (2) pair work gloves per employee

The department shall keep in stock popular sizes of all the above listed protective clothing to eliminate the waiting period for replacement of needed protective gear.

12.03 WEARING UNIFORMS

All clothing and equipment purchased or supplied under this article shall be approved by the Chief of the fire department. Such clothing and equipment shall be used exclusively by the member and only during the course of performance of his/her assigned duties. Members of the fire department shall not be required to wear uniforms to or from work.

ARTICLE XIII

13.01 BLUE CROSS AND PHYSICIANS SERVICE

Effective January 1, 2012 the healthcare plan for all active members of the department shall be a Health Savings Account (hereinafter referred to as HSA) with a calendar year deductable of $4,000.00 for family coverage and $2,000.00 for individual coverage, said deductibles shall be paid by the member. The City shall provide an HSA healthcare plan, which shall have a benefit level, service level, and network level, no less than the level described in exhibit No. 1 attached to this Collective Bargaining Agreement. The monetary amounts of the above-cited deductibles shall be paid by the members in following manner:

1. The City agrees to advance the monetary amounts of the said deductibles ($4,000.00 family or $2,000.00 individual) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of healthcare plan (HSA).

2. Members of the department through payroll deductions shall pay the above-cited monetary amounts of said deductibles advanced to the members by the City back to the City. The said amount of the deductable shall be divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld.
3. On or before December 15th of each calendar year members of the department shall indicate to the City as to the monetary amount to be advance by the City into the credit/debit card for each member to equal the total amount needed to satisfy said deductible ($4,000.00 family or $2,000.00 individual). The City and the Union acknowledge and agree that the monetary amount needed to be advance by the City to each member can vary in amounts, due to the usage and debiting from each members account during the calendar year (i.e. Member "A" started year with $4,000.00 advanced by the City to credit/debit card. The City was withholding $153.85 bi-weekly from member "A" through payroll deduction. Member "A" used $1,500.00 toward medical deductibles during the calendar year. On or before December 15th member "A" notifies the City to advance $1,500.00 into member "A" credit/debit card to meet the $4,000.00 deductible for the upcoming calendar year; the City withholds $57.69 bi-weekly from member "A" during the upcoming calendar year. Etc.).
4. A third party company shall administer the credit/debit card for members of the department.
5. Any and all costs associated with the administration of said credit/debit card from the third party company shall be borne by the City.

6. The City agrees to provide all members and their family members (if applicable) with initial credit/debit cards at no cost to said members. The City also agrees to provide said members with an allotment of "checks" at the members cost to also be utilized for payment of medical deductibles, pursuant to the (HSA). The allotment of checks will be provided at the members' request.
7. Any charges associated with replacing said credit/debit card to members or their family members shall be borne by the member.

There shall be no premium co-share of the above-cited healthcare plan (HSA) contributed by the members toward the cost of the healthcare plan (HSA), except as defined in Section 13.01, sub-section (G) of this Article.

Members, who sustain an occupational injury/illness, shall be covered for any and all medical care, including but not limited to prescriptions drugs through a special medical rider that shall be provided for through the City at no cost to the member nor the above-cited healthcare plan (HSA).

Members who retiree after January 1, 2012 shall receive individual or family (if applicable) healthcare until such time as they secure employment elsewhere with equivalent medical/health insurance or until they are eligible for Medicare or Medicaid.

All employees hired after January 1, 2015 upon retirement shall receive individual or family (if applicable) healthcare until such time as they secure employment elsewhere with equivalent medical/health insurance or until they are eligible for Medicare or Medicaid. The retiree shall contribute a twenty (20%) percent co-share towards the cost of the health care premium provided by the city.

If an employee receives such insurance under a policy held by a spouse, then the City of East Providence shall not be required to purchase said insurance for the retired employee. The entire cost of providing said healthcare to members who retiree shall be borne by the City. The healthcare plan for retired members shall have a benefit level, service level, and network level, no less than the level described in Exhibit No. 2 attached to this Collective Bargaining Agreement and shall not include any dental plan.

13.02 DENTAL PLAN

The City shall provide and pay for Dental coverage Level I, II and III for each member of the department and, if married, Level IV Family Plan and Student to Age 25 Rider.

During the term of this Agreement the City may provide alternate dental care coverage and service that is equivalent to that provided by the current Dental Insurer.

13.03 LIFE INSURANCE

(A) The City shall continue to provide and pay a life insurance policy for members retired prior to November 1, 1986 according to the schedule of coverage in effect at the time of their retirement.

(B) The schedule of benefits, eligibility requirements and other terms and conditions of the coverage's provided under Sections 13.01, 13.02 and 13.03 shall be governed by the provisions of the respective insurance contracts, and the City's liability thereunder shall be limited solely to the payment of its share of premiums on such contracts.

(C) The Union shall be responsible for providing life insurance for all active members and all members who retire after November 1, 1986. The City will pay to the Union $124.80 per member annually in lieu of providing life insurance benefits for the members who retired between November 1, 1986 and October 31, 1987 payable in one lump sum during the month of

November; and the City will pay to the Union. Effective November 1, 2005, the city will pay One Hundred Eighty ($180.00) Dollars per member annually for all active members and all members who retire after November 1, 1987.

13.04 DEFERRED COMPENSATION

The City shall continue to maintain a Deferred Compensation Plan for all employees covered by this Agreement.

13.05 DUPLICATE COVERAGE

When a member of the bargaining unit and a spouse are both employees of the City of East Providence, the City need not buy both spouses healthcare or dental coverage, but the City shall provide both spouses health or dental coverage, with the plan offering the best coverage for the spouses so employed. In the event the spouse employed with the coverage shall retire, resign or be terminated for any reason, then the other spouse without the coverage shall be immediately granted the coverage of his/her unit without any waiting period. In the event the spouse without the coverage shall receive a better plan than the other spouse during the course of any negotiations, the City shall immediately implement the better of the two plans in conformance with the spirit of this section.

ARTICLE XIV

14.01 TIME OFF WHILE PERFORMING UNION DUTIES

The City agrees to replace without loss of pay or the requirement to make up such time the President of Local 850 and one Executive Board member or delegate or Pension Board member to attend the following Union functions as follows:

Formal contract negotiations with City - President/one board member

Arbitration hearings - President/one board member

State meetings (monthly) - President/one delegate

State convention (annual) (one duty day) - President/one delegate

New England Conference (biannual) (one duty day) - President/one delegate

International Convention (biannual) (one week) - President/one delegate

Meetings called by the City Manager – President only

Pension Board Meetings – One Pension Board member only

The time off above will be granted. The replacements will be made if necessary to maintain minimum manpower as outlined in Article IV, Section 4.06. Replacements shall not be required for any other meetings.

Officers and Executive Board members not covered above will be allowed if on duty to attend meetings with the City by transferring on in-service apparatus. Utilization of in-service apparatus shall be at the discretion of the Chief or duty Battalion Chief.

ARTICLE XV

15.01 DISCHARGE AND DISCIPLINE

(A) The City or Chief shall have the right to discharge and/or discipline employees at any time for just cause; and in the case of discharge shall give the Union and the employee at the time of said discharge the reasons for discharge in writing by giving a copy to the employee and the local union president. In the event the Union and/or the employee shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) working days from the date of such discharge and shall be disposed of under the grievance procedure set forth in Article XVII hereof.

(B) The City shall have the right to discharge and/or discipline any new employee who has not completed his/her one (1) year probationary period or such extension of the probationary

period as may be agreed upon by the City and the Union. The discharge and/or discipline of a probationary employee shall not be covered by the provisions of (A) above or by the grievance procedure set forth in Article XVII hereof.

(C) Any member who is discharged or disciplined under this section shall have the right to the normal grievance procedure and/or arbitration if necessary or a hearing before the Personnel Hearing Board in accordance with the terms of the City Ordinances. The member will have the choice of either procedure but not of both.

ARTICLE XVI

16.01 GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievances of the local, or members of the East Providence Fire Department, the following grievance procedure is accepted by the City. Union representation shall be present at all of the following steps.

(A)When the Union files a grievance, it shall be referred to the Chief.

(B) When an individual has a grievance, it shall be presented to the Executive Committee of Local 850, I.A.F.F. where, if justified, it shall be presented to the Chief. The Chief shall issue an answer within five (5) working days.

(C) Grievances not settled with the Chief shall be submitted to the Director of Human resources within five (5) working days of the answer. The Human Resources Director shall issue an answer within five (5) working days.

(D) If not resolved at the Human Resources level, within five (5) working days of the answer, it shall be referred to the City Manager. The City Manager shall issue an answer within five (5) working days.

(E) If not settled at that level, it shall be referred to Arbitration under Article XVII, Section 17.01 of the contract.

ARTICLE XVII

17.01 ARBITRATION

If agreement cannot be reached through the procedures set forth in Article XVI on any grievance, the grievance shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The arbitrator shall have no power to add to, subtract from or change the terms of the contract. He shall be confined solely to the interpretation and application of the terms of this contract. The fees and expenses of the impartial arbitrator shall be borne equally by both parties.

ARTICLE XVIII

18.01 WORKING CONDITIONS

Members of the Fire Fighting Division covered by this contract shall not be required while on station duty to perform work normally performed by building trade unions or other tradesmen except for minor repairs or to wash staff cars

ARTICLE XIX

19.01 BULLETIN BOARDS

Bulletin boards shall be provided in each station for the posting of union notices. No notice shall be posted until it has been submitted to the Chief.

ARTICLE XX

20.01 DRIVER'S LICENSE

Members must notify the Fire Chief or Duty Battalion Chief immediately if their driver's license is or becomes suspended or revoked.

ARTICLE XXI

21.01 PENSION PLAN

The revised arbitration decision and award dated February 1, 1977 is attached hereto as Appendix A and made a part hereof by reference with the following modifications.

(A) Employees retiring after November 1, 1985 shall have their pension computed on their last year's salary instead of the average of their last three (3) years' salary.

(B) Employees retiring after November 1, 1985 shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of retirement provided they are at least fifty (50) years of age at the time of retirement. Employees retiring after November 1, 1985 who are less than fifty (50) years of age at the time of retirement shall also be entitled to such annual three (3%) percent compounded cost of living increase, the first such increase to be payable on their 51st birthday.

Employees retiring after November 1, 1989 shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of retirement regardless of their age.

(C) Effective November 1, 1988 a member on completion of twenty (20) or more years of credited service may retire on a service retirement annuity regardless of age.

(D) Effective November 1, 1990 members will contribute eight (8%) percent of their salary and longevity pay into the Firemen's and Policemen's Pension Fund.

Effective November 1, 1993 members will contribute eight (8%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

Effective November 1, 1993 members who retire from staff positions will make a contribution into the Firemen's and Policemen's Pension Fund equivalent to eight (8%) percent of the monetary value of their holiday leave for the time they held those positions. This will allow their base salary to include holiday pay for pension calculation purposes only.

Effective November 1, 2003 members will contribute eight (8%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

Effective November 1, 2003 members who retire from staff positions will make a contribution into the Firemen's and Policemen's Pension Fund equivalent to eight (8%) percent of the monetary value of their holiday leave for the time they held those positions. This will allow their base salary to include holiday pay for pension calculation purposes only.

(E) Effective November 1, 1991 members retirement annuity earning will be calculated, to a maximum accumulation of seventy (70%) percent, by the following formula:

2 1/2% each year for the first twenty-four (24) years

2% for each of the next four (4) years

1% for each of the next two (2) years

(F) Full time permanent non-uniformed civilian employees of the Fire Department hired on or after November 1, 1995, will be eligible only for membership in the State Municipal Employees' Retirement System. Members will contribute seven (7%) percent of their salary and longevity pay into the system.

(G) Members on disability pensions from November 1, 1989 forward will be allowed to earn the difference between their disability pension and 150% of the current salary plus longevity and holiday pay for the position from which they retired on disability pension with no penalty.

(H) Effective November 1, 2008 members who retire shall receive an additional one (1%) more in their retirement annuity.

(I) Effective November 1, 2014 all uniformed Firefighters added to the payroll on or after January 1, 2014 on completion of 25 years of credited service may retire and are eligible to collect a service retirement annuity at the age of 55.

(J) Effective November 1, 2014 members will contribute nine (9%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

(K) Effective November 1, 2014 Firefighters added to payroll on or after January 1, 2014 will have their retirement annuity earnings calculated to a maximum accumulation of seventy (70%) percent, by the following formula:

2.5% accumulation per year to year 20

4% accumulation per year for years 21-25.

(L) All employees hired after January 1, 2014 shall have their pension based upon a final three (3) year average.

(M) All employees hired after January 1, 2014 shall have a non-compounding 2.25% per year cost of living adjustment (COLA).

(N) All employees hired after January 1, 2014 must complete ten (10) years of service to be vested, eligible to collect at age 60 if the member does not complete twenty five (25) years of service.

(O) All other pension benefits provided shall be in full force and effect.

ARTICLE XXII

22.01 EDUCATION EXPENSES

Fire Fighter personnel shall be eligible for reimbursement of tuition and required text costs for fire science courses upon successful completion of such courses. These payments shall be subject to the following limitations:

(A) Courses shall be taken in Fire Science, and non-fire courses needed to complete Fire Science Degree Program only,

(B) Each member shall be limited to one (1) course per semester and a total of two (2) courses per fiscal year;

(C) Total cost of the program shall be limited to Seven Thousand Five Hundred ($7,500.00) Dollars for the contract year;

(D) Reimbursement shall be made upon presentation of grade reports indicating the member has achieved a grade of C or better;

(E) After payment is made with regard to Item B, any monies leftover shall be equally distributed amongst the employees who have taken any Fire Service (EMS) courses other than the one's required for payment in Item B;

(F) Non-uniformed personnel shall be eligible for reimbursement of tuition and required text costs for job related courses with the Chief's prior approval.

ARTICLE XXIII

23.01 PHYSICAL FITNESS STANDARDS

(A) All employees shall be required to undergo a comprehensive physical examination once every three (3) years by a physician selected by the employee from a list of three (3) physicians mutually agreed upon by the Union and the City. The cost of such examination will be borne by the City. The employee will take the examination on his/her own time at no overtime cost to the City.

(B) If an employee is diagnosed as having a propensity toward hypertension or heart disease or if the employee is found to have existing hypertension or heart disease, he/she shall be required to follow the medical advice of the examining physician.

(C) All employees shall participate in a physical fitness test to be developed and agreed upon by the City and the Union to consist of exercises to measure flexibility, strength and endurance. Age will be considered when scoring the physical fitness tests. The standards, tests and implementation procedures are as agreed in a separate Physical Fitness Testing Manual. The intent of Section B and C is to promote fitness and not to force early retirements.

A good faith effort on the part of the employee and evidence of some continuing measurable progress will meet the intent of the fitness standards. Likewise a valid medical reason substantiated by the City may excuse an employee from meeting a specific standard while the condition exists. The City will not discipline an employee while either or both of these cases apply.

(D) The parties agree that there is a need for education of employees in the causes and prevention of hypertension and coronary heart disease as well as the promotion of good nutrition, stress reduction, etc.

The employer agrees to provide speakers and materials for education in this area. Such education shall include advice on the causes of hypertension and coronary heart disease, weight control, diet counseling, physical exercise, smoking cessation, stress management techniques, and improving mental health.

The Union will allow these instructions to be conducted in the evening hours for members on duty and for those members who wish to attend while off duty at no cost to the City in terms of overtime or callback pay.

ARTICLE XXIV

24.01 WORK STOPPAGE

In consideration of the right to a resolution of disputed questions under the terms and provisions of Title 23, Chapter 9.1 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration", Fire Fighters of the East Providence Fire Department shall have no right to engage in any work stoppage, slowdown or strike; and that, if any unauthorized or wildcat work stoppage, slowdown or strike shall take place, Local 850 will immediately notify such employees engaging in such unauthorized activities to cease and desist. Any employee engaging in any strike may be subject to disciplinary action by the City.

ARTICLE XXV

25.01 OTHER POST EMPLOYMENT BENEFITS (OPEB)

Members of the Fire Department effective April 1, 2011 shall contribute one-half (1/2%) percent of the members' salary toward the "Other Post Employment Benefits" (OPEB) obligation

of the City. Effective April 1, 2014 said (OPEB) contribution shall increase to one (1%) percent of a member's salary. Effective November 1, 2015 the (OPEB) contribution shall increase by one- half (1/2%) percent to one point five (1.5%) percent of a members' salary. Effective November 1, 2016 the (OPEB) contribution shall increase by one- half (1/2%) percent to two (2%) percent of a members' salary.

ARTICLE XXVI

26.01 DURATION OF THIS CONTRACT

This contract shall be for a term of three (3) years commencing the first day of November, 2014 and shall continue and remain in full force and effect until October 31, 2017 and from year to year thereafter unless either party at least one hundred twenty (120) days prior to the expiration date in 2017 or in any year thereafter gives to the other party written notice of its intention to terminate or amend this contract.

26.02 SCOPE OF CONTRACT

The parties acknowledge that, during the negotiations which preceded this contract, each has the unlimited right and opportunity to make demands and proposals with respect to any subject matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract.

Therefore, for the life of this contract, the City and the Union, within the provisions of law, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this contract or with respect to any subject or matter not specifically referred to or covered in this contract even though such subject matters may not have been within the knowledge or

contemplation of either or both of the parties at the time they negotiated and signed this contract provided, however, that if a court of competent jurisdiction modified the existing pension plan in effect for members of the department or in any way affects the validity of existing ordinances pertaining to the Firemen's and Policemen's Pension Fund, pension benefits may be the subject of immediate negotiations and if necessary arbitration.

26.03 SEVERABILITY

In the event that any section of this contract is deemed in violation of any law by a court of competent jurisdiction, the remainder of the contract shall be deemed to be valid and effective.

IN WITNESS WHEREOF, the City of East Providence has caused this instrument to be executed and its corporate seal to be affixed by Paul E. Lemont its Acting City Manager and James A. Briden its Mayor, thereunto duly authorized by the City Council of the City of East Providence as of the day and year first above written; and said Local 850 International Association of Fire Fighters, AFL-CIO has caused this instrument to be signed by David daFonseca, its President thereunto duly authorized as of the day and year first above written.

IN THE PRESENCE OF
CITY OF EAST PROVIDENCE

Witness

Paul E. Lemont, Acting City Manager

9/29/14
Date

James A. Briden, Mayor

Nicole Santiago
Witness

LOCAL 850, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

Witness

David daFonseca, President

9/29/14
Date

Reviewed and approved in accordance with 45-9-10-1 et al.

Paul Luba, Administration & Finance Officer

Exhibit No. 1
HSA Benfit Summary

HSA offers quality medical coverage with a health savings account (HSA) to cover your out-of-pocket expenses.

	Within the Network you pay:	Outside of the Network you pay:	Notes
Calendar year deductible	$2,000 per individual $4,000 per family	$2,000 per individual $4,000 per family	The deductible amount is included in the out-of-pocket maximum. (All services apply to the deductible except preventive care.) The in-network and out-of-network deductible are calculated separately. Prescription drugs apply toward the deductible.
Coinsurance	0%	40%	
Calendar year out-of-pocket maximum	$2,000 per individual $4,000 per family	$4,000 per individual $8,000 per family	The deductible and coinsurance apply to your out-of-pocket maximum.
Please remember that you are responsible for paying any coinsurance and/or deductible to your provider. This is a mandatory requirement when receiving healthcare services. Any coinsurance and/or deductible amounts can be paid at the time of service or within the time frame specified by your provider. Coinsurance and deductible amounts are shown on the explanation of benefits (EOB) that we send to you after processing your claim. You must pay the provider the total amount shown in the section labeled "Your Responsibility" on the EOB.			
Preventive Care			
Adult preventive care	0% (Deductible does not apply.)	40% (Deductible does not apply.)	Includes one physical exam and one gynecological exam per calendar year.
Pediatric preventive care	0% (Deductible does not apply.)	40% (Deductible does not apply.)	Pediatric preventive care is covered according to federal guidelines.
Immunizations	0% (Deductible does not apply.)	40% (Deductible does not apply.)	Includes adult, pediatric, and travel immunizations.
Lab services, machine tests, and X-rays	$0 (Deductible does not apply.)	40% (Deductible does not apply.)	Includes Pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.
Office Visits			
Personal care physician (PCP)	0% after deductible	40% after deductible	
Specialist	0% after deductible	40% after deductible	- Chiropractic visits are limited to 12 per calendar year. - Routine eye exams are limited to 1 per calendar year.
Outpatient Services			
Outpatient services - medical/surgical care - facility and doctor services	0% after deductible	40% after deductible	
Lab services, machine tests, and X-rays (diagnostic)	0% after deductible	40% after deductible	
Inpatient Services			
Inpatient hospital services - acute care - maternity	0% after deductible	40% after deductible	Unlimited days at a general or specialty hospital. Up to 45 days per calendar year for physical rehabilitation.

2000/4000 DED

continued

	Within the Network you pay:	Outside of the Network you pay:	Notes
Mental Health and Chemical Dependency Treatment Services			
Inpatient	0% after deductible	40% after deductible	
Outpatient	0% after deductible	40% after deductible	
Office Visits	0% after deductible	40% after deductible	
Urgent Care or Emergency Care			
Urgent care center	0% after deductible	40% after deductible	
Emergency room care	0% after deductible	40% after deductible	If emergency room visit results in hospital admission, coinsurance is waived. The annual deductible and/or coinsurance for inpatient hospital services will apply.
Ambulance services	0% after deductible	40% after deductible	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of $3,000 per occurrence.
Additional Services			
Prescription drugs	0% after deductible	Not covered	Not covered at out-of-network pharmacies.
Physical/occupational therapy	0% after deductible	40% after deductible	
Durable medical equipment (DME)	0% after deductible	40% after deductible	Must be purchased from a participating DME vendor. Pharmacies are NOT participating in the DME network.
Home and hospice care	0% after deductible	40% after deductible	Includes physician, nurse, and home health aide visits.

This grid provides a general summary of your for HSA benefits. It is not a contract.

Key Terms

Coinsurance: The percentage of our allowance that you must pay for a covered healthcare service.
Deductible: A fixed amount that you must pay for covered healthcare services each calendar year before we start to pay for those services.
Out-of-pocket maximum: Highest amount of coinsurance and deductible that you must pay each calendar year for certain covered healthcare services.
Personal care physician (PCP): Includes family practitioners, internists, and pediatricians.
Specialist: Includes office visits to all other medical providers who specialize in a certain area of medicine, such as but not limited to: oncology, cardiology, ophthalmology, dermatology, or allergy.

How Your Deductible Works

Your plan features a deductible. The deductible is the amount of covered expenses you must pay per calendar year before we start to pay for covered services.

Family Deductible Example

Here's how a deductible would work for a family of three enrolled in an HSA, with a family deductible of $4,000.
It assumes that all services are in-network.

- Sue has a surgical procedure that costs $2,000.
- Her husband goes to see his doctor several times, for a total of $1,000.
- Her daughter Jane has a sports injury, and her medical bills total $1,000.
- Together, they've reached their deductible amount of $4,000. They're now covered at 100 percent for any additional in-network services they might receive.

Exhibit No. 2

Standard Plan
Benefit Summary

	Within the Network you pay:	Outside of the Network you pay:	Notes
Deductible	None	$200 per individual	For family coverage: Up to a maximum of three family members must meet the individual amount per calendar year.
Coinsurance	0%	20%	
Out-of-pocket maximum	None	$3,000 per individual	For family coverage: Up to a maximum of three family members must meet the individual amount per calendar year. Once you exceed this amount, we will pay up to our allowance for most covered services. Deductibles and copayments do not apply to your out-of-pocket maximum.
Please remember that you are responsible for paying any copayment, coinsurance, and/or deductible to your provider. This is a mandatory requirement when receiving healthcare services. Copayments are due at the time of service. Any coinsurance and/or deductible amounts can be paid at the time of service or within the time frame specified by your provider. Coinsurance and deductible amounts are shown on the explanation of benefits (EOB) that we send to you after processing your claim. You must pay the provider the total amount shown in the section labeled "Your Responsibility" on the EOB.			
Preventive Care			
Adult preventive care	$15	$15 plus 20% after deductible	Includes one physical exam and one gynecological exam per calendar year.
Pediatric preventive care	$15	$15 plus 20% after deductible	
Immunizations	$0	20% after deductible	Includes adult and pediatric immunizations. An office visit copayment will apply if the provider bills for the immunization administration in addition to an office visit.
Lab services, machine tests, and X-rays	$0	20% after deductible	Includes Pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.
Office Visits			
Personal care physician (PCP)	$15	$15 plus 20% after deductible	
Specialist	$15	$15 plus 20% after deductible	Chiropractic visits are limited to 12 per calendar year. Routine eye exams are limited to 1 per calendar year. $15 copayment for dermatologist and allergist visits.
Outpatient Services			
Outpatient medical/ surgical care (facility and doctor services)	$0	20% after deductible	
Lab services, machine tests, and X-rays (diagnostic)	$0	20% after deductible	
Inpatient Services			
Inpatient hospital services - acute care - maternity	0%	20% after deductible	Unlimited days at a general or specialty hospital. Up to 45 days per calendar year for physical rehabilitation.

continued

	Within the Network you pay:	Outside of the Network you pay:	Notes
Mental Health and Chemical Dependency Treatment Services			
Inpatient	$0	20% after deductible	
Outpatient	$0	20% after deductible	
Office visits	$15	$15 plus 20% after deductible	
Urgent Care or Emergency Care			
Urgent care center	$15	$15 plus 20% after deductible	
Emergency room care	$50	$50	If emergency room visit results in hospital admission, $50 copayment is waived. You may be billed an additional specialist copayment if you are seen by a specialist in the emergency room.
Ambulance services	$50	$50	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of $3,000 per occurrence.
Additional Services			
Prescription drugs	*See prescription drug insert for details. Prescription drug copayments and coinsurance do not apply to your out-of-pocket maximum.*		
Physical/occupational therapy	20%	20% after deductible	
Durable medical equipment (DME)	20%	20% after deductible	Must be purchased from a participating DME vendor. Pharmacies are NOT participating in the DME network.
Home and hospice care	$0	20% after deductible	Includes physician, nurse, and home health aide visits.

This grid provides a general summary of your benefits.

Key Terms

Coinsurance: The percentage of our allowance that you must pay for a covered healthcare service.
Copayment: A fixed dollar amount that you must pay for a covered healthcare service.
Deductible: A fixed amount that you must pay for covered healthcare services each calendar year before we start to pay for those services.
Out-of-pocket maximum: Highest amount of coinsurance that you must pay each calendar year for certain covered healthcare services.
Personal care physician (PCP): Includes family practitioners, internists, and pediatricians.
Specialist: Includes office visits to all other medical providers who specialize in a certain area of medicine, such as but not limited to: oncology, cardiology, ophthalmology, dermatology, or allergy.

How Your Deductible Works

Your plan features a deductible for services provided outside the network. The deductible is the amount of covered expenses you must pay per calendar year before we start to pay for covered services.

- Three family members must satisfy the individual deductible. Once the third family member meets his or her individual deductible, the family deductible is satisfied.
- Once the out-of-network family deductible is met, the family only needs to pay coinsurance (if applicable) up to the out-of-pocket maximum.

The family out-of-pocket maximum accumulates the same way as the family deductible.