

Final

Tentative Agreement

Reference

1. Minimum Staffing

Art. XIX

- a. Reduce to 88 effective October 29, 2016, or as soon as practical thereafter.
- b. Eliminate \$100,000 annual overtime expense language beginning in FY2018.

2. 4-Platoon Schedule

- a. Return to 10-10-14-14 schedule effective on or before October 29, 2016, or as soon as practical thereafter.
- b. If the City reverts to a 3-platoon / 56-hour workweek during the course of this agreement, then, in consideration for the changes set forth in this agreement, the City agrees to compensate each member affected by the change one year's salary within fourteen (14) days of the change.

3. Health Care

- c. The City will pay overtime in accordance with Article VI of the CBA. *as it was paid prior to August 2, 2015 without prejudice to the claim of the parties as to such payment subsequent to August 2, 2015*

- a. Health Co-Share rates to change as follows effective July 1st of each Fiscal Year:

- i. FY 2018: \$1,347 (individual) / \$2,746 (family)
- ii. FY 2019: \$1,387 (individual) / \$3,182 (family)
- iii. FY 2020: \$1,429 (individual) / \$3,642 (family)
- iv. FY 2021: \$1,530 (individual) / \$3,899 (family)
- v. FY 2022: \$1,591 (individual) / \$4,055 (family)

- b. Dental Co-Share Rates to Change as follows effective July 1st of each Fiscal Year:

- i. FY 2018: \$43.16 (individual); \$133.05 (family)
- ii. FY 2019: \$44.88 (individual); \$138.37 (family)
- iii. FY 2020: \$46.68 (individual); \$143.91 (family)
- iv. FY 2021: \$48.54 (individual); \$149.66 (family)
- v. FY 2022: \$50.49 (individual); \$155.65 (family)

4. Salary for the Firefighters

Article XIII, Sec. 1

- a. Effective July 1, 2015: 3% base salary increase remains in effect.
- b. Effective August 2, 2015: 8% base salary increase remains in effect until conversion to 4-platoon / 42-hour workweek schedule takes effect, at which time the 8% base salary increase shall no longer be of any force or effect.
- c. FY2017 Wage Re-opener: Effective January 1, 2017, 2% base salary increase.
- d. Effective July 1, 2017: 2.00 % base salary increase.
- e. Effective July 1, 2018: 2.25 % base salary increase.
- f. Effective July 1, 2019: 2.25 % base salary increase.
- g. Effective July 1, 2020: 2.75 % base salary increase.
- h. Effective July 1, 2021: 3.25 % base salary increase.

5. Salary for the Firefighters

Article XIII, Sec. 1

- a. The base salary increases set forth in § 4 above shall not apply to FF/2's and FF/3's.
- b. The weekly salaries for FF/3's shall be as follows:
 - i. FY2017: \$800
 - ii. FY2018: \$810
 - iii. FY2019: \$820
 - iv. FY2020: \$830
 - v. FY2021: \$840
 - vi. FY2022: \$850
- c. The weekly salaries for FF/2's shall be as follows:
 - i. FY2017: \$900
 - ii. FY2018: \$910
 - iii. FY2019: \$920
 - iv. FY2020: \$930
 - v. FY2021: \$940
 - vi. FY2022: \$950

6. Clothing Provision

Art. VIII, (C)

- a. Eliminate "clothing issue" beginning FY2017.

7. Retiree Health Care

Art. XIV

- a. Employees shall pay a health co-share in retirement equivalent to 1/2 of their health co-share in effect at the time of retirement.
- b. This retiree health co-share shall continue for life, including post-Medicare, net of Medicare Part B costs.

For example, if a retiree is paying ½ of \$4,055 (or \$2,027.50) as a health co-share in retirement, then upon becoming Medicare eligible, the retiree's \$2,027.50 health co-share shall be reduced by the retiree's annual payment for Medicare Part B.

Therefore, for illustrative purposes only, if such retiree's Medicare Part B payment is \$121.80 per month (or \$1,461.60 per year), then such retiree's Post-Medicare Co-Share to the City will be \$565.90.

As another example, if a retiree is paying ½ of \$1,591 (or \$795.50) as a health co-share in retirement, then upon becoming Medicare eligible, the retiree's \$795.50 health co-share shall be reduced by the retiree's annual payment for Medicare Part B. Therefore, for illustrative purposes only, if such retiree's Medicare Part B payment is \$121.80 per month (or \$1,461.60 per year), then such retiree's Post-Medicare Co-Share to the City will be \$0.

8. Item H Proposal (effective for all new hires)

Art. IX, Sec. 2(h)

- a. All firefighters hired after the effective date of this agreement will accrue Item H days in accordance with the following schedule:
 - i. Date of appointment: 0 Item H days
 - ii. Completion of first year: 1 Item H day
 - iii. Completion of second year: 2 Item H days
 - iv. Completion of third year: 3 Item H days
 - v. Completion of fourth year: 4 Item H days
 - vi. Completion of fifth year: 5 Item H days
 - vii. Completion of sixth year: 6 Item H days
 - viii. Completion of seventh year: 7 Item H days

9. Holiday – Eliminate 1-paid holiday (Rhode Island Independence Day) effective FY2017.

10. Compensation Time (Effective January 1, 2017, or as soon as practicable thereafter):

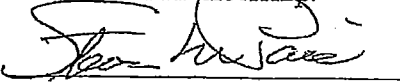
- a. Firefighters can accrue up to a total of 72 hours of compensation time (i.e., 48 hours of overtime banked as compensation time);
- b. Firefighters cannot use their accrued compensation time if it results in the City making any payment of overtime through a callback. The parties will agree in writing that the use of compensation time under such circumstances would unduly disrupt the operations of the Department, and they will commit to advancing this argument in any action filed pursuant to the federal Fair Labor Standards Act.
- c. If a member utilizes compensation time and such use results in any payment of overtime, the City shall discharge the equivalent amount of that member's sick/vacation/other paid time off (e.g., if a firefighter's use of compensation time results the City calling back a firefighter on overtime for 10 hours, the City shall discharge 15 hours of other paid time off of the firefighter using the compensation time).
- d. The City has absolute discretion to require firefighters to use all or some of their compensation time, upon providing the firefighter with 24-hours' advance notice
- e. The City retains the exclusive right to cease the compensation time program at any time.

11. Miscellaneous

- a. One year probationary period
- b. Light duty cap raised to 25 – Item A's excluded
- c. Item H capped at twenty
- d. Consideration of a 24-hour shift within a 4-platoon / 42-hour workweek construct for a test period of up to 12 months.
- e. No elevation to FF/2 without EMT-C certification.
- f. New hires shall obtain a CDL and maintain their CDL as a condition of employment. Firefighters must obtain their CDL certification within one year of appointment. Training and testing for the CDL will be provided during the academy.
- g. Require all communications between promotional testing agency and Fire Department to be in writing only when ordering and administering a promotional test.

- h. City cannot use the contracted physician that is uses for annual physicals for an IME.
- i. Light duty assignment by mutual agreement between the Fire Department and the Union.
- j. Extend length of light duty to 24 months.

The foregoing Tentative Agreement (1) was negotiated by the City and the Union in good faith (2) is subject to ratification by the Providence City Council and (3) is subject to the approval of Local 799's membership.



For the City of Providence

Date: 12 Sept. 2016

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For Local 799, IAFF, AFL-CIO

Date: 12 SEP 2016

TENTATIVE AGREEMENT

Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, 1956, as amended, entitled, "An Act to Provide for Settlement of Dispute Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Department", this Agreement is made and entered into this 17th day of October 2016 ~~28th day of June, 2011~~ by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, (hereinafter referred to as the "Union" or "bargaining unit"). When used in this agreement, the term the "parties" shall mean The CITY OF PROVIDENCE and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I.G.L. § 28-7, et seq. and § 28-9.1, et seq; and

WHEREAS, the parties' negotiations have resulted in this Tentative Amendment which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2017 through June 30, 2022, and thereafter, as provided, and which Tentative Agreement shall result in the Settlement of various ongoing litigation, rights arbitration and interest arbitration; and

WHEREAS, the Collective Bargaining Agreement resulting from this Tentative Agreement shall be expressly subject to ratification by both the Providence City Council and the membership of the Union pursuant to its bylaws; and

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

NOW, therefore, the parties agree as follows:

The document entitled "Collective Bargaining Agreement between the City of Providence, Rhode Island and Local 799 of the International Association of Firefighters,

AFL-CIO, effective from July 1, 2016 through June 30, 2017, along with all prior amendments and revisions, shall be incorporated by reference herein as if fully reproduced. The terms and conditions of this agreement, and of all prior amendments and revisions, shall remain in full force and effect, except as expressly modified herein.

ARTICLE XIII

Section 1 - SALARY FOR THE FIREFIGHTERS

Salaries for all uniformed members of the City of Providence Fire Department shall be as follows:

- Effective 7/01/17 two percent (2.00%)*
- Effective 7/01/18 two and one quarter percent (2.25%)*
- Effective 7/01/19 two and one quarter percent (2.25%)*
- Effective 7/01/20 two and three quarter percent (2.75%)*
- Effective 7/01/21 three and one quarter percent (3.25%)*

*The foregoing base salary increases shall not apply to FF/2's and FF/3's.

Effective July 1, 2017, the rate of pay for a FF/3 shall be eight hundred ten dollars (\$810.00) per week (\$20.25/hr) and a FF/2 shall be nine hundred ten dollars (\$910.00) per week (\$22.75/hr).**

Effective July 1, 2018 the rate of pay for a FF/3 shall be eight hundred twenty dollars (\$820.00) per week (\$20.50/hr) and a FF/2 shall be nine hundred twenty dollars (\$920.00) per week (\$23.00/hr).**

Effective July 1, 2019 the rate of pay for a FF/3 shall be eight hundred thirty dollars (\$830.00) per week (\$20.75/hr) and a FF/2 shall be nine hundred thirty dollars (\$930.00) per week (\$23.25/hr).**

Effective July 1, 2020 the rate of pay for a FF/3 shall be eight hundred forty dollars (\$840.00) per week (\$21.00/hr) and a FF/2 shall be nine hundred forty dollars (\$940.00) per week (\$23.50/hr).**

Effective July 1, 2021, the rate of pay for a FF/3 shall be eight hundred fifty dollars (\$850.00) per week (\$21.25/hr) and a FF/2 shall be nine hundred fifty dollars (\$950.00) per week (\$23.75/hr).**

**The parenthetical references to a rate of pay for a FF/3 and a FF/2 in this section shall be references to the calculation of one-fortieth (1/40th) of such employees' weekly salaries for the purpose of calculating their hourly overtime rate of pay under Article VI, Section 5 of this Agreement.

ARTICLE XIV

Section 1 –HEALTH INSURANCE

H. Effective July 1, 2017, all active members shall contribute \$1347.00 annually to the premium for an individual health insurance plan and \$2726.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2018, all active members shall contribute \$1387.00 annually to the premium for an individual health insurance plan and \$3182.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2019, all active members shall contribute \$1429.00 annually to the premium for an individual health insurance plan and \$3642.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2020, all active members shall contribute \$1530.00 annually to the premium for an individual health insurance plan and \$3899.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2021, all active members shall contribute \$1591.00 annually to the premium for an individual health insurance plan and \$4055.00 annually for a family plan, on a pre-tax basis.

The above annual health insurance premium co-share contribution owed shall be divided into twenty-six (26) equal payments and deducted in each member's bi-weekly paycheck.

Retiree Health Insurance Premium Co-Share Contribution

All members retiring on or after July 1, 2017 shall contribute toward the cost of their health insurance in retirement in an amount equal to one-half (1/2) of the active member annual health insurance premium co-share contribution in effect at the time of the retiree's retirement, family or individual depending upon eligibility requirements. The amount of such retiree's annual health insurance premium co-share contribution shall not change unless a member hired on or

before June 30, 1996 elects and, is eligible, to convert from family health coverage to individual health coverage (or vice versa), or as otherwise provided below.

- For example, if a member who was hired on or before June 30, 1996, retires on January 1, 2020, and that member elects family health coverage in retirement, he/she would pay 50% (or one-half) of \$3642.00, or \$1821.00 annually in retirement.
- As another example, if a member was hired after June 30, 1996, or if a member hired on or before June 30, 1996 elects individual health coverage in retirement, and that member retires on January 1, 2020, he/she would pay 50% (or one-half) of \$1429.00, or \$714.50 annually in retirement.

If a retiree who was hired on or before June 30, 1996 and who retires on or after July 1, 2017 elects and is eligible to convert from family health coverage to individual health coverage (or vice versa) after making the initial election at the commencement of his/her retirement, then the retiree's health insurance premium co-share contribution shall change to an amount equal to one-half (1/2) of the active member health insurance premium co-share contribution in effect at the time of the retiree's retirement for such coverage. For the purposes of the foregoing, if the City is responsible for paying any portion of the costs of health coverage to a retiree and at least one other individual (e.g., spouse, domestic partner), then the retiree will be considered to be receiving family health coverage.

A retiree who was hired after June 30, 1996 and who retires on or after July 1, 2017 shall not be able to convert from individual health coverage to family health coverage, unless the retiree purchases, at the retired employee's expense, spousal coverage at the City's rate, as set forth in Article XIV, Section 1. D of this Agreement. As a result, for retirees who were hired after June

30, 1996 and who retire on or after July 1, 2017, their annual health insurance premium co-share contribution shall not increase during retirement, except as provided in Article XIV, Section 1.D of this Agreement.

When a retiree reaches Medicare eligible age and enrolls in a Medicare supplement plan as provided by the Pension Consent Decree (PC 2012-5190), the retiree's annual health insurance premium co-share contribution shall be reduced by the retiree's Medicare Part B premium payment. Any Medicare Part B premium paid for the retiree's spouse (or domestic partner) shall not be used to reduce the retiree's annual health insurance premium co-share contribution.

- For example, if a retiree's annual health insurance premium co-share contribution is \$1821.00 and the retiree's Medicare Part B premium payment is \$1461.60 annually, then the retiree's annual health insurance premium co-share contribution shall be \$359.40 (or \$1821.00 minus \$1461.60).
- As another example, if a retiree's annual health insurance premium co-share contribution is \$714.50 and the retiree's Medicare Part B premium payment is \$1461.60 annually, then the retiree's annual health insurance premium co-share contribution shall be \$0.00.
- For further examples, see attached *Exhibit A*.

The city shall deduct the amount of the retiree's annual health insurance premium co-share contribution in equal amounts from the retiree's monthly pension payments. Such deduction shall be made pre-tax.

Section 3 - DELTA DENTAL

The City shall furnish Delta Dental Family Plan Benefits Level IV annual coverage for all members of the bargaining unit. The coverage and benefits in effect on July 1, 2016 shall remain in effect until and unless modified by written agreement between the parties.

Effective July 1, 2017, all active members shall contribute \$ 43.16 annually to the premium for an individual Delta Dental co-share plan and \$133.05 annually for a family plan, on a pre-tax basis.

Effective July 1, 2018, all active members shall contribute \$ 44.88 annually to the premium for an individual Delta Dental co-share plan and \$138.37 annually for a family plan, on a pre-tax basis.

Effective July 1, 2019, all active members shall contribute \$ 46.68 annually to the premium for an individual Delta Dental co-share plan and \$143.91 annually for a family plan, on a pre-tax basis.

Effective July 1, 2020, all active members shall contribute \$ 48.54 annually to the premium for an individual Delta Dental co-share plan and \$149.66 annually for a family plan, on a pre-tax basis.

Effective July 1, 2021, all active members shall contribute \$ 50.49 annually to the premium for an individual Delta Dental co-share plan and \$155.65 annually for a family plan, on a pre-tax basis.

The above annual Delta Dental dental insurance premium co-share contribution shall be divided into twenty-six (26) equal payments and deducted in each member's bi-weekly paycheck.

ARTICLE XXX

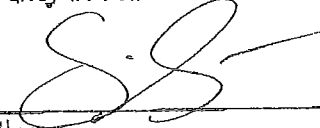
DURATION

This Agreement shall be for the term beginning July 1, ~~2013~~ 2017 and ending June 30, ~~2016~~ 2022. The parties agree that the terms and conditions of this July 1, 2017 to June 30, 2022 Tentative Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

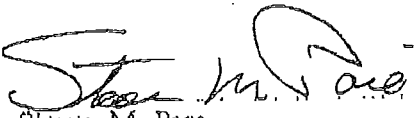
[Intentionally left blank – Signature lines to follow on next page]

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 17th day of OCTOBER, 2016.

For the City of Providence:




Jorgo Elorza
Mayor




Steven M. Paro
Public Safety Commissioner

For the Union:

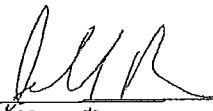


Paul A. Doughty
President, Local 799, IAFF, AFL-CIO



Delek Silva
Vice-President, Local 799, IAFF, AFL-CIO

Approved as to form and correctness



Jeffrey Dana
City Solicitor
Date:

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TENTATIVE AMENDMENT

THIS TENTATIVE AMENDMENT MADE AND ENTERED INTO on this 17th day of October, 2016 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I.G.L. §28-7 *et. seq.* and §28-9.1 *et. seq.*; and have mutually agreed to modify the current 2016 - 2017 Collective Bargaining Agreement pursuant to and in full compliance with all the requirements of Article XXIX, and the current 2016 - 2017 Collective Bargaining Agreement.

WHEREAS, the parties' negotiations have resulted in this Tentative Amendment which shall form the basis for a Collective Bargaining Agreement effective from November 12, 2016 to June 30, 2017, and thereafter as provided, and which Tentative Amendment shall result in settlement of various ongoing litigation and interest arbitration between parties; and

WHEREAS, the Collective Bargaining Agreement resulting from this Tentative Amendment shall be subject to ratification by both the City and Union's authorized ratifying bodies; and

WHEREAS, the parties hereto desire to codify their Tentative Amendment and be bound by the same;

NOW, THEREFORE, the parties agree as follows:

1. This Tentative Amendment shall only be submitted to the City Council for ratification after the City Council has ratified the Tentative Agreement for the July 1, 2017 – June 30, 2022 Collective Bargaining Agreement, a copy of which is attached hereto.

2. The document titled "Collective Bargaining Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2016 to June 30, 2017, and all prior amendments and agreements is herein incorporated by reference as if fully reproduced, and the terms and conditions of the July 1, 2016 to June 30, 2017 Agreement shall continue and remain in effect for the period of November 12, 2016, to June 30, 2017, except as expressly modified herein.

ARTICLE I

Section 1 - RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for, and this agreement shall only apply to, all uniformed employees of the Providence Fire Department, up to and including the Rank of ~~Captain Fire Battalion Chief~~, excepting only the Fire Chief, Assistant Fire Chief, Deputy Assistant Fire Chief and Fire Marshall ~~Fire Battalion Chiefs~~, Fire Equipment Superintendent I, Fire Equipment Superintendent II, and Carpenter Shop Superintendent-for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions; unless, however there exists herein specific language to the contrary.

ARTICLE III

SENIORITY

Seniority of employees shall be computed in each rank from the date of original appointment to that rank.

Employees hired after January 1, 2017 shall serve a one (1) year period probationary period. During this probationary period, the City may terminate a probationary employee with or without cause. The probationary member shall have all rights and privileges provided under this collective bargaining with the sole exception of the right to arbitration in Article XVI, Section 2 in the case of termination. The one (1) year probationary period shall begin with the employee's date of appointment to the Providence Fire Department.

ARTICLE IV

Section 4 - PROMOTIONS

A. Promotion to the rank of Fire Lieutenant, Fire Captain, Fire Prevention/Arson Captain, Fire Battalion Chief, Fire Rescue Lieutenant, Fire Rescue Captain, Person in Charge of the Bureau of Operational Control Captain Dispatcherr, and Lieutenant Dispatcher shall be made on a competitive basis prescribed by the present regulations of the Fire Department. No member of the bargaining unit shall be eligible for promotion to the rank of Fire Rescue Lieutenant except after two (2) years total service within the rescue squad, and the member shall also possess a RI EMT-C certificate license or equivalent. Seniority for members permanently assigned to Rescue shall begin from the date the member was permanently assigned to Rescue. Seniority for members going into a permanent assignment to rescue shall include time from original date of appointment plus time served on details to Rescue, provided, however, that said time served on details for Rescue shall be at least a continuous six (6) month period. No member of the bargaining unit shall be eligible for promotion to Fire Lieutenant except after two (2) years of continuous service within the fire suppression division as a firefighter.

F. The parties agree to continue to use an outside testing firm agreeable to both parties for the purpose of promotional testing. The parties agree that all communications between the city and the outside testing firm shall be in writing whenever the communication is in any way related to a specific departmental promotional test. The bargaining unit President shall be made aware of any communication(s) within forty eight (48) hours of the communication. This shall not include routine communications which may occur from time to time as the city seeks to bid or rebid the outside testing firm.

ARTICLE VI

Section 1 - HOURS

- A. Effective November 12, 2016, the regular calendar workweek (seven (7) consecutive calendar days from 0800 hrs Sunday until the 0800 hrs the following Sunday) for members of the Fire Suppression and Rescue Force shall be an average of forty-two (42) hours. No member shall work for more than thirty-eight (38) hours continuously, due to straight time, call back and/or overtime, unless the Chief of the Department declares an emergency. Any member who has worked thirty-eight (38) hours continuously, due to straight time, call back and/or overtime, shall refrain from work for a minimum of eight (8) hours. This provision shall become effective on January 1, 2001 or sooner by written

agreement between the Chief of Department and the Union President. Effective November 12, 2016, the work period shall consist of an eight (8) day repeating work schedule, and the work schedule shall consist of the following: one (1) ten (10) hour day tour, immediately followed by a fourteen (14) hour night tour; one forty-eight (48) hour period off duty followed by: one (1) ten (10) hour day tour, immediately followed by a fourteen (14) hour night tour; and one (1) ninety-six (96) hour period off duty. At the end of the ninety-six (96) hour off duty period, the regular workweek shall begin again. For purposes of this agreement, this work period and work schedule shall be referred to as the "Boston" schedule.

A day tour shall begin at 0800 hours and shall end at 1800 hours for a total of ten (10) working hours. A night tour shall begin at 1800 hrs and shall end fourteen (14) hours later at 0800 hrs the following morning.

The "Boston" schedule shall remain in effect unless the city provides the bargaining unit thirty (30) days advance written notice before November 1st, 2017, that the "Boston" schedule is having an adverse impact on the efficiency and staffing of the department.

Notwithstanding the above, the city, with proper notice provided herein, has until November 1st, 2017 to unilaterally end the "Boston" schedule. If the city elects to end the "Boston" schedule, the schedule shall revert to the work

period and work schedule under the previous four (4) platoon systems in effect prior to May 1st, 2015. If the city does not elect to end the "Boston" schedule before November 1st, 2017, the "Boston" schedule shall be permanently incorporated into this collective bargaining agreement.

B. The City may, at any time, with a fourteen (14) day written notice, hand delivered to the President of the Union, implement a group (platoon) structure different from the four (4) group (platoon) structure.

After conversion back to the four (4) group (platoon) structure on November 12, 2016, if the City implements a group (platoon) structure different from the four (4) group (platoon) structure, the City shall compensate each affected member one (1) year's salary at the rate of pay of the member at the date of implementation of the change. The City agrees this compensation shall be paid within fourteen (14) days from the date of implementation to the different group (platoon) system.

Section 3 - OVERTIME

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour. Effective November 12, 2016, all hours worked in excess of two (2) scheduled ten (10) hour day tours, and two (2) scheduled fourteen (14) hour night tours, during the eight

(8) day work period as provided in Article VI, Section 1, Paragraph A, shall be compensated for at the overtime rate of pay hereinafter set forth; provided, however, that members of other divisions who normally work shorter tours shall be compensated for hours worked in excess of a normal tour at any overtime rate of pay as hereinafter set forth; provided, that members held overtime for snow removal work or other emergency work (not including firefighting) shall be guaranteed a minimum of one (1) hour's pay, and all overtime worked in excess of one (1) hour shall be compensated in one-half (1/2) hour intervals, and provided further that overtime shall be paid when men/women are held over at a fire already in progress while waiting for relief, and the men/women are held more than one-half (1/2) hour. After conversion back to the four (4) group (platoon) structure on November 12, 2016, in the event the City exercises its management right in Paragraph B above to change the number of groups (platoons), members shall be paid at the overtime rate of pay provided in Section 5 below, for any hours worked in excess of forty-eight (48) hours of scheduled work in any eight (8) day period.

Section 5 - OVERTIME RATE OF PAY

The hourly rate of overtime pay shall be equal to time and one-half of one-fortieth (1/40) of the employee's weekly salary. Overtime will be paid no later than on the payday of the second week following the calendar week in which the overtime is worked. Members assigned to the Bureau of Operational Control shall receive an hourly rate of overtime pay equal to time and one-half of one-thirty-sixth (1/36) of the employee's weekly salary. Overtime will be paid on the payday of the second week following the calendar week in which the overtime is worked.

Section 6 - CALL-BACK

Effective November 12, 2016, ~~June 30, 2014~~, in the event it becomes necessary due to the minimum staffing level falling below ~~ninety-two (92)~~ eighty-eight (88) for the on coming shift to call to duty an off-duty member to replace a member, such call-back shall be on a rank for rank basis. Such callback in the fire suppression companies shall be on a Battalion Chief for Battalion Chief basis, Captain for Captain basis and a Lieutenant for Lieutenant basis. The rank for rank call back described herein shall in no way increase the minimum staffing level of any shift above eighty-eight (88) ~~ninety-two (92)~~ personnel.

Call-back duty in the fire force shall be controlled by the Chief who is on duty when call-back is anticipated. As determined by the Chief that call-back personnel will be required to properly man the on-coming shift, the shift currently on duty will be utilized to perform the assigned call-back. The parties agree to further discuss call back rules in an effort to promote member safety.

All callback worked shall be compensated at the overtime rate of pay as provided herein.

Every six (6) months call-back will be reviewed on TeleStaff ~~the chart in the Chief's office will be matched with overtime sheets and refusal sheets~~. A list will be prepared by the Chief of Department or his designee, in order of seniority of members who have less call-back. This list will be used to equalize call-back.

ARTICLE VII

Section 4 - VACATION SCHEDULE, FIREFIGHTING FORCE

A. A total of fifty-six (56) members, fourteen (14) from each group shall be permitted to be on vacation in any vacation period. Vacations within each group shall be selected in the order of departmental seniority of members within the group, provided, however, that officers in a group shall select their vacation before privates firefighters (FF/1, FF/2, FF/3) and according to departmental seniority in rank in the group; provided further, however, that one (1) rescue Officer and one (1) Battalion Chief from each group shall be permitted to be on vacation in addition to the fifty-six (56) members contained herein.

Section 8 - PAID HOLIDAYS

A. Effective January 1, 2017, the following twelve (12) holidays shall be paid holidays for all members of the Department:

| | |
|-------------------------------|------------------|
| New Year's Day | Easter Sunday |
| Martin Luther King's Birthday | Independence Day |
| Washington's Birthday | Labor Day |
| Memorial Day | Columbus Day |
| Rhode Island Independence Day | Armistice Day |
| V-J Day | Thanksgiving Day |
| | Christmas Day |

ARTICLE VIII

CLOTHING PROVISION

Delete Subparagraph (C) and re-letter remaining subparagraphs effective for FY2017:

~~C. The City agrees to issue one station uniform, except shoes, yearly to all members. A complete station uniform will consist of a shirt, pants and shoes. Members whose station uniform consists of black pants, white shirt and black tie shall be issued the required clothing. Said uniforms are to be issued on July 1st. Notwithstanding anything to the contrary contained in this Article, effective July 1, 2011 the Union agrees to waive, without any limitations or restrictions, the 2011, 2012, 2013, 2014 and 2015 annual clothing issue identified in this Article VIII, Section C for all members of the Union.~~

ARTICLE IX

Section 1 - LEAVE OF ABSENCE

C. Effective January 1, 2017, any member hired after January 1, 2017 shall be permitted to to use leaves of absence under subparagraph H according to this table :

Date of appointment 0 personal days

1 year after appointment 1 personal day

2 years after appointment 2 personal days

3 years after appointment 3 personal days

4 years after appointment 4 personal days

5 years after appointment 5 personal days

6 years after appointment 6 personal days

7 years and thereafter 7 personal days

This table shall in no way whatsoever reduce the accumulation of leave of absence days as provided in Paragraph A or reduce the member's severance pay as provided in Article IX, Section 3.

H. Personal days shall be limited to twenty (20) members per day four and (20) members per night tour. Selection of personal days under this provision shall be on a first come, first serve basis.

Section 4 - COMPENSATORY TIME

Compensatory time may be made available to members of special services who are regularly assigned to work a 40 hour weekday work schedule, only upon written agreement with the Chief of the Department and the President of the Union. However, agreement shall not be unreasonably withheld.

Effective January 1, 2017, or as soon as practicable thereafter, members of the Fire Suppression and Rescue Force, may elect to earn compensatory time in lieu of being paid

overtime. Members shall only be permitted to accrue a maximum of seventy-two (72) hours of compensatory time (i.e., this equates to up to a total of forty-eight (48) hours of overtime, which is banked as up to seventy-two (72) hours of compensation time). Compensatory time shall be accrued at the rate of one and one half hours for every one hour of overtime worked (e.g., forty-eight (48) hours of overtime worked yields seventy-two (72) hours of accrued compensatory time). The City is responsible for the recording of the accrual of compensatory time and the record keeping of its use.

The use of compensatory time shall be restricted in the following manner:

1. Members cannot use their accrued compensatory time if it results in the City making any payment of overtime through callback. The parties agree that the use of compensatory time under such circumstances would unduly disrupt the operations of the Providence Fire Department, and they will jointly commit to advancing this argument in writing in any action involving the use of compensation time after ratification of this Agreement, filed pursuant to the federal Fair Labor Standards Act.
2. If a member utilizes compensatory time and such use results in any payment of overtime, the City shall have the right to discharge the equivalent amount of that member's sick/vacation/or other paid time off (e.g., if a member's use of compensatory time results in the City calling back a member on overtime for ten (10) hours, the City shall have the right to discharge fifteen (15) hours of other paid time off from the member using the compensatory time).
3. If a member is unable to schedule or is denied the use of compensatory time after three

(3) years from the date of accrual, the member shall be paid for the accrued compensatory time at the member's average overtime rate for the last three years of employment or the member's current overtime rate, whichever is higher.

4. The City has absolute discretion to require a member to use all or some of their accrued compensatory time, upon providing the member with twenty-four (24) hours advance notice

5. The City retains the exclusive right to cease the compensatory time program at any time. If the City terminates the program, all accrued compensatory time shall be paid to the member on next payroll after the date of the termination of the program at the member's average overtime rate for the last three years of employment or at the member's current overtime rate, whichever is higher.

6. If the employee separates employment (i.e., dies, termination, retirement, or resignation) all accrued compensatory time shall be paid to the member on the date of separation at the member's average overtime rate for the last three years of employment or the member's current overtime rate, whichever is higher.

ARTICLE X

Section 1 - INJURIES

~~B. In the event that a member of the Fire Department who is injured in the line of duty is assigned to special duty on the ground that he/she cannot perform the duties of his/her permanent assignment (1) objects to an assignment to special duty because of his/her ability to~~

~~perform the duties of his/her permanent assignment or (2) after working on the special assignment without objection, is not returned to his/her permanent assignment upon his/her request, he/she may submit either issue to the grievance procedure provided herein.~~

Section 3 - MEDICAL CARE FOR INJURIES

F. All members shall have an annual physical exam that meets the requirements of NFPA 1582. The exam shall be provided at the City's expense by a physician selected by the Department or by the member's personal physician. In an effort to provide an unbiased medical opinion, and to prevent any potential conflict of interest, the physician selected by the Department to provide the annual physical exam shall be prohibited from serving as the physician selected by the department or as the Fire Department's physician or the neutral physician for the purposes of examinations related to sick leave or IOD as provided in this Article.

Section 4 - LIGHT DUTY

A. Establishment

There shall be established a maximum of ~~twenty (20)~~ twenty-five (25) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is not the City's or the Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined that, pursuant to Sections C and D of Article X, said member is expected to fully recover and return to his/her full firefighting duties or other normal duties.

subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task

B. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training, Carpenter Shop, Air Supply/O² Filling Station, Supply Room or the Department's headquarters; other positions may be utilized within the department by written agreement between the Chief of Department and the President of the bargaining unit. Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician or the neutral physician, under paragraphs C or D of Section 3 of this Article, where appropriate, regarding the eligibility for light duty.

E. Non-Job Related Injuries and Illnesses

Light duty shall also ~~secondly~~ be offered to members who are disabled from performing duties as a member as a result of a non-job related injuries injury or illness. Members with a non-job related injuries or illnesses who are medically certified to be capable of light duty will may request to be assigned to take a light duty assignment if one is available. If requested, the Department may bump shall assign a member with a non-job related injury or illness from to a light duty position. in order to fill that assignment with a member who is capable of light duty work and who is on IOD status. Any member assigned to light duty under this provision, shall not count for purposes of enforcing the limit of twenty-five (25) members, contained in Section 4, Paragraph A herein.

F. Length of Light Duty Assignment

A member shall not be assigned to light duty for a period of longer than ~~twelve (12)~~ eighteen (18) months commencing on the date of his/her assignment to light duty unless otherwise agreed by the President or Vice President of Local 799. A member shall not be assigned to light duty during the first ninety (90) calendar days following the date of his/her injury, and all the time periods for assignment to light duty shall follow this initial ninety (90) day calendar period. Notwithstanding the above ninety (90) day period, if a member's treating physician or the neutral physician finds that the member is able to work light duty sooner than the expiration of the ninety (90) day period, the Department may assign light duty to said member, but in no case will a member be required to work light duty for the first ten (10) calendar days from the date of injury.

ARTICLE XIII

Section 1 - SALARY FOR THE FIREFIGHTERS

Salaries for all uniformed members of the City of Providence Fire Department shall be as follows:

~~Effective 7/01/13 (13-14) 0.00%*~~

~~Effective 7/01/14 (14-15) 0.00%*~~

~~Effective 7/01/15 (15-16) 0.00%*~~

~~*Wage Reopener by MOU~~

Effective 1/1/17 two percent (2.00%)*

*The foregoing base salary increase shall not apply to FF/2's and FF/3's.

~~Retroactive payments will be made in the following manner:~~

~~The City agrees to pay all retroactive monies due from the 1.00% salary increase effective January 1, 2008 and the 2.00% salary increase effective January 1, 2009 in the following manner: 25% due prior to July 31, 2011; 25% due prior to July 31, 2012; And 50% due prior to July 31, 2013.~~

~~All members possessing an RI EMT-C certification license, as long as said member retains his/her certification license, will be given an additional \$50.00 per week, and the same is to be added to the pay grade of said firefighter or fire officer/rescue officer and is to be included in his/her base pay for pension purposes. Effective June 30, 2012, all members possessing an RI EMT-C certification license or equivalent, as long as said member retains his/her certification license or equivalent, shall receive \$75.00 per week, and the same shall be added to the pay grade of said firefighter or any officer and is to be included as part of base pay for pension purposes.~~

~~Effective June 30, 2012, all members possessing an RI EMT-B/I certification license or equivalent, as long as said member retains his/her certification license or equivalent, shall~~

receive an additional \$25.00 per week, and the same shall be added to the pay grade of said firefighter or any officer and is to be included as part of base pay for pension purposes.

The City hereby agrees to provide funding for classes and testing each year for a maximum of 30 members who may request RI EMT-C certification license or equivalent. If more than 30 members request entry into the class and if the City does not provide funding for each member requesting entry then the thirty (30) class positions shall be assigned by seniority basis. All members will be allowed time off from regularly scheduled shifts to attend RI EMT-C certification school and City will provide callback to fill members' position rank for rank.

Effective July 1, 2012, all members shall serve as a Firefighter Grade 3 for a period of thirty-six (36) months from the date of appointment, and subsequently shall serve as a Firefighter Grade 2 for twenty-four (24) months of service in that rank to be elevated to Firefighter Grade 1. Notwithstanding the above paragraph, no member appointed after January 1, 2017 shall be elevated from Firefighter Grade 3 to Firefighter Grade 2 until and unless they have obtained and maintain their RI EMT-C license. If a Grade 3 Firefighter fails to obtain and maintain his/her RI EMT-C license before three (3) years from his date of appointment to the department and subsequently obtains his/her RI EMT-C license, he/she shall be elevated to Firefighter Grade 2. Upon promotion to Firefighter Grade 2, the member shall then be required to serve two (2) years as a Firefighter Grade 2, and he/she shall not be owed any retroactive pay for the delay in his/her promotion to Firefighter Grade 2.

Additionally, if a Grade 3 Firefighter fails to obtain and maintain his/her RI EMT-C license before three (3) years from his/hers date of appointment to the department, the member

shall not be eligible for callback, except for ordered callbacks. The period of callback ineligibility shall continue until the member has successfully obtained his/her RI EMT-C license. No allowance shall be made to make up any callback missed during the period of callback ineligibility.

Lastly, if a Grade 3 Firefighter fails to obtain and maintain his/her RI EMT-C license before three (3) years from his/hers date of appointment to the department, the member shall not be eligible for detail pay, except for ordered details. The period of paid detail ineligibility shall continue until the member has successfully obtained his/her RI EMT-C license. No allowance shall be made to make up any paid details missed during the period of callback ineligibility.

In the event the designation for RI EMT-C is changed by the Rhode Island Department of Health, the parties agree that this designation will change by written agreement of the parties.

ARTICLE XIV

Section 3 - DELTA DENTAL

The City shall furnish Delta Dental Family Plan Benefits Level IV annual coverage for all members of the bargaining unit. The coverage and benefits in effect on July 1, 2016 shall remain in effect until and unless modified by written agreement between the parties.

ARTICLE XIX

MINIMUM MANNING

Effective July 1, 2010, the City agrees to the following minimum apparatus standards: there shall be ~~fourteen (14) engine companies, eight (8) ladder companies, one (1) Special Hazards company and six (6) rescue companies.~~

~~Six (6) engine companies shall be staffed by four (4) members and eight (8) engine companies shall be staffed with three (3) members. Two (2) ladder companies shall be staffed by four (4) members and six (6) ladder companies shall be staffed by three (3) members. Special Hazards shall be staffed with a minimum of four (4) members.~~

~~On or before July 1, 2010 there shall be six (6) rescue companies which shall be staffed with two(2) members.~~

~~The parties agree that consistent with existing practices all companies shall have one (1) Captain and three (3) Lieutenants assigned with one (1) officer assigned on each of the four (4) groups.~~

~~On or before July 1, 2010 Engine 2 and Ladder 4 shall be reduced from a minimum four (4) person company to a minimum three (3) person company. Effective July 1, 2011 Ladder 5 and Ladder 6 shall be reduced from a minimum four (4) person company to a minimum three (3) person company.~~

~~The City agrees that the engine and ladder companies currently staffed with a minimum of four (4) members on July 2, 2011 shall continue to be staffed with a minimum of four (4) members and engine and ladders currently staffed with three (3) shall continue to be staffed with three (3).~~

~~— The City agrees to callback members whenever it is necessary to maintain a minimum staffing level per shift of ninety (90) members.~~

~~— Effective June 30, 2014 the City agrees to staff Rescue 7 with two (2) members and the City agrees to increase the minimum staffing level per shift to ninety two (92) members.~~

~~The City agrees to expend the sum of one hundred thousand (\$100,000.00) dollars each year during the period from October 31 through June 30 to achieve increased staffing on engine and ladder companies by adding a fourth (4th) man/woman to either engine or ladder companies, and the call back, if any, for such additional personnel shall be charged to a separate call back account. No charge shall be made to this account for all call backs occasioned by multiple alarm fires or call backs necessitated for reasons for other than minimum staffing; for example, pumping cellars, snow removal, etc. Notwithstanding the foregoing, effective July 1, 2013 and through and including June 30, 2016 only, the Union agrees, without any limitations or restrictions, that the City can suspend and does not have to comply with the requirement to expend the sum of one hundred thousand (\$100,000.00) dollars during the months of November through June of each year as identified above.~~

MINIMUM STAFFING

Effective November 12, 2016, the parties agree to the following minimum apparatus standards: there shall be twelve (12) engine companies, (Engines 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15); seven (7) ladder companies, (Ladders 1, 2, 3, 5, 6, 7, and 8); one (1) Special Hazards company; seven (7) rescue companies, (Rescues 1, 2, 3, 4, 5, 6, and 7); and four (4) Fire Battalion Chiefs (Battalion 1, 2, 3, and the Safety Battalion) for each of the groups.

There shall be a minimum of six (6) engine companies (Engines 3, 8, 10, 12, 13, and 14) that shall be staffed by a minimum of four (4) members; and a minimum of six (6) engine companies (Engines 2, 6, 7, 9, 11, and 15) that shall be staffed with a minimum of three (3) members. There shall be a minimum of two (2) ladder companies (Ladder 1 and 2) that shall be staffed by a minimum of four (4) members; and a minimum of five (5) ladder companies (Ladder 3, 5, 6, 7, and 8) that shall be staffed by a minimum of three (3) members. There shall be one (1) Special Hazards that shall be staffed with a minimum of four (4) members. There shall be a minimum of seven (7) rescue companies that shall be staffed by two (2) members. There shall be a minimum of four (4) Fire Battalion Chiefs that shall be staffed with a minimum of (1) Fire Battalion Chief.

All Engine, Ladder, Rescue and Special Hazards companies shall have one (1) Captain and three (3) Lieutenants assigned, with one (1) officer assigned on each of the four (4) groups. The parties agree there shall be four (4) Fire Battalion Chief's positions (Battalion 1, 2, 3 and the Safety Battalion Chief) assigned to each of the groups. Battalion 1, 2, and 3 shall each be responsible for a separate non-overlapping geographical area of the city. The safety battalion shall be responsible for the management of all Providence Fire Department health and safety related programs, compliance with NFPA 1500 and shall act as an incident safety officer at all incidents where a safety officer is required or prudent.

The City agrees to callback members whenever it is necessary to maintain a minimum staffing level per shift of (88) eighty-eight members including one (1) Deputy Assistant Chief as Division 1.

The Officers of the Providence Fire Department shall consist of sixteen (16) Fire Battalion Chiefs, twenty (20) Fire Captains, sixty (60) Fire Lieutenants, seven (7) Fire-Rescue Captains, twenty one (21) Fire-Rescue Lieutenants, one (1) Captain of the Bureau of Operational Control, five (5) Fire Dispatcher Lieutenants, one (1) Fire Prevention Captain, one (1) Fire Captain of the Division of Training.

The parties agree that Article XIX in no way restricts the Chief of Department or his designee from adding additional staffing as necessary in his/her judgment due to a fire or an emergency or preparation for a fire or an emergency.

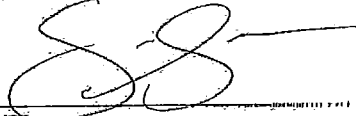
ARTICLE XXX

DURATION

This Agreement shall be for the term beginning November 12, 2016 and ending June 30, ~~2017~~ 2016. The parties agree that the terms and conditions of this November 12, 2016 to June 30, 2017 Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 17th day of OCTOBER, 2016.

For the City of Providence:

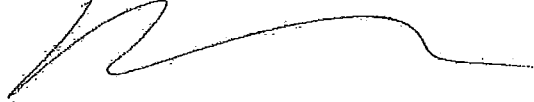


Jorge Elorza
Mayor

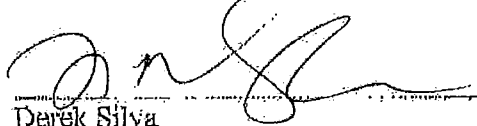


Steven M. Pare
Public Safety Commissioner

For the Union:

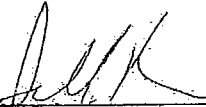


Paul A. Doughty
President, Local 799, IAFF, AFL-CIO



Derek Silva
Vice-President, Local 799, IAFF, AFL-CIO

Approved as to form and correctness



Jeffrey Dana
City Solicitor

Date: OCTOBER 17, 2016

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