

# RESOLUTION OF THE CITY COUNCIL

No. 10

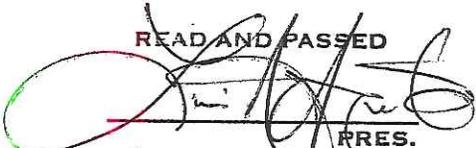
Approved January 12, 2017

RESOLVED, That the accompanying copy of the Tentative Amendment by and between the City of Providence, Rhode Island and I.A.F.F. Local 799 for the period of November 12, 2016 to June 30, 2017, is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL

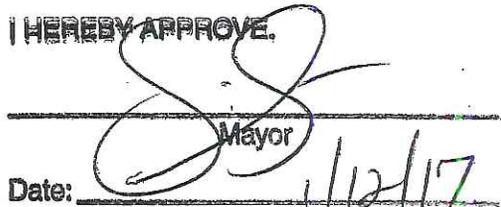
JAN 05 2017

READ AND PASSED

  
PRES.

  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 1/12/17



Mayor of Providence

Jorge O. Elorza

October 24, 2016

HAND-DELIVERED

Honorable Council President  
Luis A. Aponte  
City Council Office  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Re: Tentative Amendment between I.A.F.F. Local 799 and the City of Providence

Dear Council President Aponte:

Enclosed with this correspondence please find a copy of the tentative amendment by and between the City of Providence, Rhode Island and I.A.F.F. Local 799 for the period from November 12, 2016 to June 30, 2017 which was signed on October 17, 2016.

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

Sincerely,

A handwritten signature in black ink, appearing to be "J. Elorza", with a horizontal line extending to the right.

Jorge O. Elorza  
Mayor

Enclosure

City Hall, 25 Dorrance Street, Providence, RI 02903  
Phone (401) 421-7740 Fax (401) 274-8240

**TENTATIVE AMENDMENT**

THIS TENTATIVE AMENDMENT MADE AND ENTERED INTO on this 17<sup>th</sup> 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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     |
| <del>Rhode Island Independence Day</del> | 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 :

<u>Date of appointment</u>	<u>0 personal days</u>
<u>1 year after appointment</u>	<u>1 personal day</u>
<u>2 years after appointment</u>	<u>2 personal days</u>

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 tour 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/O<sup>2</sup> 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~~.<sup>2016</sup> 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 17<sup>th</sup> day of OCTOBER, 2016.

For the City of Providence:

For the Union:

  
\_\_\_\_\_  
Jorge Elorza  
Mayor

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

  
\_\_\_\_\_  
Steven M. Pare  
Public Safety Commissioner

  
\_\_\_\_\_  
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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CITY OF PROVIDENCE



Mayor of Providence

Jorge O. Elorza

September 15, 2016

Ms. Lori Hagen  
City Clerk  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Re: Tentative Agreement between I.A.F.F. Local 799 and the City of Providence

Dear Ms. Hagen:

On September 12, 2016, the Administration and I.A.F.F. Local 799 announced that they had reached a Tentative Agreement on contract amendments which cover FY2017 through FY2022, with certain provisions retroactive to August 2, 2015. These amendments to the July 1, 2016 to June 30, 2017 Tentative Agreement include issues related to minimum staffing, four-platoon schedule, health care, salary, clothing, retiree health care, holidays, compensatory time, and other matters. The Tentative Agreement will shortly be the subject of a vote by the union membership. I hereby submit the attached Tentative Agreement to the Providence City Council for Ratification.

We are requesting that this matter be taken off docket at today's City Council meeting, so that it can be referred to committee and the process of review and oversight can proceed.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Elorza", written over a red horizontal line.

Jorge O. Elorza  
Mayor

City Hall, 25 Dorrance Street, Providence, RI 02903  
Phone (401) 421-7740 Fax (401) 274-8240

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.
  - 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*
  
3. **Health Care** Art. XIV
  - 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):

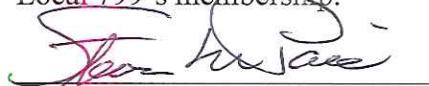
- a. Firefighters can accrue up to a total of 72 hours of compensation time (i.e., 48 hours of overtime banked as compensation time);
- b. Firefighters cannot use their accrued compensation time if it results in the City making any payment of overtime through a callback. The parties will agree in writing 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



## Office of the Internal Auditor

# Memorandum

**To:** Councilman John J. Igliazzi, Chairman Finance Committee  
Finance Committee Members

**CC:** City Council Members; Cyd McKenna, Chief of Staff – City Council;  
James Lombardi, Treasurer/Senior Advisor City Council;

**From:** Matthew M. Clarkin, Jr., Internal Auditor *MMC*

**Date:** November 22, 2016

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Attached you will find my office's financial analysis of the proposed Tentative Agreement and Tentative Amendment (TA) with Local 799, the International Association of Firefighters. Based upon our review of the terms of the TA, it projected that total, net savings will be between a range of \$6.8 to \$9.0 million for the period of fiscal years 2017-2022.

If you have any questions or would like additional information concerning our analysis or the TA in general, please let me know.

## INTRODUCTION

The Administration submitted two fiscal notes with reference to the financial impact of the proposed Tentative Agreement and Tentative Amendment (TA) with Local 799, the International Association of Firefighters. In its revised fiscal note, which was submitted to the City Council's Finance Committee on November 10<sup>th</sup>, the Administration projected that the total, net savings of the proposed Tentative Agreement will be approximately \$20.1 million. Based upon my review of the terms of the Tentative Agreement, it projected that total, net savings will be between a range of \$6.8 to \$9.0 million for the period of fiscal years 2017-2022.

Below is a review of the various items where there is a variance between the Internal Auditor's findings and the Administration's revised fiscal note regarding the cost/savings of the TA.

## STAFFING

### Table of Organization (Projected)

The financial impact of the proposed TA has been calculated using the staffing plan/projections submitted by the Administration in its revised fiscal note, as shown below in Table 1. It is an important note, however, that based upon this staffing plan the fire department will continue to experience large annual expenditures for fire callback. In the attached Appendix 1, one can find a chart that reflects the number of firefighters available per shift based upon the Administration's staffing plan.

<b>Table 1</b>						
<b>Administration's Staffing Plan/Projections: Fiscal Years 2017 - 2022<sup>1</sup></b>						
	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Starting # of Firefighters	340	366	391	446	431	416
Additional FF - January 2017	40					
Additional FF - July 2017		40				
Additional FF - July 2018			70			
Projected # of Retirements <sup>2</sup>	(14)	(15)	(15)	(15)	(15)	(17)
Ending # of Firefighters	366	391	446	431	416	399
<sup>1</sup> Per the Administration's Fiscal Note and Narrative						
<sup>2</sup> Per the testimony of Commissioner Pare on November 10, 2016						

Minimum Manning & Staffing Changes

Projected Savings:

Administration	\$16,410,709
Internal Auditor	\$9,947,759
Variance	<b>(\$6,462,950)</b>

The reduction of minimum manning to 88 from 94 will result in a net of 24 fewer positions (6 per platoon x 4 platoons). When one applies the staffing factor of 1.29 determined recently by MMA Consulting, the fire department will actually avoid hiring 31 positions (24 x 1.29 = 30.96) to meet the new minimum manning requirement. In an attempt to reduce confusion for those comparing our findings to that of the Administration, we employed the identical approach of the Administration and applied the 1.29 staffing factor to the net savings of salary and benefits generated from 24 fewer positions.

The terms of the TA actually results in the reduction of 36 firefighter positions as shown in Table 2 from trucks as a result of the decommissioning of Engine 4, Engine 5, and Ladder 4. The net total of reduced positions, however, is offset by a provision in the TA that calls for the addition of 12 battalion chief positions.

<b>Table 2</b>				
<b>Reduction of Personnel on Apparatus <sup>1</sup></b>				
	<b>Engine 4</b>	<b>Engine 5</b>	<b>Ladder 4</b>	<b>Total</b>
Captain	-1	-1	-1	-3
Lieutenant	-3	-3	-3	-9
Firefighter	-8	-8	-8	-24
	<b>Total Reduction on Apparatus</b>			<b>-36</b>
<b>Additional Personnel Required by TA <sup>2</sup></b>				
Battalion Chief				12
	<b>Total Reduction to Table of Organization</b>			<b>-24</b>
<sup>1</sup> Reduction due to Minimum Manning Reduction to 88				
<sup>2</sup> Currently 4 BC required by contract. The TA increases number of BC to 16				

Our analysis of the staffing changes projects total net savings of \$6.5 million less than shown in the Administration's revised fiscal note. The Administration does account for \$2.6 million of this variance in Section 1(b) "Personnel Realignment Costs" of its revised fiscal note.

### Reasons for Variance (Staffing):

1. Average Salaries of Firefighters: The Administration determined the savings from the reduction of the minimum manning requirement to 88 from 94 based upon the average of salaries of firefighters currently on the apparatus being taken out of service (Engines 4 & 5, and Ladder 4). This approach overstates the savings from this change to minimum manning because the firefighters on the decommissioned apparatus are not being laid off. Instead, these firefighters will simply be moved to other apparatus in the department. Therefore, instead of calculating the savings using the salary of a Firefighter Grade 1 (\$58,472) who also receive longevity payments, the calculation should be based upon savings from the department avoiding the hiring of new firefighters at the entry Grade 3 Level (\$41,600).
2. Health Care – According to the city’s Manager of Employee Benefits, 75% of firefighters currently in the fire department have family health plans. The Administration based its projected savings on health care from 24 fewer firefighters on the assumption that 100% will have family health plans. The assumption that 100% of firefighters will have family plans results in an overstatement of the savings from health care.

For the purposes of our analysis, we determined savings from both health and dental care based upon the current composition of individual (25%) versus family (75%) plans. One could argue that this is a conservative approach based on the fact that new firefighters are likely to be younger and therefore a larger than average percentage are likely to have individual plans. We believe that using the current composition is an appropriate approach.

3. Longevity - The Administration included longevity payments in their savings calculations for the positions Firefighters Grade 1, Lieutenants and Captains who are on the apparatus that will be taken out of service due to the reduction in minimum manning. Because none of the individuals currently assigned to Engines 4, 5 and Ladder 4 will be losing their jobs and new hires are not be eligible for longevity, we did not include longevity into our savings calculation.

New firefighters are eligible for longevity payments on their 5<sup>th</sup> anniversary. Therefore, the Administration’s inclusion of savings from longevity payments is not appropriate.

4. Additional Battalion Chiefs – The Administration did not incorporate the cost associated with hiring an additional 12 Battalion Chief positions in its original fiscal note. In its revised fiscal note, the Administration included a “Personnel Realignment Cost” to include the cost of the additional Battalion Chiefs. The Administration, however, calculated the additional cost using base salary only and did not include fringe benefits or the staffing factor of 1.29. For its savings calculation on the elimination of positions, however, the Administration included fringe benefits and the staffing factor. The result of this approach is the total cost of adding 12 Battalion Chief positions is greatly understated in the Administration’s revised fiscal note.

Elimination of Winter Overtime

Projected Savings:

Administration	\$500,000
Internal Auditor	\$600,000
<b>Variance</b>	<b>\$100,000</b>

In order to properly capture all of the savings associated with the TA, we have included FY2017 in our analysis. Therefore, we have included a 6<sup>th</sup> year of savings from the elimination of Winter Overtime.

Health and Dental Co-Shares:

Projected Savings:

Administration	\$2,612,928
Internal Auditor	\$2,105,192
<b>Variance</b>	<b>(\$507,736)</b>

In order to determine the savings associated with the increase to medical and dental co-shares, one must project the anticipated number of new hires and retirees to arrive at the appropriate Table of Organization for the department. For our analysis, we used the Administration's staffing plan presented in its revised fiscal note (See Table 1). For the purposes of our calculation, we determined savings from both health and dental care based upon the fire department's current composition of individual (25%) versus family (75%) plans as provided to us by the city's Manager of Employee Benefits.

<b>Table 3</b>						
<b>Medical Co-Share Savings</b>						
	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2018-2022</b>
FY2018 Increases	\$127,643	\$127,643	\$127,643	\$127,643	\$127,643	\$638,213
FY2019 Increases		\$131,767	\$131,767	\$131,767	\$131,767	\$527,068
FY2020 Increases			\$158,553	\$158,553	\$158,553	\$475,659
FY2021 Increases				\$93,958	\$93,958	\$187,916
FY2022 Increases					\$54,752	\$54,752
						<b>Total Medical Co-Share Savings</b>
						<b>\$1,883,607</b>

Table 4						
Dental Co-Share Savings						
	2018	2019	2020	2021	2022	2018-2022
FY2018 Increases	\$40,471	\$40,471	\$40,471	\$40,471	\$40,471	\$202,355
FY2019 Increases		\$1,728	\$1,728	\$1,728	\$1,728	\$6,912
FY2020 Increases			\$2,020	\$2,020	\$2,020	\$6,060
FY2021 Increases				\$2,091	\$2,091	\$4,182
FY2022 Increases					\$0	\$0
<b>Total Medical Co-Share Savings</b>						<b>\$219,509</b>

Elimination of 8%, 3-platoon Stipend

Projected Savings:

Administration	\$9,085,425
Internal Auditor	\$0
Variance	<b>(\$9,085,425)</b>

The Administration's in its revised fiscal note included savings of approximately \$9.1 million from the discontinuation of the 8.0% salary stipend that was provided to firefighters as compensation for moving to a 3-platoon structure.

A contractual fiscal note should be a representation of the financial impact of changes to the current contract made in a TA. The 8.0% salary stipend was unilaterally provided by the Administration and is not a part of the current firefighter's contract. Therefore, the savings from the discontinuation of the stipend should not be included in the fiscal note.

The inclusion of the savings from the stipend would represent a comparison of the TA versus how the Administration is currently managing the fire department, rather than a comparison of the TA versus the current contract. Currently, the Administration is managing the department under a 3-platoon structure with a minimum manning requirement of 94 firefighters per shift. The TA calls for a 4-platoon structure with a minimum manning requirement of 88 firefighters per shift. As shown below in Table 5, if one compares the current management of the fire department with the TA, then the cost of hiring an additional 90 firefighters will need to be added to the findings of that fiscal note as well as the savings from the discontinuation of the 8.0% stipend. The cost of an additional 90 firefighters would far outweigh the savings from the salary stipend.

<b>Table 5</b>				
<b>Staffing Requirement: Current versus TA</b>				
	# of Platoons	Manning Per Shift	Total FF Required	Total FF Required (+ SF 1.29)
Currently Structure	3	94	282	364
Tentative Agreement	4	88	352	454
			Variance	90
<sup>1</sup> Includes staffing factor of 1.29 per MMA Consulting				

Salary for Firefighters

Projected Cost:

Administration	\$12,000,100
Internal Auditor	\$9,167,509
Variance	\$2,832,591

Based upon the fire department's current Table of Organization and the Administration's projections for new hires and retirements (See Table 1), it is projected that the across-the-board salary increases included in the TA will cost a total of approximately \$9.2 million between fiscal years 2017-2022.

Firefighter Grade 2 & Grade 3 Rate Change

Projected Savings:

Administration	\$1,783,173
Internal Auditor	\$2,031,988
Variance	\$248,815

Firefighters at a Grade 2 or Grade 3 will receive annual salary increases of \$10 per week for each year of the contract, as opposed to the across-the-board salary increases that will be received by all other grade and rank firefighters. It is projected that department will save approximately \$2.0 million over the period of the Agreement from paying these firefighters an additional \$10 per week rather than the scheduled across-the-board salary percentage increases.

Health Care: Retiree Co-Share Rates

Projected Savings:

Administration	\$524,000
Internal Auditor	\$348,112
Variance	<b>(\$175,888)</b>

The TA calls for firefighters to continue paying medical co-shares during retirement at a rate of 50% of the amount they were paying at the time of their retirement. In order to calculate the savings from this new provision, we utilized the Administration’s staffing plan presented in its revised fiscal note (See Table 1). For the purposes of our calculation, we determined savings from both health and dental care based upon the current composition of individual (25%) versus family (75%) plans as provided to us by the city’s Manager of Employee Benefits.

Retiree Medical Co-Share Savings						
	2018	2019	2020	2021	2022	2018-2022
FY2018 Increases	\$16,774	\$16,774	\$16,774	\$16,774	\$16,774	\$83,870
FY2019 Increases		\$22,858	\$22,858	\$22,858	\$22,858	\$91,432
FY2020 Increases			\$27,293	\$27,293	\$27,293	\$81,879
FY2021 Increases				\$29,149	\$29,149	\$58,298
FY2022 Increases					\$32,633	\$32,633
						<b>Total Medical Co-Share Savings \$348,112</b>

Item H Proposal for New Hires

Projected Savings:

	Range	
Administration	\$1,205,558	\$1,205,558
Internal Auditor	\$0	\$1,100,913
Variance	<b>(\$1,205,558)</b>	<b>(\$104,645)</b>

The number of sick days provided to new firefighters will not be reduced per the terms of the TA. Each newly hired firefighter will still receive 15 sick days per year. The number of “Item H” days, which are sick days that can be utilized as personal days, is reduced via the terms of the TA. The Administration’s projected savings from the reduction of Item H days is based upon an assumption that firefighters will not use any of the sick days that are no longer eligible for consideration as personal days. The Administration’s assumption maximizes the total savings the department will realize from the reduction to Item H days.

Because this is a new provision and such there is no data available to determine how many of the non-Item H sick days firefighters will actually utilize, we have provided a range of zero savings to the maximum savings of \$1,100,913.

Elimination of Rhode Island Independence Day

Projected Savings:

Administration	\$569,874
Internal Auditor	\$653,914
Variance	\$84,040

Based upon the Administration's staffing plan presented in its revised fiscal note (See Table 1), it is projected that the elimination of Rhode Island Independence Day as a paid holiday will save the department approximately \$559,000 for the period of fiscal year 2017 through 2022.

Compensatory Time

Projected Savings:	Range	
Administration	\$1,618,640	\$1,618,640
Internal Auditor	\$0	\$1,051,236
Variance	<b>(\$1,618,640)</b>	<b>(\$567,404)</b>

Firefighters have the option of earning up to a maximum of 72 hours (48 hours at 1.5x) of overtime as compensatory time. The TA states that firefighters must be paid earned compensatory time within three years of earning the time or upon separation from the City. The department will experience a reduction of its expenditure on fire callback when firefighters earn compensatory time. However, because the Administration's staffing projections (See Table 1) will keep the department below the level that will allow for firefighters to utilize their compensatory time and thus firefighters will be paid under the 36 month deadline, it is projected that the department will not realize any true savings from this new provision.

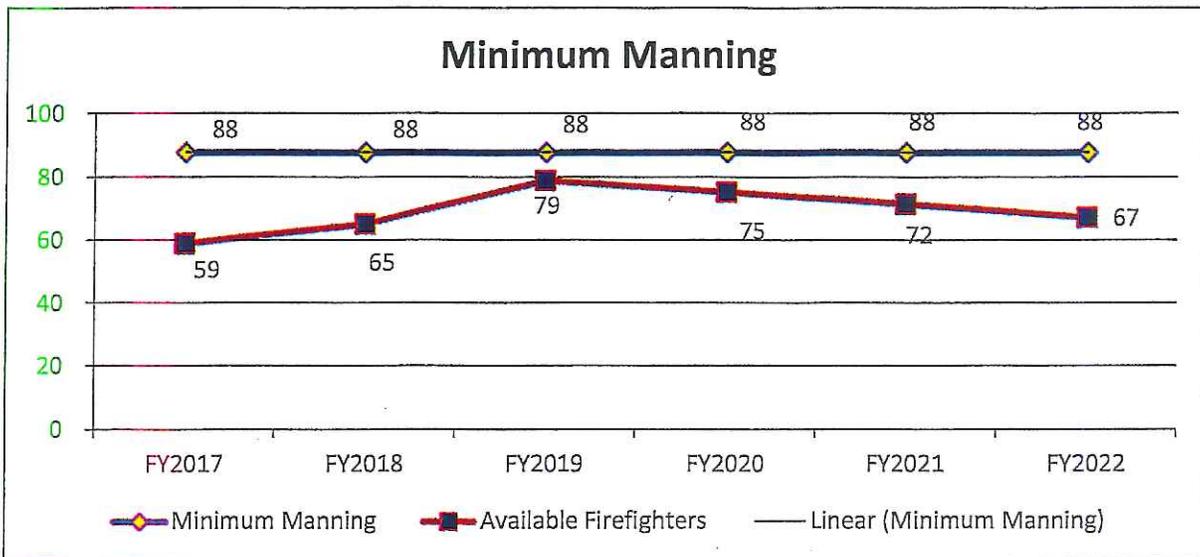
Should the Administration adjust its staffing plan so firefighters can utilize compensatory hours earned without creating a callback situation, it is estimated that this provision could result in as much as approximately \$1.05 million in savings between fiscal years 2017-2022. It is unlikely that the available savings will be realized between fiscal years 2017-2022, but this is the result of the department being understaffed, not the terms of the TA. Therefore, we have included a range for the savings associated with the compensatory time provision.

LOCAL 799 IAFF FY2017 - FY2022 CONTRACT FISCAL NOTE COMPARISON

Description	Administration 11/10/2016	Auditor's Range FY2017 - FY2022
Minimum Staffing - Reduction of minimum manning from 94 to 88	16,410,709	9,947,759
Personnel Realignment Costs Due to Staffing Restructure	(2,552,207)	0
Minimum Staffing - Elimination of Winter Overtime	500,000	600,000
Healthcare - Medical CoShares	2,402,928	1,883,607
Healthcare - Dental CoShares	210,000	221,585
Salary for Firefighters		
Effective Jan 1, 2017 (2.00%)		(1,834,116)
Effective July 1, 2017 (2.00%)	(4,991,160)	(1,998,663)
Effective July 1, 2018 (2.25%)	(2,609,752)	(1,950,991)
Effective July 1, 2019 (2.25%)	(1,933,899)	(1,532,065)
Effective July 1, 2020 (2.75%)	(1,555,106)	(1,185,008)
Effective July 1, 2021 (3.25%)	(910,183)	(666,665)
<b>Total Salaries</b>	<b>(12,000,100)</b>	<b>(9,167,509)</b>
Elimination of 8% Over Base Salary	9,085,425	0
Salary for Firefighters - FF2 & FF3	1,783,173	2,031,988
Clothing Provision	319,175	319,175
Retiree Health Care	524,000	348,112
Item H Proposal - for New Hires	1,205,558	0 - 1,100,913
Holidays - Elimination of RI Independence Day	569,874	653,914
Compensation Time (Effective 1/1/17)	1,618,640	0 - 1,051,236
<b>Total Savings (Costs)</b>	<b>20,077,175</b>	<b>6,838,631 - 8,990,780</b>

Appendix 1.

Administration's Staffing Plan/Projections: Fiscal Years 2017 - 2022



	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Current Table of Organization	340	366	391	446	431	416
Retirements	(14)	(13)	(10)	(8)	(2)	(1)
Mandatory Retirement	0	(2)	(5)	(7)	(13)	(16)
New Firefighters	40	40	70	0	0	0
Total at fiscal year end:	366	391	446	431	416	399
Non Minimum Manning	25	25	25	25	25	25
	341	366	421	406	391	374
Staffing per platoon (4)	85	92	105	102	98	94
<b>Minimum manning level</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>	<b>88</b>
Above (below) minimum manning	(3)	4	17	14	10	6
Vacation (Average)	(8)	(8)	(8)	(8)	(8)	(8)
Sick (Average)	(3)	(3)	(3)	(3)	(3)	(3)
Personal (Average)	(3)	(3)	(3)	(3)	(3)	(3)
IOD (based on 32)	(8)	(8)	(8)	(8)	(8)	(8)
Assigned to FPB	(4)	(4)	(4)	(4)	(4)	(4)
Per Shift/4 Platoons	59	65	79	75	72	67

\*Number of retirements and new firefighters are based upon the Administration's staffing plan.

\*Absences are based upon projections by the Office of the Internal Auditor using historical data under a four-platoon structure.

Appendix 2.

PERSONNEL CHANGES (PER POSITION)

	2017	2018	2019	2020	2021	2022
8 FFs						
Salary	\$41,600	\$42,120	\$42,640	\$43,160	\$48,880	\$49,400
Certs	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420
Holiday	\$2,257	\$2,282	\$2,308	\$2,333	\$2,614	\$2,639
FICA (1.45%)	\$700	\$708	\$716	\$724	\$811	\$819
Pension (11.25%)	\$5,177	\$5,236	\$5,294	\$5,353	\$5,996	\$6,055
Medical	\$14,130	\$14,130	\$14,695	\$15,282	\$15,894	\$16,530
Co-Share	<b>(\$2,367)</b>	<b>(\$2,367)</b>	<b>(\$2,695)</b>	<b>(\$3,042)</b>	<b>(\$3,257)</b>	<b>(\$3,387)</b>
Dental	\$1,063	\$1,063	\$1,095	\$1,128	\$1,162	\$1,197
Dental Co Share	<b>(\$109)</b>	<b>(\$109)</b>	<b>(\$113)</b>	<b>(\$118)</b>	<b>(\$122)</b>	<b>(\$127)</b>
Clothing	\$0	\$0	\$800	\$800	\$800	\$800
Staffing Factor	\$66,871	\$67,483	\$69,159	\$70,041	\$77,197	\$78,345
	1.29	1.29	1.29	1.29	1.29	1.29
	\$86,264	\$87,053	\$89,215	\$90,352	\$99,585	\$101,065
	<b>-8</b>	<b>-8</b>	<b>-8</b>	<b>-8</b>	<b>-8</b>	<b>-8</b>
(6 months for 2017)	<b>(\$345,056)</b>	<b>(\$696,427)</b>	<b>(\$713,723)</b>	<b>(\$722,819)</b>	<b>(\$796,676)</b>	<b>(\$808,517)</b>
						<b>(\$4,083,219)</b>

	2017	2018	2019	2020	2021	2022
1 Captains						
Salary	\$71,658	\$73,091	\$74,736	\$76,417	\$78,519	\$81,070
Certs	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420
Holiday	\$3,731	\$3,801	\$3,882	\$3,964	\$4,067	\$4,192
FICA (1.45%)	\$1,157	\$1,179	\$1,204	\$1,230	\$1,262	\$1,300
Pension (11.25%)	\$8,559	\$8,720	\$8,905	\$9,094	\$9,331	\$9,618
Medical	\$14,130	\$14,130	\$14,695	\$15,282	\$15,894	\$16,530
Co-Share	<b>(\$2,367)</b>	<b>(\$2,367)</b>	<b>(\$2,695)</b>	<b>(\$3,042)</b>	<b>(\$3,257)</b>	<b>(\$3,387)</b>
Dental	\$1,063	\$1,063	\$1,095	\$1,128	\$1,162	\$1,197
Dental Co Share	<b>(\$109)</b>	<b>(\$109)</b>	<b>(\$113)</b>	<b>(\$118)</b>	<b>(\$122)</b>	<b>(\$127)</b>
Clothing	\$800	\$800	\$800	\$800	\$800	\$800
Staffing Factor	\$103,042	\$104,728	\$106,928	\$109,176	\$112,074	\$115,613
	1.29	1.29	1.29	1.29	1.29	1.29
	\$132,924	\$135,100	\$137,937	\$140,837	\$144,576	\$149,141
	<b>-1</b>	<b>-1</b>	<b>-1</b>	<b>-1</b>	<b>-1</b>	<b>-1</b>
(6 months for 2017)	<b>(\$66,462)</b>	<b>(\$135,100)</b>	<b>(\$137,937)</b>	<b>(\$140,837)</b>	<b>(\$144,576)</b>	<b>(\$149,141)</b>
						<b>(\$774,052)</b>

	2017	2018	2019	2020	2021	2022
9 Lieutenants						
Salary	\$65,684	\$66,998	\$68,505	\$70,047	\$71,973	\$74,312
Certs	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420
Holiday	\$3,438	\$3,502	\$3,576	\$3,652	\$3,746	\$3,861
FICA (1.45%)	\$1,066	\$1,086	\$1,109	\$1,133	\$1,162	\$1,198
Pension (11.25%)	\$7,887	\$8,035	\$8,204	\$8,378	\$8,594	\$8,857
Medical	\$14,130	\$14,130	\$14,695	\$15,282	\$15,894	\$16,530
Co-Share	<b>(\$2,367)</b>	<b>(\$2,367)</b>	<b>(\$2,695)</b>	<b>(\$3,042)</b>	<b>(\$3,257)</b>	<b>(\$3,387)</b>
Dental	\$1,063	\$1,063	\$1,095	\$1,128	\$1,162	\$1,197
Dental Co Share	<b>(\$109)</b>	<b>(\$109)</b>	<b>(\$113)</b>	<b>(\$118)</b>	<b>(\$122)</b>	<b>(\$127)</b>
Clothing	\$800	\$800	\$800	\$800	\$800	\$800
Staffing Factor	\$96,012	\$97,558	\$99,596	\$101,680	\$104,372	\$107,660
	1.29	1.29	1.29	1.29	1.29	1.29
	\$123,856	\$125,850	\$128,479	\$131,167	\$134,640	\$138,882
	<b>-3</b>	<b>-3</b>	<b>-3</b>	<b>-3</b>	<b>-3</b>	<b>-3</b>
(6 months for 2017)	<b>(\$185,784)</b>	<b>(\$377,551)</b>	<b>(\$385,438)</b>	<b>(\$393,500)</b>	<b>(\$403,920)</b>	<b>(\$416,645)</b>
						<b>(\$2,162,838)</b>

Total Savings from One - 3 Man Apparatus **(\$7,020,109)**  
Three pieces of apparatuses being decommissioned (E4, E5, I4) 3  
Total Savings **(\$21,060,326)**

**Cost of Recommissioning B1, B2 and Safety Battalion Chief**

	2017	2018	2019	2020	2021	2022
Salary	\$88,755	\$90,530	\$92,567	\$94,650	\$97,253	\$100,413
Certs	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420
Holiday	\$4,569	\$4,656	\$4,756	\$4,858	\$4,986	\$5,141
FICA (1.45%)	\$1,417	\$1,444	\$1,475	\$1,507	\$1,547	\$1,595
Pension (11.25%)	\$10,482	\$10,682	\$10,911	\$11,145	\$11,438	\$11,794
Medical	\$14,130	\$14,130	\$14,695	\$15,282	\$15,894	\$16,530
Co-Share	<b>(\$2,367)</b>	<b>(\$2,367)</b>	<b>(\$2,695)</b>	<b>(\$3,042)</b>	<b>(\$3,257)</b>	<b>(\$3,387)</b>
Dental	\$1,063	\$1,063	\$1,095	\$1,128	\$1,162	\$1,197
Dental Co Share	<b>(\$109)</b>	<b>(\$109)</b>	<b>(\$113)</b>	<b>(\$118)</b>	<b>(\$122)</b>	<b>(\$127)</b>
Clothing	\$800	\$800	\$800	\$800	\$800	\$800
	\$123,161	\$125,250	\$127,911	\$130,631	\$134,120	\$138,375
Staffing Factor	1.29	1.29	1.29	1.29	1.29	1.29
	\$158,878	\$161,572	\$165,005	\$168,514	\$173,014	\$178,503
	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>
(6 months for 2017)	953,266	\$1,938,865	\$1,980,058	\$2,022,169	\$2,076,173	\$2,142,038
<b>Total Savings by Year</b>	<b>(\$838,639)</b>	<b>(\$1,688,368)</b>	<b>(\$1,731,236)</b>	<b>(\$1,749,299)</b>	<b>(\$1,959,345)</b>	<b>(\$1,980,871)</b>
						<b>(\$9,947,759)</b>