

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

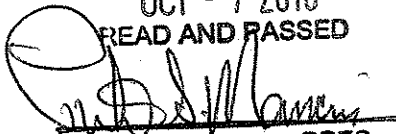
RESOLUTION OF THE CITY COUNCIL


No. 292

Approved October 13, 2010

Resolution, Together with accompanying copy of Tentative Agreement for the period of July 1, 2010 to June 30, 2013, by and between the Local 799, International Association of Firefighters, AFL-CIO and the City of Providence.

IN CITY COUNCIL
OCT - 7 2010
READ AND PASSED


PRES.


CLERK

APPROVED



MAYOR

10/13/10



Mayor of Providence

David N. Cicilline

August 20, 2010

The Honorable Peter S. Mancini
President, Providence City Council
c/o City Clerk
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear President Mancini,

This letter serves to hereby withdraw the current Tentative Agreement with the International Association of Firefighters Local 799 covering the period July 1, 2010 – June 30, 2013, originally submitted to the Council on April 9, 2010.

Enclosed please find a new signed Tentative Agreement for the same period, which is hereby submitted to the Council for ratification. Also enclosed is the mutually agreed upon schedule for accomplishing the ratification of this agreement and resolution of the equity ordinance.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Cicilline", with a long horizontal flourish extending to the right.

David N. Cicilline
Mayor

Enclosures

City of Providence, Rhode Island 02903
Phone (401) 421-7740 Fax (401) 274-8240



Finance Department

David N. Cicilline, Mayor | Bruce T. Miller, Finance Director

August 19, 2010

Councilman John Igliazzi,
Chairman, Committee on Finance
C/O City Clerk's Office
Providence City Hall
Providence, R.I. 02903

Dear Chairman Igliazzi:

Before you for consideration is a change in the proposed 799 TA. The only change is relative to the treatment of compounding for new hires. Effective with this agreement, new hires will have simple versus compounded adjustments. This change only effects new hires, therefore current employees will not be affected.

According to Mr. Sherman from Buck Consultants, there will no budgetary impact/savings in the initial years of this change. However, as current employees who receive compounding adjustments role off the City's pension plan and are replaced by employees with simple adjustments, the City will begin to realize savings. These savings will escalate in future years as more employees are replaced. Consequently, when all the employees who receive compounded adjustments are off the City's Pension system, the savings will equate to about 3.6% of the pension cost.

Should you need additional information, please let me know.

Respectfully,

Bruce T. Miller

PROVIDENCE THE CREATIVE CAPITAL

25 Dorrance Street Providence, Rhode Island 02903 | 401 421 7740 OFFICE

www.providenceri.com

July 1, 2010 – June 30, 2013

TENTATIVE AGREEMENT

Between the

Local 799, International Association
of Firefighters, AFL-CIO

and the

City of Providence

TENTATIVE AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this _____ day of _____, 2010 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.;

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2010 to June 30, 2013, and thereafter as provided, and which Tentative Agreement shall result in settlement of various ongoing litigation and interest arbitration between parties;

WHEREAS, the Collective Bargaining Agreement resulting from this Tentative Agreement 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 Agreement and be bound by the same.

THEREFORE, the parties agree as follows:

1. Article XVII Section 1 – Vacations

A. The parties agree to amend Section 1 as follows: beginning January 1, 2011, vacation time allowance and usage for all members shall be reduced by four (4) days in calendar year 2011 only. Members shall not be allowed to use additional vacation time, which may have been accumulated, in their vacation bank in the calendar year 2011.

B. Effective July 1, 2010, vacation time for Firefighter Grade 3 and Fighter Grade 2 shall be reduced by four (4) days in each calendar year.

2. Article VII, Section 8 - Holidays

A. The parties agree that the 2011, 2012, and 2013 Rhode Island Independence Day Holiday payment shall be held in a bank to be paid out at the time of separation from City service.

B. Effective July 1, 2012 holiday pay shall be compensated at a rate of pay of 8.5 hours per holiday.

3. Article VIII Clothing Provision

A. The Union hereby agrees to waive without any limitations or restrictions the 2011 and 2012 annual clothing issue to members of the Union.

B. Effective June 30, 2013, the clothing maintenance allowance for all members of the Department shall be Eight Hundred Dollars (\$800.00).

4. Article IX, Section 3 - Attendance Bonus

The parties agree to delete this section.

5. Article XIII Section 1 – Salary for the Firefighters

A. The following Salary Increases shall be implemented for all members of the bargaining unit:

1. Effective 6/30/11 (10-11) 3.00%
2. Effective 7/1/11 (11-12) 0.00%*
3. Effective 7/1/12 (12-13) 0.00%*

* Wage Reopener

B. Retroactive compensation to be paid as follows:

The City agrees to pay the remaining retroactive monies (i.e. overtime, longevity, callback, - etc.) excluding detail retroactive monies, due from interest arbitration awards AAA 11 390 02600 06 Contract Year 2005-06 and AAA 11 390 02701 06 Contract Year 2006-07 prior to July 31, 2010. The parties agree that when this payment is made all health co-payments due the City per the tentative agreement for Fiscal Year 2011 (July 1, 2010 through June 30, 2011) equivalent to \$780 per year for individual coverage and \$1,560 per year for family coverage shall be deducted from the overtime, longevity, callback retroactive payments due to individuals.

The City agrees to pay the Detail portion of retroactive monies due from interest arbitration awards AAA 11 390 02600 06 Contract Year 2005-06 and AAA 11 390 02701 06 Contract Year 2006-07 prior to July 31, 2011.

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 prior to November 30, 2011. The parties agree that when this payment is made all health co-payments due the City per the tentative agreement for Fiscal Year 2012 (July 1, 2011 through June 30, 2012) equivalent to \$858 per year for individual coverage and \$1,716 per year for family coverage shall be deducted from the retroactive payments due to individuals.

C. Effective June 30, 2012, all members possessing an EMT-C certification, as long as said member retains his/her certification, 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 EMT-B/I certification, as long as said member retains his/her certification, 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.

D. All members shall serve as a Firefighter Grade 3 for a period of twelve (12) months from the date of appointment, and subsequently shall serve as a Firefighter Grade 2 for twelve (12) months of service in that rank to be elevated to Grade 1 Firefighter.

6. Article XIII Section 2 - Bi-Weekly Payroll

Effective July 1, 2010, the City shall institute bi-weekly payroll

7. Article XIII Section 3 – Longevity Supplement

The longevity supplement shall be calculated at 11% of the annual salary for members hired on or after July 1, 1996, with 20 years or more of service.

8. Article XIV Section 1 – Health Insurance

A. Effective July 1, 2010, active firefighters shall contribute \$780.00 annually to the premium for an individual health insurance plan and \$1,560 annually for a family plan, on a pre-tax basis.

Effective July 1, 2011, active firefighters shall contribute \$858.00 annually to the premium for an individual health insurance plan and \$1,716.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2012, active firefighters shall contribute \$936.00 annually to the premium for an individual health insurance plan and \$1,872.00 annually for a family plan, on a pre-tax basis.

B. The parties agree to implement mandatory step therapy for prescription drugs.

C. The parties agree that all maintenance drugs must be attained through mail order.

9. Article XVIII Section 2 – Fire Prevention Bureau

The parties agree to eliminate the following positions: four (4) fire prevention plan reviewers and juvenile fire-setter coordinator when said positions become vacant.

10. Article XIX Minimum Manning

A. The union hereby agrees to suspend without any limitations or restrictions, the requirement through June 30, 2013, that the City expend the sum of one hundred thousand (\$100,000.00) dollars during the month of November through June of each year.

B. The City hereby agrees to add one (1) additional rescue to service on or before January 1, 2012 and the minimum manning compliment shall be ninety-four (94).

11. Article XXV

The City agrees to provide 3% non-compounded cost of living adjustment (COLA) for members hired on or after July 1, 2010.

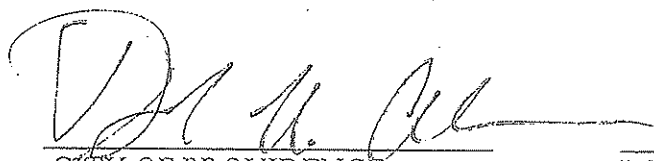
12. Article XXVII

The parties agree to delete the Legal Service Fund.

13. Article XXVIII Employees Assistance Program Trust Fund

Effective July 1, 2010, the City shall contribute funds of thirty thousand dollars (\$30,000) per year to the Union's Employees Assistance Program Trust Fund.

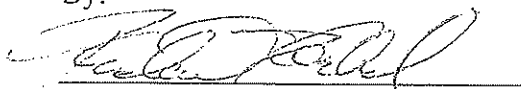
WHEREFORE, the parties hereto, having read the forgoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 19th day of August, 2010.



CITY OF PROVIDENCE

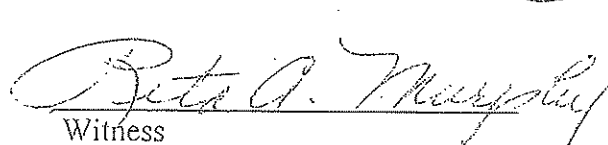

LOCAL 799, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
AFL-CIO

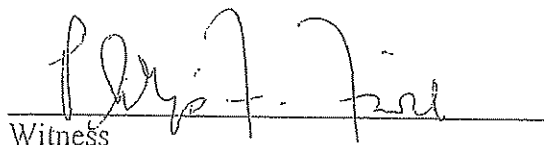
By:

By:


Witness


Witness


Witness


Witness

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 ____ day of ____, 2010 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").

PREAMBLE

The Union acknowledges and recognizes that the City has in the past years embarked on a systematic program to raise the level of fire protection in the City of Providence by the periodic purchase of new fire department vehicles, apparatus and equipment and by the rebuilding and refurbishing of current equipment and fire department facilities. The Union recognizes and acknowledges that at times this systematic program has put a temporary strain on existing fire department equipment and apparatus, and as a consequence, has caused the City to borrow equipment from surrounding communities in order to maintain its full level of fire effectiveness. The Union endorses what the City has done in this respect and endorses completely the City's plans to purchase new engines and ladder trucks and also new safety equipment.

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, excepting only the Fire Chief, Assistant Fire Chiefs, Deputy Assistant Fire Chief, Fire Battalion Chiefs, Fire Marshall, 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.

The City shall not enter for the life of this agreement into subcontracts for the performance of work, where the work has been previously performed by a member of the bargaining unit.

The rights of the City and the rights of the employees of the Fire Department under this agreement and under the Firefighters Arbitration Act and State Labor Relations Act shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions arising under this agreement.

Section 2 - UNION SECURITY

The City agrees not to discharge or discriminate in any way against employees covered by the Agreement for Union membership, activities or employment, and shall permit the use of bulletin boards in the fire station for the posting of notices concerning Union business and activities.

There shall be no discrimination against any member by reason of race, color, creed, sex, national origin, or sexual orientation or union membership.

The city and the union affirm joint opposition to any such discriminatory practices in connection with the employment, promotion, or training, remembering that the public interest

remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex, or national origin or sexual orientation.

No employee covered by this agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or union activities

The City and the Union recognize that this is an agency shop agreement and in accordance with such, it is understood that each employee who is a member of the bargaining unit herein above-defined, but who is not a member of the Union, shall be liable to contribute to the said Union as representation costs, an amount equivalent to such dues that are from time to time authorized, levied, and collected from the general membership of said Union. The City agrees to deduct the above amounts from the earnings of each of said employees so covered by this Agreement in accordance with Section 3 hereafter.

Section 3 - DUES DEDUCTED

The City shall, at no expense to the Union, deduct Union dues weekly upon receipt of authorization from members of Local 799 who sign lawful deduction form cards to be supplied by the Local, and members must continue to pay dues for the duration of this contract. Authorization of dues deduction by a member of the Union may be revoked by thirty (30) days' notice, in writing, to the City Controller and to the Secretary-Treasurer of the Union such deductions in each month following the month of deduction. Dues deducted shall be forwarded by the City to the Secretary-Treasurer of the Union.

The Union agrees to indemnify the City and hold it harmless for any and all claims, liabilities, and costs incurred by the City as a result of the City's compliance with Section 2 and/or 3 of this Article, provided that this indemnification by the Union shall not apply in the event of the City's noncompliance with Section 2 and/or 3 of this Article.

Section 4 - NEGOTIATIONS

All employees covered by this Agreement who are officers of Local 799 or who are appointed by Local 799 as members of that committee's collective bargaining negotiating team (said negotiating team not to exceed ten (10) in number) shall be allowed time off for official Union business in negotiations or conferences with the City Administration, Commissioner of Public Safety and/or Chief of the Department, with pay, and without the requirements to make up said time; except that this provision for time off, with pay, shall not apply to more than three (3) members at one time.

Section 5 - UNION ACTIVITIES

Elected Union Officials, President, Vice-President, Secretary-Treasurer, and six (6) Executive Board Members (including a Health and Safety Representative) who are on duty shall be granted time off with pay to attend: (a) all scheduled Local Union meetings; (b) as delegates, not to exceed four (4) in number, the IAFF, AFL-CIO, RI State Association of Firefighters, conventions, conferences and seminars; (c) not to exceed two (2) in number for attendance at any five (5) other conventions, conferences and seminars. The above referenced convention, conference and seminar costs shall be assumed by the City not to exceed Ten Thousand dollars (\$10,000) during each contract year. In addition to the above, after notification to the Chief of the Department (or his designee), the President, Vice President, and/or Secretary-Treasurer of the Union shall be permitted time off for Union business. The Chief of the Department may deny such time off in case of emergency. No elected Union official may be involuntarily transferred from one group to another during his/her term of office.

ARTICLE II

MANAGEMENT RIGHTS

The City retains all rights and responsibilities granted by law to manage, control and direct its Fire Department except as specifically abridged herein by the provisions of this Agreement.

The City shall retain the right to issue, after forty-eight (48) hours written notice to the President, Vice-President or Secretary-Treasurer of the Union, through the Chief of the Department, Rules, Regulations and General Orders covering the internal conduct affecting personnel and general personnel procedures of the Fire Department. Union officials will be permitted to meet with the Commissioner of Public Safety or the Chief of the Department, and they will make themselves available, in such forty-eight (48) hour period, to discuss the changes affecting personnel or general personnel procedures by the Rules, Regulation or General Order for which notice was given. If agreement cannot be reached between the Union officials and the Department officials, the dispute will be subject to the grievance procedure up to, but excluding, the arbitration step, except in the case of a violation of the forty-eight (48) hour notice provided herein, or in the event that the proposed Rule, Regulation or General Order violates a specific provision of this Agreement, then a resort to arbitration shall be permitted.

ARTICLE III

SENIORITY

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

ARTICLE IV

Section 1 - VACANCIES

A. The Department shall continue to anticipate and plan for the filling of vacancies in the rank of firefighter, as now covered by ordinance and department orders, and shall maintain a pool of recruits to fill these vacancies within seven (7) days.

B. The Department shall have a promotional list available at all times. Members of the promotional list shall be promoted within seven (7) days after the occurrence of a vacancy.

C. A vacancy shall exist when a member is promoted, resigns, retires, dies, or is terminated, or is voluntarily or involuntarily transferred.

D. A vacancy occurs the day a member is removed from the payroll.

Section 2 - BID SYSTEM

A. Bids for vacancies shall be classified as primary, secondary, third, fourth and fifth bids. Primary bids will be awarded for vacancies created by Article IV, Section 1-C. Secondary bids shall be awarded for vacancies created by awarding of primary bids. Third bids shall be awarded for vacancies created by awarding of secondary bids. Fourth bids shall be awarded for vacancies created by awarding of third bids. Fifth bids shall be awarded for vacancies created by awarding of fourth bids. There shall be no bidding for vacancies created by awarding of fifth

bids. Notwithstanding the above, no more than four (4) men/women (1 officer and three (3) men/women) shall be assigned under this bid system to each fire company.

B. When a vacancy occurs in a company, it shall be filled by bidding according to seniority in rank. Notice of the vacancy shall be given to all fire companies and special service units to be posted on bulletin boards the day after the vacancy exists. Members who wish to bid for such vacancies shall make such requests by submitting a Providence Fire Department Bid Form within fourteen (14) days after said notice is posted.

C. Any member who is awarded a primary, secondary, third, fourth or fifth bid shall be assigned to that spot within seven (7) days after his/her selection as the successful bidder. Any member who is awarded a bid spot may not bid on another vacancy for a period of two (2) years.

D. No member who is awarded a bid spot may be involuntarily transferred for a period of two (2) years. All vacancies created by a voluntary transfer shall be subject to Article IV, Section 2A.

E. Any member involuntarily transferred will be given the reason and the factual basis for his/her transfer, and said transfer shall be subject to the grievance procedure.

F. ~~This system shall not apply to chiefs aides except that a vacancy created by the appointment of a chief's aide shall be considered a secondary bid, followed by a third bid, followed by a fourth bid, followed by a fifth bid.~~ This system shall apply to the special services positions of person in charge of air supply/O² Filling Station (captain's pay), car 79 (Arson Investigator) (12% pay differential), car 56 (Fire Investigator) (9% pay differential), person in charge of carpenter shop (captain's pay), person in charge of supply room (captain's pay), ~~juvenile fire setter coordinator (lieutenant's pay), D.O.T. Fire Captain (12% pay differential),~~ and training instructor at the Division of Training (lieutenant's pay), ~~and four (4) fire prevention plan reviewers (3% pay differential).~~ The successful bidder for any the above named positions must obtain necessary certifications. D.O.T. Fire Captain must obtain NFPA 1041 certification

within 6 months of awarding bid. The successful bidder for the carpenter shop shall have proficiency in general carpentry skills. Any costs associated with certification as provided by this provision shall be borne by the City. All members currently serving, as of July 1, 1998 upon ratification of this Agreement, in the above referenced positions shall remain in said positions.

Members currently serving in the position(s) of juvenile fire-setter coordinator and fire prevention plan reviewers, upon ratification of this Agreement, shall remain in said positions until such time that said positions become vacant in accordance with Article IV, Section 1C. Once the positions become vacant, the Department shall not be required to fill the positions of fire prevention plan reviewer and juvenile fire-setter coordinator. Therefore Article I Section 1 Paragraph 2 shall not apply to the above named positions or the duties they perform.

Failure to obtain necessary certification will result in the loss of the bid assignment and the next qualified bidder will be assigned to the position. For the purpose of this section, the Rescue Division shall not be considered a special service. For the purpose of this section the positions of person in charge of air supply/O² Filling Station, Cars 56 (Fire Investigator) & 79 (Arson Investigator), person in charge of carpenter shop, person in charge of supply room, juvenile fire-setter coordinator and training instructor at the Division of Training shall be filled by bid based on seniority by the member's date of appointment to the Providence Fire Department, regardless of member's rank. Members must have one (1) year of accumulated time in car 56 (Fire Investigator) in order to bid for car 79 (Arson Investigator).

~~Members assigned to Car 56 as of the date of ratification of this agreement will have the option of receiving the 9% pay differential. Those members currently assigned who choose not to accept the 9% pay differential will no longer be required to be on call with the pager. If a current member of Car 56 chooses not to receive the 9% pay differential then that member will~~

~~be placed on the call-back list with members assigned to engines and ladders. All members assigned to Car 56 after the date of ratification of this agreement will be required to accept the 9% pay differential and be on call with the pager when necessary.~~

~~Within 30 days after the ratification of this agreement a notice will be sent out notifying members of the department that the Fire Prevention Division will be accepting applications from these members who wish to become certified to fill future vacancies in Car 56. Members will be required to submit bid forms and the three most senior members will be taken. Within 30 days after awarding the bids the three members will receive the three (3) days of training required to be a member of Car 56. Thereafter, those members who have been certified will be allowed to take the pager and be on call. If a member on the Car 56 list takes the pager and is called in they shall receive compensation per Article VI, Section 4 including the 9% pay differential for time worked. If no members on the Car 56 list are available then a current member of Car 56 who is receiving the 9% pay differential will be required to be on call with the pager. The Captain of Fire Prevention Division will administer the on call with the pager assignments as necessary for Car 56 (Fire Investigator) to ensure coverage.~~

When Car 79 (Arson Investigator) is available during normal business hours, Monday through Friday, Car 79 (Arson Investigator) shall cover the day shifts from 0700 hours to 1700 hours. Substitutions shall be allowed with other members of Car 56 (Fire Investigator) and 79 (Arson Investigator), but it shall be the responsibility of the off duty investigator to secure a substitute.

Whenever there is a long-term vacancy (more than two (2) weeks), qualified personnel on the Car 56 (Fire Investigator) waiting list will be transferred into Car 56 (Fire Investigator) for coverage. If no personnel are available on the waiting list, members assigned to Car 79 (Arson Investigator) will be placed into a rotation with Car 56 (Fire Investigator) members to insure continued coverage by use of the paging system.

G. Whenever a vacancy occurs through a promotion the bid for the vacancy shall be the member's assignment when he/she was certified for promotion by the Division of Training.

H. A member on a certified promotion list shall not be eligible to bid on any vacancies.

Section 3 - TEMPORARY SERVICE OUT OF RANK

Members of the firefighting forces of the Providence Fire Department who are ordered to serve temporarily in a higher rank shall receive compensation of the next higher rank provided that such service shall be in excess of five (5) hours during any tour of duty.

Members of the special services of the Providence Fire Department who are ordered to serve temporarily in a higher rank, provided that such compensation shall not be payable until the member has served for three (3) calendar days' service temporarily in higher rank, the member shall receive the next higher rank salary, retroactive to the date of commencement of service temporarily in a higher rank, and provided that when a member serving in a higher rank returns to duty after authorized absence and continues to serve temporarily out of rank, he/she will receive credit for days previously worked out of rank in the computation of the days necessary for entitlement to retroactive pay.

Section 4 - PROMOTIONS

A. Promotion to the rank of Fire Lieutenant, Fire Captain, Fire Prevention Lieutenant, Fire Prevention/Arson Captain, Fire Rescue Lieutenant, Fire Rescue Captain, Person in Charge of Operational Control Captain Dispatcher, 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 an EMT-C certificate. 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 Prevention Lieutenant except after two (2) years of continuous service within the fire prevention bureau as a fire prevention inspector/investigator. 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.

B. The City shall have the Division of Training offer a minimum of one (1) school per year for firefighters and this school will be for the purpose of awarding points for promotions.

C. Promotion to the rank of Fire Prevention/Arson Captain shall be made on a competitive basis described by the fire department, provided, however, in the event there is one (1) Lieutenant, the examination shall be available to all Lieutenants in the fire department and in the event there are two (2) or more Lieutenants the examination shall be limited to the Lieutenants in Fire Prevention.

D. The source material list for preparation for promotional examinations shall be determined by written agreement between the parties.

E. Eligibility and Qualifications for promotional schools shall be subject to the eligibility requirements and qualification requirements which are specifically delineated in the Providence Fire Department Regulation Governing the Operation of the Division of Training and which are hereby adopted for the purposes and intent of this section. Any and all proposed changes to eligibility and qualifications for promotional school shall be subject to the collective bargaining process.

F. The parties agree to continue to use an outside testing firm agreeable to both parties for the purpose of promotional testing. .

Section 5 - REVIEW OF EXAMINATION PAPERS

The examination papers of those members qualifying to enter promotional school may be made available for inspection by members who took the examination at the office of the Division of Training for a period of one (1) week after publication of the qualifying list. Any member who disputes the scoring of his/her examination and/or placement or non-placement on the qualifying list of members qualifying to enter the promotional school may present a grievance in accordance with the procedure as set forth in Article XIV of this agreement.

ARTICLE V

Section 1 - DUTIES

The duties of the members of the Fire Department shall consist of prevention, control, extinguishing of fire, and emergency medical services, together with the necessary auxiliary administrative and service functions presently conducted by the Fire Department, and other governmental duties, such as filling municipal swimming pools, pumping of cellars and building inspection, as are or may be prescribed by the Commissioner of Public Safety. Non-governmental duties shall be performed only with the consent of the Union President or Vice President. Daily station work of companies, such as cleaning of apparatus, equipment and company quarters, shall be carried out according to the past personnel practices. Floor watch shall be eliminated effective May 1, 1988.

The shutting off of fire hydrants will not be required of members except in cases of emergency.

Members of the Department shall comply with the Rules and Regulations issued by the Department as they are amended from time to time, and shall comply with General Orders and

directives as they are issued, provided such General Orders and directives shall not violate or abridge any specific provision of this agreement, in which case the grievance and arbitration provisions of this agreement shall apply.

Section 2

All members of the bargaining unit appointed on or after July 1, 1989 shall, as a condition of continued employment, maintain certification as an emergency medical technician (EMT-~~AB~~I). Any such member who applies for recertification and who makes a good faith effort to obtain recertification but fails the examination required for recertification shall be allowed a period of eighteen (18) months from the date of failure of said examination to achieve recertification. The City shall provide at its expense all reasonable training expenses, supplies and equipment for any such member seeking recertification.

In addition, all members appointed prior to July 1, 1989 and currently certified as an EMT-~~AB~~I until 1992 or 1993 will maintain that certification until the expiration of said certification.

Section 3 - DETAILS TO OTHER UNITS

Active members of the Providence Fire Department whose duties are as defined in Article V, Section 1, shall not be detailed to other City Departments. The detail from one unit to another within the Fire Department shall be the responsibility of the Chief Officers of the Department, subject to the approval of the Chief of the Department. The Chief of the Department, or his/her designee, shall have the authority to detail members with EMT-C certification to a rescue unit upon an as needed basis by rotation.

ARTICLE VI

Section 1 - HOURS

The regular workweek for members of the Fire Fighting 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.

The regular work week of the other divisions shall not exceed an average of forty (40) hours except that for members on duty in the Department of Communications the regular work week shall not exceed thirty-six (36) hours. All fire inspectors shall be firefighters or graduates of the Providence Fire Department Training School while awaiting appointment.

Section 2 - SUBSTITUTIONS

A. Members of the Department shall be permitted to substitute with members of equal rank within the Department, provided however, that within the same company officers shall be permitted to substitute with officers or acting officers. No substitutions shall be permitted when Departmental emergency conditions shall exist, unless the substituting member is on a ninety-six (96) hour leave of absence. All requests for substitution shall be made on the proper forms and in accordance with the Department Rules and Regulations. Substitutions, other than Two-hour Relief Substitutions or Emergency Substitutions, must receive the permission of the appropriate Chief Officer twenty-four (24) or more hours in advance. Substitutions shall not be allowed for the purpose of engaging in outside employment. A member who substitutes for another member

shall not be entitled to any additional pay for said hours worked in substitution over and above his/her own tour of duty.

B. Two-Hour Relief Substitutions

The right to substitute within the same company for two (2) hours or less shall be permitted and the right to substitute outside a company for the same period may be permitted, provided that all of the following conditions are met:

(1) The substitute shall be qualified to perform all of the duties of the member for whom he/she is substituting.

(2) The substitute must report to the officer in command in proper uniform before relieving the member for whom he/she is substituting.

(3) The member substituting shall enter the time, his/her name and the name of the member for whom he/she is substituting in the Company Journal.

(4) If any Departmental emergency exists, the Chief or Acting Chief of the Department may suspend this privilege.

(5) Substitutions may be made at any time provided the member shall notify the officer-in-charge within one hour after the 8:00 a.m. or 6:00 p.m. time signal which starts a tour.

C. Emergency Substitution

(1) Substitution requests titled "Emergency" shall be granted, with approval of the company officer, upon the filing of the proper forms with the member's respective company officer.

(2) In the absence of the member, the member's company officer is hereby authorized to print member's name on #7 of the proper substitution form and make note thereof.

Section 3 - OVERTIME

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour, 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.

Section 4 - CALL-BACK PAY

Employees called back for duty shall be compensated for at least four (4) hours, in the event the overtime actually worked is less than four (4) hours, at the overtime rate of pay hereinafter set forth.

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 on the pay day 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 pay day of the second week following the calendar week in which the overtime is worked.

Section 6 - CALL-BACK

~~In the event it becomes necessary from time to time to call to duty an off-duty member to replace a member, such call-back shall be on an officer for officer and private for private basis.~~

Effective July 1, 2010, in the event it becomes necessary due to the minimum staffing level falling below 92 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 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 ninety-two (92) personnel.

Effective January 1, 2012 in the event it becomes necessary, due to the minimum staffing level falling below 94, 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 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 ninety-four (94) personnel.

Call-back duty in the fire force shall be controlled by the Deputy Assistant Chief who is on duty when call-back is anticipated. As determined by the Deputy Assistant 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.

Members will be called for call-back duty according to seniority in the group to which they are assigned. They will be called by the Deputy Assistant Chief or his/her designee at the time the call-back is needed, and if the call-back duty is refused, he/she will not be called again for call-back duty until the rest of the members of his/her group have been called. Call-back duty shall be distributed as equally as possible among the members in each group and for this purpose a member who refuses a call-back shall be considered having worked the same.

If it becomes apparent that injuries or sickness of long duration will cause a particular group to accumulate more call-backs than other groups, then call-backs will be spread among the other groups to equalize the numbers, said equalization will occur semi-annually during the months of March and October.

In the event, either by call-back, by seniority, or by detail, a special function, such as tiller-man, EMT-~~AB/I~~ or EMT-C cannot be manned by a qualified member, the Deputy Assistant Chief may call the senior member qualified to do the special function work, and this shall count as call-back for the member awarded the work.

Members who wish call-back will sign Form #17 on a yearly basis indicating they desire call-back. A copy of the call-back sheet will be sent to the Union President weekly along with a list of refusal of call-back.

Every six (6) months the chart in the deputy Assistant Chief's office will be matched with overtime sheets and refusal sheets. A list will be prepared by seniority of members who have less call-back. This list will be used to equalize call-back.

The bargaining unit shall have the opportunity to match their call-back information with the department's information to prepare equalization lists. All call-back over ten (10) hours will be considered a call-back. Members who desire a short call-back which is defined as less than ten (10) hours will sign a Form #17 requesting said short call-back. A master list will be kept by seniority. Once a member has worked a short call-back he/she will not be called until all others have had an opportunity to receive a short call-back.

Assignment of short call-back shall be from the short callback list at the discretion of the Deputy Assistant Chief on duty, the Administration Assistant to the Department, or their designees from the short call-back list and equalized over a six-month period.

Thanksgiving, the night preceding, the day of, and the night of Christmas, and New Years, and July 4th day and night, shall be days for which members of the bargaining unit may volunteer to work call-back/overtime and will not be charged for said call-back/overtime, provided however, that whenever no member elects to work a call-back or overtime, then the junior member in each rank of the working group shall be ordered to work said call-back/overtime.

Members shall leave with the Deputy Assignment Chief a telephone number where they may be reached for purposes of callback.

Section 7 – CALL BACK FOR MEMBERS RETURNING FROM IOD

The parties agree that when a member returns to his/her full duty assignment after being out of work due to an injury suffered in the line of duty, said member shall be afforded the opportunity to make up the missed call-back opportunities that said member was unable to work while the member was on injured on duty status.

ARTICLE VII

Section 1 - VACATIONS

All employees shall be entitled to a vacation in the calendar year in accordance with the following schedule:

A. Upon completion of his/her training period and appointment as a permanent employee of the Fire Department, a member shall be entitled to eight (8) working days vacation during the calendar year in which he/she was appointed. For purposes of this article only, the appointment date for all employees sworn in on or after July 1, 1987 shall be the date that the member was actually sworn in as a permanent employee of the department, which date shall serve as their anniversary date for vacation purposes only.

B. During the calendar year and following the anniversary date in which they complete one (1) year as a permanent employee of the Fire Department, a member shall be entitled to twelve (12) working days vacation.

B.C. During the calendar year and following the anniversary date in which they complete ~~one (1) year~~ three (3) years of service, and in each calendar year thereafter, sixteen (16) working days' vacation.

C.D. During the calendar year and following the anniversary date in which they complete ten (10) years of continuance service and in each calendar year thereafter, twenty (20) working days' vacation.

D.E. During the calendar year and following the anniversary date in which they complete fifteen (15) years of continuous service, and in each calendar year thereafter, twenty-four (24) working days' vacation.

E.F. The provisions of this section shall be applicable commencing with calendar year 1988.

F.G Each member shall be allowed to carry over vacation time earned but not used in the calendar year in which it is scheduled to be taken to a maximum accumulation of six (6) weeks (twenty-four (24) working days).

G.H. Effective January 1, 1999, all uniformed members will be allowed to take accrued vacation time in increments of one (1) day to a maximum of eight (8) days ((i.e. four (4) days and four (4) nights)), per calendar year, in accordance with policies to be agreed upon by the parties. The maximum number of uniformed members, per day, allowed to take one (1) day vacations shall not be more than six (6) per shift. Selection of vacations under this provision shall be on a first come, first serve basis. Requests for one (1) day vacations will be made no more than seven (7) days in advance. However, forty-eight (48) hour written notice is required.

Notwithstanding anything to the contrary contained in this Vacation article, effective January 1, 2011, vacation time allowance and usage for all members shall be reduced by four (4) days in calendar year 2011 only. Members shall not be allowed to use, during the calendar year 2011, additional vacation time beyond the amount set forth below even if the member may have accumulated time in his/her vacation bank. The maximum amount of vacation time available to be used by a member during the calendar year 2011, regardless of the source of the time or the type of usage (single day or consecutive week (s)) shall be as follows:

<u>1 year or less</u>	<u>4 days</u>
<u>1 – 3 years</u>	<u>8 days</u>
<u>3 – 10 years</u>	<u>12 days</u>
<u>10 – 15 years</u>	<u>16 days</u>
<u>15 or more years</u>	<u>20 days</u>

Single day vacations may be granted on the following dates only at the discretion of the Chief of the Department, subject to application to the Chief of the Department at least thirty (30) days in advance:

July 4 Holiday - July 3: A.M. and P.M. shifts
July 4: A.M. and P.M. shifts
July 5: A.M. and P.M. shifts

Thanksgiving Day Holiday - A.M. and P.M. shifts

Christmas Day Holiday - December 24: A.M. and P.M. shifts
December 25: A.M. and P.M. shifts

New Year's Day Holiday - December 31: P.M. shift
January 1: A.M. shift

A.M. and P.M. shifts of all other paid holidays, as listed in Article VII, Section 8, shall also be subject to this section.

Section 2 - VACATION PERIOD

The vacation period in any calendar year shall run from January 1 to December 31.

Section 3 - VACATION REQUESTS

All vacation requests shall be submitted to the Chief of Department no later than November 1 of the year previous to the vacation choice.

The completed vacation schedule shall be posted at least two (2) weeks before the start of the calendar year in which the vacation is to be taken. A completed vacation list shall be posted prior to January 1 each year in all stations.

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 and according to departmental seniority in rank in the group; provided further, however, that one (1) rescue Officer from each group shall be permitted to be on vacation in addition to the fifty-six (56) members contained herein.

(1) Once a member has selected a portion of his/her vacation, he/she shall not be eligible to select the balance of his/her vacation until all members in the group have made their first selection.

(2) The vacation period of any member in a group shall commence on the first working day or night in any calendar week that he/she is scheduled to work.

(3) Any member on vacation for any day during a vacation period shall be counted as one of the members on vacation for the entire period.

B. In the event that a member was unable to take his/her vacation during the period in which he/she selected his/her vacation because he/she was on an "injured on duty" status, and he/she was unable to take his/her vacation during the remainder of the calendar year, he/she will be permitted to accumulate his/her unused vacation in the next calendar year.

C. If, in the judgment of the Chief of the Department, the schedule reduces the personnel available below the level of safe operation, or in the event adequate personnel are not available, the Chief of the Department may vary either schedule accordingly.

Section 5 - VACATION SCHEDULE, SPECIAL SERVICES

Vacations for members of the special services division as defined as follows: D.O.T, Carpenter Shop, Fire Prevention Bureau, B.O.C, Air Supply, and Supply Room, shall be chosen by rank on a seniority basis within each special service division. The number of men/women allowed on vacation at one time shall be subject to the operation requirements of the particular division in accordance with past practices.

Section 6 - SPECIAL VACATIONS

Special vacations approved by the Chief of the Department shall not reduce the number of regular vacations scheduled for the period in which the special vacation is taken. The special vacation shall be charged against the employee's vacation credits.

Section 7 - SPLIT VACATIONS

A. Any member who is entitled to eight (8) days vacation shall have the option of splitting his/her vacation into two (2) four (4) day vacations.

B. Any member who picks out a vacation between June 1 and September 30 may only take eight (8) consecutive working days vacation in that period.

C. Any member entitled to more than eight (8) days vacation shall have the option of splitting his/her vacation.

D. The Chief of the Department shall have the right to vary the schedule of any vacations under this section in case of emergency.

Section 8 - PAID HOLIDAYS

A. The following 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

Notwithstanding anything to the contrary hereinabove, the parties agree that the 2011, 2012, and 2013 Rhode Island Independence Day Holiday payment shall be held in a bank to be paid out at the time of separation from City service at the rate of pay then in effect.

B. Holiday pay shall be one-fifth (1/5) the employee's weekly salary, whether he/she works the holiday or not.

Effective July 1, 2012 holiday pay shall be compensated at a rate of pay of 8.5 hours per holiday.

ARTICLE VIII

CLOTHING PROVISION

A. The clothing maintenance allowance will be payable as of January 1st and will be paid to members on or before March 31st of each year. Effective July 1, 1998, the clothing maintenance allowance for members of the firefighting force shall be Six Hundred Forty Dollars (\$640.00). Effective July 1, 1998, the clothing maintenance allowance for all other members of the Department who normally wear dress uniforms including chief's aides, shall be Six Hundred Seventy Dollars (\$670.00).

Effective June 30, 2013, the clothing maintenance allowance for all members of the Department shall be Eight Hundred Dollars (\$800.00).

B. The City agrees to replace damaged, lost or stolen station uniforms and replace all firefighting protective equipment as needed, whether destroyed, damaged, lost, stolen or worn in the line of duty. Protective equipment shall be considered to be boots, helmets, gloves, night hitches and firecoats. The City shall endeavor to furnish members uniforms and protective equipment within forty-five (45) days of said written request and if unable to do so will furnish said applicant with a written reasonable explanation as to the cause of any delay.

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, 2010, the Union agrees to waive, without any limitations or restrictions, the 2011, 2012 and 2013 annual clothing issue identified in this Article VIII, Section C for all members of the Union.

D. The clothing maintenance allowance set forth above shall be for the maintenance and upkeep of said uniform and work attire only. Any new issue or item of clothing or equipment prescribed by the Department shall be furnished to members of the Department at the City's expense, including uniforms required because of promotion.

E. The City shall furnish members of the Rescue Squad with winter jackets and shall furnish members of the Division of Training with foul weather gear.

F. The first clothing maintenance allowance of a newly appointed member shall be payable as of January 1st following the first anniversary date of his/her appointment.

ARTICLE IX

Section 1 - LEAVE OF ABSENCE

A. Leave of absence shall accrue at the rate of 1 1/4 days per month accumulative to fifteen (15) days per year. Two (2) days per year of the accumulated fifteen (15) leave of absence days shall be considered personal days pursuant to Subparagraph H of Article IX, Section 2, Severance Pay. In no way shall the accumulation of leave of absence time pursuant to this section impact upon any other accumulation of time mentioned elsewhere in this agreement nor shall any current member of the bargaining unit suffer any loss of previous leave of absence time accrued. In addition, leave of absence days shall be accrued as follows:

1 through 140 days: full pay (100%)

Day 141 and beyond: half pay (50%)

and such formula shall be applied to Section 3 of this Article entitled, Severance Pay; provided, however, that the Commissioner of Public Safety may grant an additional ninety (90) working days leave to members with five (5) years service or more within the Department. At the completion of the training period and after appointment to the Fire Department for a period of six (6) months, a member shall be credited with fifteen (15) working days' leave of absence. An employee may borrow up to fifteen (15) days of sick leave which must be repaid from future monthly sick leave credits or from future compensation.

B. A member of the bargaining unit will have deducted from his/her accumulated leave of absence only those days he/she was scheduled to work which were not worked because of leave under this Article.

Section 2 - REASONS FOR LEAVE OF ABSENCE

Leave of absence for members of the Fire Department shall be granted for the following defined reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her present position for more than two consecutive working days.

B. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

C. Death of a mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, grandparent, step-parent, or other members of the immediate household, provided that in such cases the leave shall not extend more than one day beyond the date of burial of said deceased person and provided further that in the cases of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial; provided further, however, said leave of absence shall not be chargeable to sick leave. A death certificate or affidavit may be required.

D. Death of other relatives provided that in such cases the leave with pay shall be for not more than one (1) day to permit attendance at the funeral of said person. A death certificate and affidavit may be required.

E. Attendance upon members of the family within the household of the employee whose illness required the care of such employee; provided that not more than seven (7) working days with pay shall be granted to the employee for this purpose in any quarter, nor for more than fifteen (15) working days in any one calendar year. In case of emergency, the leave may be extended. (Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements.)

F. Sick leave may be taken without a doctor's certificate for two (2) days, but an

employee on sick leave may be examined at any time by a doctor selected by the Chief or Acting Chief of the Department, at the expense of the Department.

G. The Chief of the Department may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee affected has been told on the occasion of his/her last prior absence for sickness that such evidence might be required for future sick leave request. However, such evidence shall be required for each sick leave with pay covering an absence of more than two (2) consecutive working days.

H. There shall be three (3) personal days per year in which no specific reason for a request of absence shall be deemed necessary.

Personal Days may be granted on the following dates only at the discretion of the Chief of the Department subject to application to the Chief of the Department at least thirty (30) days in advance:

July 4 Holiday - July 3: A.M. and P.M. shifts
 July 4: A.M. and P.M. shifts
 July 5: A.M. and P.M. shifts

Thanksgiving Day Holiday - A.M. and P.M. shifts

Christmas Day Holiday - December 24: A.M. and P.M. shifts
 December 25: A.M. and P.M. shifts

New Year's Day Holiday - December 31: P.M. shift
 January 1: A.M. shift

Section 3 - ATTENDANCE BONUS

~~The City shall pay an attendance bonus of \$500.00 to any member who does not use any Leave of Absence during the previous calendar year. This provision shall not include the use of leave of absence days as provided for in Article IX, Section 2, subsections C and H. The payout for attendance bonus shall commence on or before the 20th day of January of each year beginning January, 2001.~~

Section 4-3- SEVERANCE PAY

A. Severance pay will be paid to a member upon retirement, voluntary separation from employment, or upon the death of a member prior to retirement as follows:

For severance pay purposes he/she will be credited with one-half (1/2) of his/her accumulated and unused days of leave of absence earned on and after October 1, 1969, and for each day of such credited time he/she shall receive one (1) day's pay (one-fifth (1/5) of his/her weekly salary) at the time of retirement or death.

B. Commencing July 1, 1976, each member of the bargaining unit shall be entitled to be credited with severance pay upon retirement or upon death of the member prior to retirement as follows:

For severance pay purposes he/she will be credited with all his/her accumulated and unused days of leave of absence earned on and after July 1, 1976, and for each day of such credited time he/she shall receive one (1) day's pay (one-fifth (1/5) of his/her weekly salary) at the time of his/her retirement or death.

C. Commencing on July 1, 1990, each member of the bargaining unit shall be entitled to be credited with severance pay upon retirement, voluntary separation from employment, or upon death of the member prior to retirement as follows:

For severance pay purposes he/she will be credited with all his/her accumulated and unused days of leave of absence in accordance with Article IX, Section 1 of this agreement, i.e., 120 days of full pay and 1/2 pay thereafter. Accumulation of unused days of leave of absence shall be unlimited only for the purpose of computing severance pay.

D. Commencing on July 1, 1992, but retroactive to July 1, 1991, each member of the bargaining unit shall be entitled to be credited with severance pay upon retirement, voluntary separation from employment, or upon death of the member prior to retirement as follows:

For severance pay purposes he/she will be credited with all his/her accumulated and unused days of leave of absence in accordance with Article IX, Section 1 of this agreement, i.e., 140 days of full pay and 1/2 pay thereafter. Accumulation of unused days of leave of absence shall be unlimited only for the purpose of computing severance pay.

Section 5 4 - COMPENSATORY TIME

Compensatory time may be made available to members only upon written agreement with the Chief of the Department and the President of the Union. However, agreement shall not be unreasonably withheld.

ARTICLE X

Section 1 - INJURIES

A. Members of the bargaining unit who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. Whenever a member of the bargaining unit who is temporarily serving in a higher rank is injured in the line of duty, he/she shall be compensated at his/her higher rank so long as the incapacity exists. All injuries and recurrences of injuries shall be reported as required by department regulations.

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 2 - HYPERTENSION-HEART ATTACK-CANCER

Whenever a member of the bargaining unit suffers a heart attack, is suffering from hypertension, or is suffering from cancer, it shall be presumed that any of said conditions were caused as a result of the member's duties as a firefighter and he/she shall be entitled to all of the foregoing benefits set forth in this Article.

This section shall apply to any member of the bargaining unit who suffers a heart attack, is suffering from hypertension, or is suffering from cancer whether or not said condition occurred while the member was actually on a tour of duty.

Section 3 - MEDICAL CARE FOR INJURIES

Medical care for those injured in the line of duty shall be as follows:

A. Those members injured in the line of duty whose condition requires hospitalization shall be sent to a hospital and shall have the right to select a physician from the staff of that hospital. The choice shall be made by the injured person, or, if his/her condition prevents him/her from making his/her choice, by a resident physician at the hospital. The physician so selected shall be the injured member's private physician.

B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured individual shall have the right to be treated by a physician of his own choice.

When a firefighter's treating physician recommends non-invasive treatment to assist or enhance the firefighter's recovery from claimed IOD injuries, if the firefighter does not comply with his/her treating physician's recommendations the firefighter will be removed from IOD and carried sick leave until he/she complies with the treatment recommendations.

C. If a member is injured in the line of duty the Department may require the member to be examined by a physician selected by the Department. In the event that the Fire Department physician advises the Chief in writing that in his opinion a member of the bargaining unit who is being carried IOD is able to return to work, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. 30 days), unless the member has been regularly seeing his physician and/or has received a written report from his physician regarding the member's ability to return to work within thirty (30) days prior to his seeing the Fire Department's physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member is able to return to work, then the member shall be required to be examined by a third physician (the "neutral") selected by agreement between the member's treating physician and the Department's physician. The results

from the examination by the neutral physician shall be conclusive on the parties. For purposes of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XVI) with regard to any report or results received from the neutral physician concerning the member's physical condition and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including third party administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the

physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried on an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member is capable of returning to work. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding officer prior to the scheduled appointment), if the member should fail to attend the scheduled appointment with the neutral physician, the member shall be removed from IOD status and shall not be entitled to any of the benefits under Article X until such time that the member is examined by a neutral physician.

The neutral physician shall be a physician specializing in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the City's physician which/who specializes in the area of the complaint or injury as suffered by the member. The physician selected as the neutral shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

D. When a member of the bargaining unit has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he shall be carried injured on duty from the date of the recurrence and then may be examined by a physician selected by the Fire Department. In

the event that the Fire Department's physician advises the Chief that in his/her opinion the present condition is not related to the member's previous injury, then said member shall be entitled to be examined by his private physician within a reasonable period of time (e.g. thirty (30) days), unless the member has been regularly seeing his physician and/or has received a written report from his/her physician regarding the member's ability to return to work within thirty (30) days prior to his/her seeing the Fire Department's Physician.

If the opinion of the member's private physician is in conflict with that of the Fire Department physician as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then the member shall be required to be examined by a neutral physician selected by the member's treating physician and the Department's physician in accordance with the terms set forth in Section C of this Article. The results from the examination by the neutral shall be conclusive on the parties. For the purpose of this subsection, "conclusive" shall mean the member has no right to grieve, arbitrate or otherwise avail himself/herself to the grievance procedure (Article XVI) with regard to any report or results received from the neutral physician concerning the member's physical condition, and/or the member's capability of returning to work. The cost of the examination shall be paid for by the City. If the member's treating physician and the City's physician cannot agree on a neutral physician within thirty (30) days, then a neutral physician shall be selected from a previously agreed upon list of six (6) specialists in the area of the complaint of the injured member. The above list of specialists shall be comprised of physicians selected equally by each party (three each). Use of this list shall be on a rotating basis among the six (6) physicians.

Neither the City or any of its representatives, nor the Union or any of its representatives shall communicate ex parte with the neutral physician regarding the member's physical condition, the type or length of treatment to be provided/received, and/or the member's capability of returning to work. If the City or any of its representatives, including third party

administrator(s) engaged by or associated with the City, communicates ex parte with the neutral physician, then the opinion of the member's private physician shall be binding. If the Union or any of its representatives communicates ex parte with the neutral physician, then the opinion of the Fire Department physician shall be binding.

City medical examinations and examinations by the neutral physician shall be scheduled during the physician's normal business hours. Any member making a claim of IOD status shall make himself/herself available for examination during said hours as scheduled. Said requirement shall apply to all members, regardless of whether the member's normal tour of duty coincides with the physician's normal business hours. If the member's normal tour of duty coincides with the physician's normal business hours, the member shall be placed on paid leave for any amount of time which he/she is absent from his/her tour of duty. Any fee charged by the physician as a result of a member's failure to keep an appointment, except in the case of a documented emergency or without other reasonable cause, shall be the sole responsibility of the member.

After the member's initial evaluation of IOD status by the neutral physician, the City may require said member to be examined by the same neutral physician, no more than one (1) time every sixty (60) days, in order to update said member's IOD status evaluation. Nothing herein shall prohibit the member from attending his/her private physician for necessary treatment and/or evaluation during the period said member is carried in an IOD status.

The member shall continue to be carried in an IOD status until such time as the Chief receives a written report from the neutral physician indicating that the member's present condition is not related to the previous injury. Except in the case of a documented emergency or without other reasonable cause (in which case the member shall notify his commanding office prior to the scheduled appointment), if the member should fail to attend the scheduled appointment, the member shall be removed from IOD status and shall not be entitled to any of

the benefits under Article X until such time that the member is examined by the neutral physician.

The neutral physician shall, wherever possible, be a physician specializing in the area of the complaint or injury as suffered by the member. In the event there is no such specialist, then the member shall be seen at a recognized medical facility or by a recognized physician selected by the member's treating physician and the City's physician which/who specializes in the area of the complaint or injury as suffered by the member. The physician selected as the neutral shall not be someone who previously treated the member for the complaint or injury for which the member is seeking treatment under this Section.

If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Department shall be responsible for payment of the member's medical expense.

E. The City agrees to pay all expenses for inoculation or immunization shots for members of an employee's family when such become necessary as a result of said employee's exposure to contagious disease where said employee has been exposed to said disease in the line of duty.

F. A member shall have a respiratory examination every two (2) years on his/her individual request. The examination shall be arranged by the City and shall be at the City's expense. In the event another examination is required by the City of Providence, the cost of said re-examination shall be borne by the City.

G. Whenever an injury or sickness for which benefits are paid either under the provisions of Article IX or this Article of the Collective Bargaining Agreement, or under the provisions of RIGL §45-19-1 *et seq*, is caused under circumstances creating a legal liability in some other person or entity other than the City of Providence to pay damages in respect thereof, the City shall be subrogated to the rights of the member of the bargaining unit to recover damages from

said third party to the extent of its payments made hereunder subject to the concept of comparative negligence.

The City agrees to defray all funeral and burial expenses of any member killed in the line of duty up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00).

H. The City agrees to pay all medical bills within ninety (90) days of the date of submission.

Section 4 - LIGHT DUTY

A. Establishment

There shall be established a maximum of twenty (20) 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. 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

C. Hours of Work

The light duty work shall be performed on a four (4) day, eight (8) hour per day basis, Monday through Friday, during normal business hours. The City shall grant time off for any and all necessary appointments and treatments, and such time off shall not be considered to have occurred on the member's day off.

D. On The Job Injuries

Light duty shall be first assigned to members who are disabled as a result of an on the job injury. Members with on the job injuries, who are medically certified, in accordance with Paragraphs C or D of Section 3 of this Article, to be capable of light duty, will accept a light duty assignment if one is available.

E. Non-Job Related Injuries

Light duty shall secondly be offered to members who are disabled from performing duties as a member as a result of non-job related injuries. Members with non-job related injuries who are medically certified to be capable of light duty will be assigned to take a light duty assignment if one is available. The Department may bump a member with a non-job related injury from 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.

F. Length of Light Duty Assignment

A member shall not be assigned to light duty for a period of longer than twelve (12) 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.

G. Retirement

A firefighter who shall remain away from his / her regular employment for a period of eighteen (18) months due to becoming wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of his / her duties shall, at the expiration of the eighteen (18) months, return to duty within sixty (60) days thereafter or shall be deemed physically unfit for duty and therefore unable to return to his / her respective regular duties as a firefighter.

Such person or persons who shall not return within the aforesaid sixty (60) days shall immediately be placed upon a retirement list and shall receive regular retirement pay based upon his / her wages and other factors just as if said person had completed all of the requirements set forth in the ordinances governing retirement of the City of Providence Fire Department personnel.

Should the retirement board determine that the employee in question is ineligible for disability retirement benefits, then the City shall continue to pay said employee such pay and allowances as provided for in R.I.G.L., as amended, until such time as a determination shall be made of that employee's permanent future status.

This subsection shall apply to employees who began IOD leave on or after June 30, 2005. All such employees will be entitled to written notice from the Department after the expiration of eighteen months, notifying the employee that he / she must return to duty within sixty (60) days thereafter.

Section 5 - MATERNITY LEAVE

The City shall provide for "Maternity Leave" as follows: Upon notification in writing by

a medical doctor of the member's pregnancy, the member may temporarily transfer to the Fire Prevention Division of Training. The member at her discretion may then work a five (5) day schedule and be allowed to accrue "comp days" at a rate of one (1) day per week. Said "comp time" shall be used for the purpose of Maternity Leave to attend to the birth of the child. "Comp time" shall be used before any other form of leave as provided for in the collective bargaining agreement. Upon termination of Maternity Leave the member shall be returned to her original assignment.

ARTICLE XI

Family and Medical Leave Act

When a bargaining unit member is granted leave of absence, uses sick leave, is out due to injury or is otherwise away from work under either Article IX, Sections 2A, B, E, or F; or Article X, Sections 1A, 2, 3A, or 3D; or for a reason as identified in the Federal Family and Medical Leave Act of 1993 (FMLA), such time away from work shall be categorized as FMLA leave. In addition to the reasons set forth in Article IX and X above, FMLA leave shall be for:

1. the birth of a child and in order to care for that child;
2. the placement of a child for adoption or foster care;
3. the care for a spouse, child, or parent with a serious health condition; or
4. the serious health condition (described below) of the employee.

A serious health condition shall include, but is not limited to a condition which requires inpatient care at a hospital, hospice or residential medical care facility, or a condition which requires continuing care by a licensed health care provider or a condition which requires continuing assisted living in one's home.

The length of FMLA leave shall be a maximum of twelve (12) weeks (in alternating years 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of leave. For purposes of this provision, FMLA leave will run concurrently with any other leave for which a member may be eligible. Nothing contained herein shall abridge and/or modify any applicable state or federal law(s).

ARTICLE XII

RULES

A verbal order of departmental or district application intended to remain in force for more than eight (8) days shall be confirmed by a written order from the Chief of the Department

ARTICLE XIII

Section 1 - SALARY FOR THE FIREFIGHTERS

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

~~reflect a 3.25% salary increase effective January 1, 2000; and a 3.75% salary increase effective July 1, 2000~~

Effective 6/30/11 (10-11) 3.00%

Effective 7/01/11 (11-12) 0.00%*

Effective 7/01/12 (12-13) 0.00%*

*Wage Reopener – add language

Retroactive payments will be made in the following manner:

~~The City agrees to pay the base salary portion of retroactive monies due from the 3.25%, and the 3.75%, salary increases within 30 days of this agreement being ratified by the City Council. The City agrees to pay the remaining retroactive monies, including membership dues (i.e. overtime, longevity, sick leave, callback, details, etc.)~~ excluding detail retroactive monies due from interest arbitration awards AAA 11 390 02600 06 Contract Year 2005-06 and AAA 11 390 02701 06 Contract Year 2006-07 prior to July 31, 2010. The parties agree that when this

payment is made all health co-payments due the City per the tentative agreement for Fiscal Year 2011 (July 1, 2010 through June 30, 2011) equivalent to \$780.00 per year for individual coverage and \$1,560.00 per year for family coverage shall be deducted from the overtime, longevity, callback retroactive payments due to individuals, 3.25%, and the 3.75% salary increases within 60 days of this agreement being ratified by the City Council. 12% pay differential for D.O.T. Fire Captain effective as of the date of final ratification by the City Council.

The City agrees to pay the Detail portion of retroactive monies due from interest arbitration awards AAA 11 390 02600 06 Contract Year 2005-06 and AAA 11 390 02701 06 Contract Year 2006-07 prior to July 31, 2011.

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 prior to July 31, 2011. The parties agree that when this payment is made all health co-payments due the City per the tentative agreement for Fiscal Year 2012 (July 1, 2011 through June 30, 2012) equivalent to \$858.00 per year for individual coverage and \$1,716.00 per year for family coverage shall be deducted from the retroactive payments due to individuals.

Salaries for the firefighters of the City of Providence shall be as follows:
SEE CHART

<u>Position</u>	<u>1/1/2000</u>	<u>7/1/2000</u>
Fire Prevention/Arson Captain	\$1,073.58	1,113.84
D.O.T. Fire Captain	1,073.58	1,113.84
Fire Captain	958.55	994.50
Fire Rescue Captain	958.55	994.50
Captain Dispatcher	958.55	994.50
Person-In Charge		
—Carpenter Shop	958.55	994.50
Person-In Charge		

Supply Room	958.55	994.50
Person In Charge		
Air Supply/O ² Filling Station	958.55	994.50
Fire Lieutenant	878.64	911.59
Fire Prevention Lieutenant	878.64	911.59
Fire Rescue Lieutenant	878.64	911.59
Training Instructor	878.64	911.59
Juvenile Fire Setter Coordinator	878.64	911.59
Chauffeur or Rescue Technician	837.71	869.12
Grade 1 Firefighter/Car 79	893.55	927.06
Grade 1 Firefighter/Car 56	869.62	902.22
Grade 1 Firefighter/Plan		
Reviewer	821.75	852.56
Grade 1 Firefighter 1st year		
after appointment	797.81	827.73
Grade 2 Firefighter	774.34	803.38
Grade 3 Firefighter	714.51	741.30

All members possessing an EMT-C certification, as long as said member retains his/her certification, 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 EMT-C certification, as long as said member retains his/her certification, 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 EMT-B/I certification, as long as said member retains his/her certification, 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 EMT-C certification. 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 30 class positions shall be assigned by seniority basis. All members will be allowed time off from regularly scheduled shifts to attend EMT-C certification school and City will provide callback to fill members' position rank for rank.

All members shall serve as a Firefighter Grade 3 for a period of ~~six (6)~~ twelve (12) months from the date of appointment, and subsequently shall serve as a Firefighter Grade 2 for ~~six (6)~~ twelve (12) months of service in that rank to be elevated to Grade 1 Firefighter.

Section 2 - BI-WEEKLY PAYROLL

Effective July 1, 2010, the City shall ~~have the option of institute ing a bi-weekly payroll period, and shall arrange to have a weekly salary available to any member who requests it. If a bi-weekly payroll period is instituted, all adjustments to salaries may be made bi-weekly.~~

Section 3 - LONGEVITY SUPPLEMENT

In addition to the above salaries, there shall be paid a longevity supplement which shall not be considered part of the member's salary for other purposes in this agreement, except pension purposes. This supplement shall be computed on the basis of the employee's base salary during the prior contract year and will be paid in one lump sum to said employees beginning on or before November 30, 2010 and on or before November 30 in each succeeding year. ~~salary for the current contract year and be paid in one lump sum to said employees at the end of the fiscal year. When a member separates service with the City, said member shall receive the prior year's longevity, if not already paid and a pro rata portion of his/her longevity based on the~~

number of months worked in the current year (i.e. the contract year in which the member retires).
~~share of the current year's longevity.~~

The payment shall be made as follows:

<u>Percentage of</u> <u>Annual Salary</u> <u>6/30/90</u>	<u>Service as of June 30, 1990</u>
8%	5 to less than 10 years
9%	10 to less than 15 years
10%	15 to less than 20 years
11%	20 years and over

Effective July 1, ~~1996~~ 2010, the following schedule shall apply for members hired on or after July 1, 1996:

<u>Percentage of</u> <u>Annual Salary</u>	<u>Service Time</u>
7%	5 years but less than 10 years
8%	10 years but less than 15 years
9%	15 years but less than 20 years
10% <u>11%</u>	20 years or more

Commencing with the June 30, 1988 payment, payment of longevity will be in accordance with the above schedule and will be added to the member's annual base salary so as to be included in his/her annual salary for retirement pension purposes only. The foregoing shall also apply to those employees retiring on or after July 1, 1988.

ARTICLE XIV

Section 1 -HEALTH INSURANCE BLUE CROSS, PHYSICIANS SERVICE

A. For all members hired on or before June 30, 1996, the City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present Semi-Private Plan and Family Coverage under the Rhode Island Medical Society Physician's Service, Plan B and Blue Shield Plan 100 or Health-Mate Coast-to-Coast, or City Blue Coast-to-Coast, or as is currently provided including but not limited to Chiropractic Rider, Prescription Drug Program, Vision Care Program, Major Medical - Lifetime, maximum of One Million Dollars, full-time Students to 25 , Medical Emergency Rider, Mental Health Rider, for all employees covered by this subsection of this Agreement, subject to the rules and regulations of those corporations. In the case of an unmarried member, individual coverage is to be furnished. Any and all terms of this section are subject to mutual agreement by and between the parties of this contract.

B. The City agrees to assume the cost of family coverage under the Rhode Island Hospital Service Corporation (Blue Cross) in the present Semi-Private Plan and Family Coverage under the Rhode Island Medical Society Physician's Service Plan B and Blue Shield Plan 100, or Health-Mate Coast-to-Coast, or City Blue Coast-to-Coast and paid prescriptions for all retired members who were hired on or before June 30, 1996.

Should said member or any member of his/her family be eligible for medical insurance under Blue Cross or any other plan, then the City will be obligated to furnish only excess coverage so that said member will have equivalent coverage as that offered by the City. Should a retired member subsequent to retirement lose said alternate coverage, then the City will pick up full coverage under this section.

C. The City agrees to add City Blue health care, either individual or family coverage, as an option to the list of current medical providers for active employees who were hired on or

before June 30, 1996. Such members may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to active members. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to active members who were hired on or before June 30, 1996, as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered).

The City agrees to add City Blue Health Care, either individual or family coverage, as an option to the list of current medical providers for retired members who were hired on or before June 30, 1996. Retirees may voluntarily subscribe to this option during normal enrollment periods. This option is not intended to replace any other option currently offered to retired members. Nothing contained herein shall be construed to alter and/or modify in any way the health care provided to retired members who were hired on or before June 30, 1996 as set forth above. Nothing contained herein shall prevent any member from selecting an alternative during an enrollment period (as currently offered). Said coverage shall be the same plan in effect when retiree was an active employee.

D. Employees hired on or after July 1, 1996 shall receive City Blue health care, either individual or family coverage, with Prescription Plan. Any employee hired on or after July 1, 1996 who retires from employment with the City, either on regular or disability, shall receive City Blue health care for individual coverage only. Retired employees will be allowed to purchase, at the retired employee's expense, spousal coverage at the City's rate, and the City will agree to pay any rate increase over and above the cost of the spousal portion in all years after the employee completes one year of retirement. Said coverage shall be the same plan in effect when the retiree was an active employee. The city also agrees to provide, to the retiree's spouse upon

the death of the retiree, an individual plan at the same level of coverage as received by the retiree before his/her death.

E. Effective June 30, 2004, the City's primary health insurance plan shall be HealthMate Coast-to-Coast, with the coverage and benefits currently offered. Employees shall be offered the option of enrolling in the Classic plan, but only if the employee pays the entire difference in premium between the HealthMate plan and the Classic plan. Employees shall be given the opportunity to make their choice of health insurance plans during the next open enrollment period after March 2006.

Health insurance co-payments for doctors' office visits shall increase from \$10 to \$15; for visits to specialists from \$15 to \$20; for emergency room treatment from \$25 to \$100 (unless admitted to the hospital). Co-payments for prescription drugs will increase from \$0 for generic / \$3 for brand name to \$5 for generic / \$15 for brand name.

Effective on April 1, 2010 the City shall have the right to add, a third tier of \$30 to the current \$5 / \$15 prescription co-payment schedule.

F. The City shall provide, on an annual basis or as changes occur, a copy of current subscriber benefit booklet of listed benefits for any health care plan provided to employees.

G. The City agrees to provide health insurance coverage for domestic partners, as that term is defined by the health insurance provider, of the bargaining unit, provided the member and his/her domestic partner are able to satisfy all requirements for coverage as may be established by the health insurance provider, including but not limited to the affidavits attached hereto.

H. Effective July 1, 2010, all active members shall contribute \$780.00 annually to the premium for an individual health insurance plan and \$1,560.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2011, all active members shall contribute \$858.00 annually to the premium for an individual health insurance plan and \$1,716.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2012, all active members shall contribute \$936.00 annually to the premium for an individual health insurance plan and \$1,872.00 annually for a family plan, on a pre-tax basis.

I. Step Therapy

Members who are prescribed drugs requiring step therapy in the drug classes included in this program are required to use a generic alternative first, then the preferred select brand, before the brand drug requiring step therapy will be covered. If a particular drug class does not have an available generic alternative, the preferred select brand will be covered without a generic step.

Notwithstanding the above language, a member may use a prescribed brand drug requiring step therapy, without step therapy, if the member's treating physician who prescribed the medication provides written documentation stating that the use of this particular brand name medication is more clinically appropriate, along with supporting clinical documentation.

If the member insists on the prescribed brand drug requiring step therapy without going through the above steps and without appropriate clinical support from his/her physician, the member will be liable for the full cost of the drug.

Aside from the classes of drugs included in this program, this program also requires a mandatory generic provision on all multi-sourced brands in any drug category. This means that anytime a member requests the multi-sourced brand (brands for which an exact therapeutic one-to-one equivalent is available) the member must take the generic (unless the doctor provides documentation stating that this is not clinically appropriate for the member), to avoid paying a penalty of the difference between the cost of the generic and the cost of the brand, plus the third tier copayment. If the doctor provides documentation stating that this is not clinically appropriate, the member will be liable only for the third tier copayment.

J. Mandatory Mail Prescription Service

All members who are prescribed maintenance drugs are required to use the CVS/Caremark prescription drug-mail order service. Maintenance drugs are medications prescribed for chronic, long-term conditions that are taken on a regular, recurring basis. Examples of chronic conditions that may require maintenance drugs are: high blood pressure, high cholesterol, and diabetes among others. When a member is first prescribed a maintenance drug, they will be allowed one fill at a retail pharmacy before being required to utilize the mail service. If members do not order their maintenance medications through mail after one fill, they will be required to pay the full cost of the drug at retail.

The mail service shall provide a ninety (90) day supply of the medication, except as necessary by the characteristics of the medication.

When utilizing the prescription mail service and receiving a 90 day supply, the member shall be charged two (2) prescription co-pays instead of three (3).

K. For all firefighters who retire after March 12, 2012, and all retirees who have not yet attained the age of 65, health insurance coverage for retiree and / or spouse will automatically be converted to Plan 65, or whatever Medicare supplement plan is currently in effect for City retirees, or, at the option of the retiree, a Medicare – approved HMO with substantially equivalent benefits.

Section 2 - LIFE INSURANCE

The City shall provide life insurance of One Hundred Thousand Dollars (\$100,000.00) on the life of each member of the bargaining unit. The City shall provide life insurance in the maximum amount of Two Hundred Thousand Dollars (\$200,000.00) for each member of the Bargaining Unit who dies from injuries sustained while in the line of duty.

Section 3 - DELTA DENTAL

The City shall furnish Delta Dental Family Plan Benefits Level IV annual coverage for all members of the bargaining unit.

Subject to the rules and regulations of the dental service provider, the City will permit members of the unit to obtain additional level coverage on either individual or family plans with full-time student rider to age 25, said member to pay the additional premiums himself.

Section 4 - MEMBER KILLED IN THE LINE OF DUTY

Pursuant to Section 1(A) and/or 1(D) of this Article, whichever is applicable, the City agrees to give the family of a member killed in the line of duty the same medical and dental coverage as an active member, as applicable, of the Providence Fire Department receives.

ARTICLE XV

PROTECTION OF FIREFIGHTERS

It shall be the duty of the Fire Department to provide a safe and sheltered place for every member to ride while responding to fires and other emergencies. Present apparatus shall be equipped with enclosures during the term of this Agreement. ~~All new firefighting apparatus accepted by the Department after October 1, 1969 shall be equipped with bullet-proof lexan windows and enclosures.~~

A. Operating procedures during a civil disturbance shall be in accordance with the emergency operating procedures, Civil Disturbances of the Fire Department, Series 1969, General Order dated July 31, 1969.

B. (1) During the term of this Agreement the City agrees to install exhaust fans

or other adequate ventilation equipment in those firehouses where diesel exhaust is a problem. In addition, the City shall, no later than September 1, 1990, implement a program to address the acquisition of diesel emission control devices to augment fans presently in use, for the entire Department.

(2) The City agrees to complete installation by December of 2000 and maintain diesel emission removal systems (Trunk System) in all fire stations for all apparatus, and rescue vehicles. Apparatus at LaSalle Square and all other vehicles will continue to be equipped with No-Smoke exhaust systems which will be maintained. .

C. (1) All Providence Fire Department Aerial Devices and Fire Department ground ladders will be subjected to annual testing; aerial devices to be serviced per NFPA 1914 standards and ground ladders to be service tested per NFPA 1932 standards. Said tests will be conducted between January 1st and December 31st of each calendar year, commencing January 1, 1999. Time elapsed between testing of each aerial device and ground ladder shall be no more than twelve (12) months unless a written agreement to the contrary has been reached by the parties.

(2) Annual aerial device and ground ladder tests will be considered completed upon passing all required phases of NFPA 1914 or NFPA 1932 service tests, respectively.

(3) All aerial devices tested under NFPA 1914 and ground ladders tested under NFPA 1932 that do not pass all required phases of the service tests due to any failure will be repaired by the City of Providence and re-tested to meet NFPA 1914 or 1932 standards prior to the end of the calendar year in which the aerial device or ground ladder was tested.

(4) In the event that the City of Providence cannot certify to Local 799 that either the aerial device has passed all required NFPA 1914 standards or the ground ladder has passed all required NFPA 1932 standards by the end of the calendar year, said aerial device or ground ladder will be placed out of service for repairs unless a written agreement to the contrary has been reached by the parties.

(5) A copy of all tests performed in accordance with this Sub-Section C of this Section shall be provided to Local 799 within thirty (30) days of said tests.

D. The City shall provide bullet proof vests for each rescue vehicle and develop a policy in the discretion of the Commissioner of Public Safety for providing police backup as needed to rescue vehicles responding to rescue alarms.

E. The City shall, no later than September 1, 1990, begin the implementation of a three (3) to five (5) year apparatus acquisition program as shall be determined by the City.

F. The City shall maintain the National Fire Protection Association's standard for hearing protection as it exists as of July 1, 1990 and shall acquire the necessary equipment therefore.

G. The City shall maintain a hazard training program as required by Title III of the Super Fund Amendments and Reauthorization Act (SARA), as that requirement exists as of July 1, 1990.

H. All Providence Fire Department pumping apparatus will be subjected to an annual fire pump service test per NFPA 1911 standards. Said service test will be conducted between May 1 and October 31 of each calendar year. The annual service pump test will be considered completed upon passing all required phases of the NFPA 1911 service test. A pumping apparatus testing under NFPA 1911 that does not complete all required phases of the service testing due to any failure of the test will be repaired by the City of Providence and re-tested to meet NFPA 1911 standards prior to the end of the calendar year in which the apparatus was tested.

In the event that the City of Providence cannot certify to Local 799 that the fire pump has passed all required NFPA 1911 standards by the end of the calendar year, said apparatus will be placed out of service for repairs unless a written agreement to the contrary has been reached by the parties. A copy of all tests performed in accordance with this sub-section shall be provided to Local 799 within thirty (30) days.

ARTICLE XVI

Section 1- Grievance Procedure

Alleged grievances of the members of the bargaining unit in respect to wages, rates of pay or other terms and conditions of employment arising under this contract or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedures:

When an member feels he/she has a grievance he/she shall take the matter up with the Executive Committee of Local 799 within thirty (30) days of the date of occurrence or knowledge thereof. If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall, through the President or Vice President of Local 799, bring the grievance to the attention of the Chief of the Fire Department not later than thirty (30) days from the date of the receipt of the grievance.

The Chief of the Fire Department shall meet with the President or Vice President of Local 799 within ten (10) days of receipt of a request from the Executive Committee of Local 799. If either party feels it necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Fire Department and the President or Vice President of Local 799 for the purpose of discussing the grievance.

In addition to the foregoing procedure, Local 799 shall have the right to bring a grievance on behalf of any employee or on its own behalf. In such case a grievance shall be presented directly to the Chief of the Fire Department within thirty (30) days of the date of the occurrence of the alleged grievance. The Chief of the Department shall render a written decision within ten (10) days of said meeting.

In case a decision is not rendered within the time limit, the grievance may be processed to arbitration under Section 2 hereof.

Any disciplinary action taken against any employee covered by this agreement, including but not limited to removal, demotion, reduction in rank, or suspension (with or without pay), etc., shall be subject to the grievance procedure herein set forth. Each grievance will have to be initiated within thirty (30) days of the occurrence of the grievance, or, if neither the grievant nor the Union had knowledge of the occurrence at the time of it happening then within thirty (30) days of the first such knowledge by either the grievant or the Union.

Section 2 - Arbitration

If agreement cannot be reached via the method set forth in Section 1, Local 799 shall file a demand for arbitration with the American Arbitration Association. The proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties hereto except that the arbitrator shall not have the power to add to or subtract from the terms and conditions of this agreement.

Costs and expenses of the arbitrator shall be shared equally by the parties. Nothing contained herein shall prohibit or prevent the arbitrator from fashioning any remedy which the arbitrator deems appropriate unless otherwise delineated herein.

Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it

nor its members will engage in any strike, slowdown or concerted refusal to perform duties during the term of this Agreement, over any matter which is subject to final and binding arbitration under this article.

ARTICLE XVII

DETAIL PAY

A. All members of the bargaining unit who are required to report to private detail shall be guaranteed at least a minimum of four (4) hours pay at the rate of time and one-half.

B. Private details on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday, shall be compensated for at double the regular rate for detail pay. In determining whether the detail is worked on a particular day or not, the day will be considered to commence at 8:00 a.m. on the day of the holiday up to 8:00 a.m. on the day following the holiday.

C. As illustrative of the foregoing, Christmas Eve will be considering as beginning at 8:00 a.m. on December 24th and ending December 25th at 8:00 a.m.

D. (1) All private detail assignments will be given out by the Fire Prevention Bureau. They will be projected in advance as far as possible. A detail list will be prepared in July of each year by seniority in each rank of the members who desire private details.

(2) Whenever a private detail is given or refused, a copy will be sent to the President of the Union. The detail list will be posted in headquarters showing the disposition of all private details and will be open for inspection to any member of the department.

(3) Details will be assigned in accordance with seniority within the rank.

(4) Once a member has served a detail or has refused to serve a detail he/she shall not be assigned another one until all members have served a detail.

E. Any employee shall have the right to withdraw his/her name from the detail list at any time, but no employee's name shall be deleted from the detail list without his/her consent; however, the paid detail member may be removed from the paid detail list for the following reasons:

(1) when an assigned paid detail member fails to appear at members assigned paid detail;

(2) whenever a member is late for member's assigned paid detail;

(3) whenever the paid detail member leaves the paid detail without obtaining permission from the respective chief officer;

(4) whenever the paid detail member relinquishes the assigned paid detail to another member without permission of member's respective chief officer; or

(5) whenever the paid detail member violates any departmental rule or regulation while on the assigned paid detail.

F. Any employee who may be injured while on a private detail shall be entitled to the same rights, privileges and benefits as if he/she were injured while performing his/her duties for the City of Providence and shall be subject to all rules and regulations of the Providence Fire Department.

G. For every three (3) firefighters on detail there shall be a lieutenant; for each five (5) men/women on a detail there shall be a lieutenant and a captain.

H. The union shall have at any time after six (6) months from the date of this Agreement to reopen the matter of the pay for detail pay as provided in Paragraph (1) hereof, also the details on which double pay is paid for details under Paragraph (2) hereof.

I. Effective July 1, 1998, detail payments not paid by the vendor within sixty (60) days of the detail shall be paid by the City of Providence. Any other payments owed by vendors other than the Civic Center shall be paid in accordance with this sub-section.

ARTICLE XVIII

Section 1 - BUREAU OF OPERATIONAL CONTROL

The Bureau of Operational Control shall consist of five (5) groups, with three (3) men/women permanently assigned to each group. The Bureau of Operational Control shall be headed by a Captain Dispatcher. Each group shall be headed by a Man/Woman in Charge. There shall be a total of five (5) dispatch lieutenants who shall be uniformed members of the unit. The City of Providence Fire Department and/or the Director of Communications, or their designees, will use their best efforts to staff the Bureau of Operational Control to the levels set forth in this Section.

Section 2 - FIRE PREVENTION BUREAU

The Fire Prevention Bureau shall consist of at least two (2) Fire Prevention Lieutenants and one (1) Fire Prevention Captain and as many fire prevention inspector/investigators as deemed necessary by the Chief of the Department. Graduates of the Firefighters' School may, prior to their appointment as firefighters, be utilized on a temporary basis (one-hundred twenty (120) days or less) or part-time basis (less than twenty (20) hours per week), as fire prevention inspectors/investigators notwithstanding that they are not members of the bargaining unit or covered by this agreement unless as otherwise agreed to by the parties. As of July 1, 2010, the parties agree to eliminate the following positions: the four (4) fire prevention plan reviewers and the juvenile fire-setter coordinator when said positions become vacant in

accordance with Article IV, Section 1C. Members currently serving in the position(s) of juvenile fire-setter coordinator and fire prevention plan reviewers, upon ratification of this Agreement, shall remain in said positions until such time that said positions become vacant. Once the positions become vacant, the Department shall not be required to be fill the positions of fire prevention plan reviewer and juvenile fire-setter coordinator. Therefore Article I Section 1 Paragraph 2 shall not apply to the above named positions or the duties they perform.

Section 3 ~~FIRE RESCUE CAPTAINS~~

~~There shall be at least five (5) Fire Rescue Captains.~~

ARTICLE XIX

MINIMUM MANNING

~~The City agrees to the following minimum manning standards: Each of the fifteen (15) engine and eight (8) ladder companies shall be staffed by four (4) men/women, and each of the five (5) rescue vehicles shall be staffed by two (2) men/women. Special hazards shall run with one man/woman in addition to the three (3) men/women on the engine company. The City agrees that it will call back men/women whenever it is necessary to maintain this level of ninety-eight (98) men/women, including three chiefs, and that the City shall make available Two Hundred Thousand Dollars (\$200,000.00) to be used by the City to help defray the costs, if any, of maintaining a minimum manning level of ninety-eight (98) men/women, including three chiefs, on an annual basis. Chief Aides assigned to each Chief to be counted for Minimum Manning. As of July 1, 1991, Car 21 will have an Aide. At the completion of the Training School, Cars 22 and 23 will each have an Aide. The parties agree that four more personnel, in~~

~~addition to the foregoing, shall be added to the minimum complement, at such stations and companies as the parties shall agree to, immediately upon the completion of the Forty-Second (42nd) Division of Training School currently being established; the minimum complement of personnel to be on duty at all times thereafter, in accordance with the foregoing and Article XIX of the collective bargaining agreement, as is hereby amended, shall be ninety-eight (98).~~

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. Four (4) ladder companies shall be staffed by four (4) members and four (4) 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.

The City agrees that the engine and ladder companies currently staffed with a minimum of four (4) members on July 1, 2010 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-two (92) members.

Effective January 1, 2012 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-four (94) members.

The parties agree that any and all arbitration awards, agreements, addendums, MOUs or MOAs, grievances, pending arbitration cases or any other document(s) which may have been rendered, decided, agreed upon or relied on regarding any minimum apparatus standards or minimum staffing standards prior to the ratification of this Agreement by the parties shall have no force or effect and shall not be relied upon by either party after the ratification of this Agreement.

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, 2010 and through and including June 30, 2013, 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.

~~The city shall not be obligated to call back a fourth (4th) man/woman to fill a position due to leave of absence for those reasons set forth in Article IX, Section 2, Paragraphs D, E, and F, until the manning falls below 92 men/women per shift. This reduction in manning shall apply to no other provision in this Agreement. The parties agree that this reduction in manning shall be accomplished only by the department not including three (3) chiefs in the minimum manning compliment (thereby reducing manning from 98 to 95), and not being required to call back three (3) chief aides/chauffeurs (thereby reducing manning from 95 to 92). This reduction in manning from 98 to 92 in no way negates the requirement that the chiefs cars in Division 1 and in Battalion 2 and 3 shall be in service on each shift. For purposes of this paragraph, staffing on engines and ladders shall not be reduced to staff a chief's aide position.~~

ARTICLE XX

SUSPENSION

The City agrees that any member suspended for more than two (2) days for a violation of a departmental regulation shall be suspended with pay and shall be furnished a statement of charges within seven (7) days of said suspension. In addition, a department trial shall commence within twenty-one (21) days of the furnishing of said charges. Any member indicted by the grand jury for the commission of a felony shall be dealt with according to department rules and

regulations. Any suspension of a firefighter for two (2) days or less will be without pay. Said suspension will be subject to the grievance procedure under Article XVI.

ARTICLE XXI

DISABILITY PENSION - MEDICAL SERVICES

The City agrees that it will pay any and all medical expenses incurred by any retired member who has been placed on disability pension for medical services related to the injury or any recurrence of the injury which caused his/her disability and that it will reimburse such member for the above expenses incurred, except that any amounts paid for medical expenses by any medical insurer will be subtracted from the amount which the City will pay. In no event shall the parties attempt to impose cutbacks which result in an abridgment or take away of benefits previously granted to members of Local 799 who are currently subject to this section.

ARTICLE XXII

DIVE RESCUE TEAM

Any member of the Department Dive Rescue Team who is incapacitated by reason of an injury received or sickness contracted as a result of engaging in any department directed Dive Team operation, training drills or other activity, shall be entitled to all of the benefits as set forth in Article X of this agreement. The City shall replace any dive equipment owned by a Dive Team member which is damaged during a department directed Dive Team activity.

ARTICLE XXIII

MUTUAL AID

Whenever fire apparatus, excluding rescue apparatus, from another community is sent to the City for Mutual Aid and remains for one (1) hour, the Providence Fire Department shall call back three (3) off duty members to man such vehicles. Whenever fire apparatus, excluding rescue apparatus, leaves the City of Providence on Mutual Aid and remains out of the City for three (3) hours, three (3) members from the off duty group will be called back for each piece of equipment that leaves the City. These men/women will staff reserve equipment in the stations. In the event that no reserve is available, the men/women will be used to bring personnel back to original status. This policy shall not be in effect during the July 4th week.

Until March 12, 2012, where in the opinion of the Department the public safety so requires, the Department shall be allowed to use part-time or volunteer departments for mutual aid before all off-duty Providence firefighters are called back.

A copy of the Mutual Aid Agreement will be provided to the Union. Only paid, full time permanent Departments shall be utilized for Mutual Aid, unless all off duty members are called back and more personnel is required.

ARTICLE XXIV

CHILD OF FIREFIGHTER KILLED IN THE LINE OF DUTY

Effective July 1, 1996, the City of Providence and the Providence Fire Department will give preference for appointment to the Providence Fire Department to the child of any member who is killed, or dies from line of duty injuries, or is permanently disabled due to heart disease, lung disease, or cancer in accordance with R.I.G.L. §45-19-1 *et seq*, including paraplegia and

quadriplegia, and is placed on accidental disability pension; provided said child meets all physical and mental qualifications for appointment and passes any examinations required of applicants.

ARTICLE XXV

PENSION ESCALATION

The Unions proposal regarding a "new pension article" shall be required per the interest arbitration award AAA 11 390 02600 06 for Contract year 7/1/05 – 6/30/06.

A. The City agrees to provide the following cost-of-living adjustment (COLA) and pension benefits:

- a. 3% compounded COLA;
- b. All members' base pension amounts shall be based upon the average of the members three (3) highest years base salary plus longevity;
- c. The COLA will be applied on the January first following the member's third (3rd) anniversary, on all annual pension amounts received.
- d. Members shall contribute 9.5% of their base pay as an employee contribution.

B. Effective July 1, 2010, the City agrees to provide the following cost of living adjustment (COLA) for members hired on or after July 1, 2010.

- a. 3% Non-compounded COLA;

- b. All members' base pension amounts shall be based upon the average of the members three (3) highest years base salary plus longevity;
- c. The COLA will be applied on the January first following the member's third (3rd) anniversary, on all annual pension amounts received.

C. Effective July 1, 2010, the pension contribution rate for all members shall be set at 8% (i.e. effective upon the date of ratification of this agreement, the current 9½% contribution rate shall be reduced to 8%). As of the date of the reduction in pension contribution, members shall contribute the following amounts: 8% to the City of Providence Retirement System; and 1½% to be set aside in an OPEB Trust Fund to be administered by the City.

D. Effective July 1, 2010, anyone hired on or after said date who elects to retire after his/her 20th and before his/her 23rd anniversary date of hire will receive the percentage of pension benefit calculation attributable to the member's years of service but shall not begin to receive payment of any pension benefit until the member's 23rd anniversary date of membership in the Retirement System (23rd anniversary date to be counted from the member's original date of hire, but excluding any breaks in service or purchased time); further, a member who retires and is subject to this provision will receive any COLA payment he/she may be entitled to in the January of the year following his/her third anniversary of receiving pension benefit payments in accordance with this section.

<u>Eligible Years of Service:</u>	<u>Designated Percentage:</u>	<u>Payment begins:</u>
20 Years of service	50%	<u>23rd anniversary date of membership in the Retirement System</u>
21 Years of service	52%	
22 Years of service	54%	

ARTICLE XXVI

CO-OPERATION

The Union agrees that it will cooperate with the City in order to achieve maximum utilization of the members of the bargaining unit. To this end, the Union agrees that it will take all appropriate steps to discourage the abuse of sick leave or leave for injury on duty or other leaves under this Collective Bargaining Agreement and agrees that it will take affirmative steps to inform its membership of the impropriety of such abuse and possible disciplinary action taken against members of the Bargaining Unit who may be found guilty of such abuses.

ARTICLE XXVII

PRE-PAID LEGAL SERVICES

~~The City agrees to assume the full cost for coverage on a Pre-paid Legal Services Corporation of Rhode Island underwritten by Midwest Mutual Insurance Company which is supported by the Rhode Island Bar Association. The City shall assume the cost of the premium for coverage under the Basic Midwest Policy for single members and the cost of the Family Plan Coverage for married members.~~

The City shall contribute to a Health and Welfare fund established by the Union at a cost of Seventy-Five Thousand (\$75,000.00) Dollars per year for each fiscal year of this contract. Said funds shall be payable ~~twenty (20) days of the signing of this Agreement~~ within sixty days (60) after the City budget becomes law.

In order to provide the funds to pay for the benefit, the Union agrees to permanently forego the July 1 issuance of shoes to each member of the Department as previously provided in Article VIII of this agreement.

ARTICLE XXVIII

EAP TRUST FUND PROGRAM

EMPLOYEES ASSISTANCE PROGRAM TRUST FUND

Effective July 1, 1998 ~~2010~~, the City shall contribute funds of \$5,000 ~~thirty thousand~~ dollars (\$30,000) per year to the Union's Employees Assistance Program Trust Fund Program. Said funds shall be payable within sixty days (60) after the City budget becomes law. ~~on the first day of July each year.~~ Said funds are to be used for the training of committee members in order to assist members of the department who are enrolled in the EAP program. The Union, prior to receipt of the above monies, shall present to the City a copy of the Trust Document establishing the Employees Assistance Program Trust Fund Program.

ARTICLE XXIX

COMPLETE UNDERSTANDING

This Agreement constitutes the entire agreement and complete understanding between the City and the Union arrived at as the result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this agreement.

ARTICLE XXX

DURATION

This Agreement shall be for the term beginning July 1, 2007 ~~2010~~ and ending June 30, ~~2010~~2013.

The parties agree that the terms and conditions of this July 1, ~~2007~~ 2010 to June 30, ~~2010~~ 2013 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.

IN WITNESS WHEREOF, the said City of Providence has caused this instrument to be executed and its corporate seal to be affixed thereto by its Mayor, hereunto duly authorized, and said Local 799, International Association of Firefighters, AFL-CIO, has caused this instrument to be signed by its President, thereunto duly authorized on the day or date first above written.

CITY OF PROVIDENCE

By: _____
Mayor

**LOCAL 799, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO**

By: _____
President