

RESOLUTION OF THE CITY COUNCIL

No. 650

Approved September 29, 2000

Resolution, Together with accompanying copy of Collective
Bargaining Agreement for July 1, 1999 to June 30, 2001 by and between the City
of Providence and Providence Fire Fighters, Local 799, IAFF.

IN CITY COUNCIL
SEP 21 2000
READ AND PASSED


PRES.


CLERK

APPROVED

SEP 29 2000


MAYOR



Finance Department
"Building Pride In Providence"

June 30, 2000

The Honorable Kevin Jackson
Chairman, Finance Committee
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

Dear Councilman Jackson:

I have analyzed the financial impact of the proposed firefighter's contract for fiscal years 2000 and 2001, and the results are as follows:

- ◆ Salary Increases: The proposed increases of 3.25% effective January 1, 2000 and 3.75% effective July 1, 2000 will result in total costs of approximately \$1,105,000.
- ◆ Pay Differentials: The Car 79 position and the D.O.T. Captain will receive pay differentials of 12%. The Car 56 position will receive a pay differential of 9% and the Fire Prevention Reviewer will receive a 3% pay differential. In addition, the Air Supply Man, the Person-In-Charge Carpenter Shop and the Person-In-Charge-Supply Room will be paid at the rate of a captain. Finally, the Juvenile Firesetter and the Fire Training Instructor will be paid at the rate of a lieutenant.

The total cost of these pay differentials and salary charges is \$55,000.

- ◆ Attendance Bonus: The attendance bonus paid to those employees that work the entire year without using a sick day will increase from \$250 to \$500. Based on the number of employees that received this bonus in recent years, it is expected that this change will result in approximately \$5,000 in increased costs.
- ◆ Union Activities: The City will be responsible to pay up to \$10,000 annually for union officials to attend any five (5) conventions, conferences or seminars. This represents an annual increase of \$2, 000 over the prior contract.

- ♦ Health Coverage: Health coverage will be offered to the domestic partners of fire employees. While it is not possible to forecast the exact cost of this change, it is expected that the cost will be minimal.

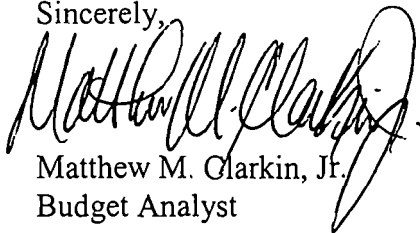
For employees hired on or after July 1, 1996, the City agrees to provide, to the retiree's spouse upon the death of the retiree, an individual plan at the same level of coverage as received by the retiree before his/her death. This provision will result in additional costs, however, because the employees involved will not be eligible for regular retirement until 2016, additional costs will not be realized for some time.

- ♦ EMT-C Certification: All members will be allowed time off from regularly scheduled shifts to attend EMT-C certification school. This addition to the contract should result in small savings to the City. The savings will come from the fact that currently members are paid to attend EMT-C certification school even when they were not on a regularly scheduled shift.

The net effect of this contract is an increase of approximately \$1,170,000 to the fire budget.

Alex Prignano and myself will be available to meet with you and the Finance Committee at your convenience to discuss this contract in more detail.

Sincerely,



Matthew M. Glarkin, Jr.
Budget Analyst

Cc: Council Members
Alex Prignano, Finance Director
Artin Coloian, Mayor's Chief of Staff
Boyce Spinelli, Dir. of Administration
Jim Lombardi, Internal Auditor
Kathy Moretti, Personnel Director
John Partington, Commissioner of Public Safety

VIA FACSIMILE

July 28, 2000

The Honorable Kevin Jackson
Providence City Council
25 Dorrance Street
Providence, Rhode Island 02903

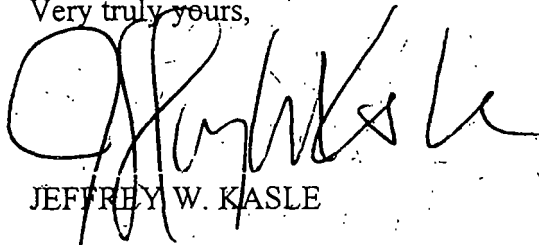
Re: **City of Providence and International
Association of Fire Fighters, Local 799**

Dear Chairman Jackson:

Enclosed please find for transmittal to your committee and the City Council a copy of the collective bargaining agreement between the City of Providence and the International Association of Fire Fighters, Local 799. Also enclosed is a corresponding fiscal note.

If you have any questions, please feel free to contact me.

Very truly yours,



JEFFREY W. KASLE

JWK/kap

cc: The Honorable Vincent A. Cianci, Jr.
Artin Coloian, Esq.
Chief James Rattigan
Mr. Alex Prignano
Mr. George Farrell

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**Tentative Collective Bargaining Agreement for
July 1, 1999 to June 30, 2001
Between the
City of Providence and
Providence Fire Fighters Local 799 IAFF**

1. 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.

2. Addition to Article I; Section 2 – Union Security

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.

3. Article I; 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.

4. Article IV; Section 2 – Bid System; Subsection C:

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.

5. Article IV; Section 2 – Bid System; Subsection F:

F. This system shall not apply to chief's 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 (12% pay differential), car 56 (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), 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. 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, in the above referenced positions shall remain in said positions.

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 & 79, 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 in order to bid for car 79.

Members assigned to Car 56 as of the date of ratification of this agreement will have the option of receiving the 9% pay differential and being on call with the pager and if called will receive compensation per Article VI, Section 4. 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 those 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 when no current Car 56 member who is receiving the 9% is available for 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 to ensure coverage.

When Car 79 is available during normal business hours, Monday through Friday, Car 79 shall cover the day shifts from 0700 hours to 1700 hours. Substitutions shall be allowed with other members of Car 56 and 79, 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 waiting list will be transferred into Car 56 for coverage. If no personnel are available on the waiting list, members assigned to Car 79 will be placed into a rotation with Car 56 members to insure continued coverage by use of the paging system.

6. Article IV; Section 4 – Promotions; Subsection F

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

7. Article VI; Section 1 – Hours

The regular work week 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.

8. Addition to Article VI; Section 6 – Call Back

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.

9. Addition to Article VI; Section 6 – Call Back

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.

10. Article VII; Section 4 - Vacation Schedule, Firefighting Force; Subsection A;

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.

11. Article VII, Section 5 - VACATION SCHEDULE, SPECIAL SERVICES

Vacations for members of the special services division, 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.

12. Article VIII – Clothing Provision; Paragraph B

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.

13. Article IX; Section 2 – Reasons for Leave of Absence; Subsection A

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.

14a. Change to 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. Three (3) 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.

14b. Article IX; Section 2 – Reasons for Leave of Absence; Subsection H

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

15. Article IX; 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.

16. Article X; Section 4 – Light Duty; Subsection F

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.**

Article XIII; Section 1 – Salary for the Firefighters

Salaries for all uniformed members of the City of Providence Fire Department shall reflect a 3.25% salary increase effective January 1, 2000; and a 3.75% salary increase effective July 1, 2000.

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.) due from the 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.

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

| <u>Position</u> | <u>1/1/2000</u> | <u>7/1/2000</u> |
|---|-------------------|-----------------|
| <u>Fire Prevention/Arson Captain</u> | <u>\$1,073.58</u> | <u>1,113.84</u> |
| <u>D.O.T. Fire Captain</u> | <u>1,073.58</u> | <u>1,113.84</u> |
| <u>Fire Captain</u> | <u>958.55</u> | <u>994.50</u> |
| <u>Fire Rescue Captain</u> | <u>958.55</u> | <u>994.50</u> |
| <u>Captain Dispatcher</u> | <u>958.55</u> | <u>994.50</u> |
| <u>Person In Charge</u> | | |
| <u>Carpenter Shop</u> | <u>958.55</u> | <u>994.50</u> |
| <u>Person In Charge</u> | | |
| <u>Supply Room</u> | <u>958.55</u> | <u>994.50</u> |
| <u>Person In Charge</u> | | |
| <u>Air Supply/O² Filling Station</u> | <u>958.55</u> | <u>994.50</u> |
| <u>Fire Lieutenant</u> | <u>878.64</u> | <u>911.59</u> |
| <u>Fire Prevention Lieutenant</u> | <u>878.64</u> | <u>911.59</u> |
| <u>Fire Rescue Lieutenant</u> | <u>878.64</u> | <u>911.59</u> |

| | | |
|---|---------------|---------------|
| <u>Training Instructor</u> | <u>878.64</u> | <u>911.59</u> |
| <u>Juvenile Fire Setter Coordinator</u> | <u>878.64</u> | <u>911.59</u> |
| <u>Chauffeur or Rescue Technician</u> | <u>837.71</u> | <u>869.12</u> |
| <u>Grade 1 Firefighter/Car 79</u> | <u>893.55</u> | <u>927.06</u> |
| <u>Grade 1 Firefighter/Car 56</u> | <u>869.62</u> | <u>902.22</u> |
| <u>Grade 1 Firefighter/Plan</u> | | |
| <u>Reviewer</u> | <u>821.75</u> | <u>852.56</u> |
| <u>Grade 1 Firefighter 1st year</u> | | |
| <u>after appointment</u> | <u>797.81</u> | <u>827.73</u> |
| <u>Grade 2 Firefighter</u> | <u>774.34</u> | <u>803.38</u> |
| <u>Grade 3 Firefighter</u> | <u>714.51</u> | <u>741.30</u> |

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

18. Article XIV; Section 1 – Blue Cross, Physicians Service; Subsection A & B

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 Healthmate 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 Healthmate 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.

19. **Article XIV; Section 1 – Blue Cross, Physicians Service; Subsection C, last paragraph**

The City agrees to add City Blue Coast-to-Coast 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.**

20. **Article XIV; Section 1 – Blue Cross, Physicians Service; Subsection D**

D. Employees hired on or after July 1, 1996 shall receive City Blue Coast-to-Coast 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 Coast-to-Coast 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.**

21. Article XIV; Section 1 – Blue Cross, Physicians Service; Subsection E

E. 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.

22. Article XIV; Section 1 – Blue Cross, Physicians Service; Subsection F (New Section)

F. The City agrees to provide health insurance coverage for domestic partners, as that term is defined by the health insurance provider, for members 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.

23. Article XIV; Section 3 - DELTA DENTAL

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

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.

24. Article XV – Protection of Firefighters; Section B; Subsection 2

(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.

25. 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 a 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 or his/her designee not later than thirty (30) days from the date of the receipt of the grievance.

The Chief of the Fire Department or his/her designee 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 or his/her designee 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 member or on its own behalf. In such case a grievance shall be

presented directly to the Chief of the Fire Department or his/her designee within thirty (30) days of the date of the occurrence of the alleged grievance occurrence or knowledge thereof. 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.

26. Article XXVIII

EAP TRUST FUND PROGRAM

Effective July 1, 1998, the City shall contribute funds of \$5,000 per year to the Union's EAP Trust Fund Program. Said funds shall be payable 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 enrolled in the program.

The Union, prior to receipt of the above monies, shall present to the City a copy of the Trust Document establishing the EAP Program.

27. Article XXX

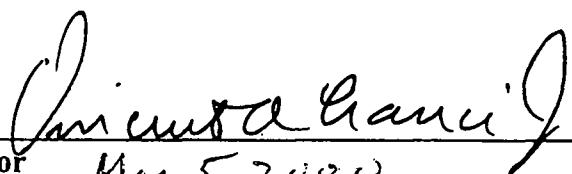
DURATION

This Agreement shall be for the term beginning July 1, 1999 and ending June 30, 2001.

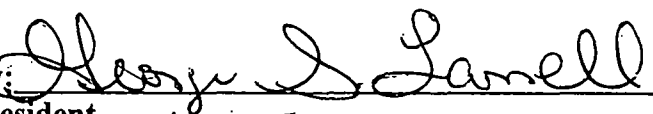
The parties agree that the terms and conditions of this July 1, 1999 to June 30, 2001 Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

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 May 5, 2000

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

By: 
President May 5, 2000

DECLARATION OF DOMESTIC PARTNERSHIP

1. We hereby certify that, as same-sex domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:

We have been each other's sole domestic partner and have shared a common residence for at least twelve (12) consecutive months and we have every intention of remaining indefinitely in the relationship. (Please complete the Certification of Residency form included with this packet.)

Neither of us is married to anyone else.

We are jointly responsible for each other's common welfare and basic living expenses.

We are both at least eighteen (18) years old and are mentally competent to consent to contract.

We are by law adults and are not related by blood closer than would bar marriage in our state of legal residence.

2. We agree to notify the Providence Fire Department if the status of this relationship changes – including termination of the relationship or failure to meet any of the above criteria – by filing a Change of Status form no later than thirty (30) days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of twelve (12) months after filing a Change of Status form or twelve (12) months after coverage has been canceled.

3. I understand that under current tax regulations, the Providence Fire Department is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the Providence Fire Department's contribution to the benefit plan related to covering my partner or my partner's dependent children.

Please note: After consulting with your tax advisor, if your domestic partner and his/her dependent children are considered your "dependents" as defined under Section 152 (a) (9) of the Internal Revenue Code, you will need to complete the Tax Certification of Dependency form.

4. We understand that the coverage elected will remain in effect will remain in effect until any of the following occurs:

The next plan year in which the coverage is changed;

Termination from benefit plan due to ineligibility takes place;

The domestic partnership is terminated;

The death of the enrolled domestic partner; or,

A change in the eligibility status of my partner's children (if applicable) takes place.

We understand that the information contained in this Declaration is confidential and is being provided for the sole purpose of determining eligibility for benefits.

We affirm that the statements attested to in this Declaration are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Providence Fire Department for any expenses incurred as a result of any false or misleading statement contained in this Declaration. It is further understood that a false statement could result in disciplinary or legal action, including termination of employment at the Providence Fire Department.

Employee Signature

Date

Domestic Partner Signature

Date

Employee Social Security #

Domestic Partner Social Security #

CERTIFICATION OF RESIDENCY

Employee Name

Domestic Partner Name

For same-sex domestic partners to be eligible for health coverage, both you and your partner must demonstrate that, for at least the past 12 months, you have been jointly responsible for each other's common welfare and financial obligations.

To verify this mutual commitment, you will need to provide two documents showing evidence of this (as required by the insurance carriers). At least one of these documents must verify your common household address.

Suggested documentation includes the following; please check which you are providing:

- ☐ Documents showing joint mortgages or leases showing joint tenancy;
- ☐ Canceled rent checks (for last 12 months) showing payments on a common household;
- ☐ Documents verifying the designation of domestic partner as primary beneficiary on life and/or retirement contracts;
- ☐ Documents showing joint ownership of a motor vehicle;
- ☐ Documents verifying joint credit accounts;
- ☐ Wills listing one another as beneficiary;
- ☐ Documents showing the execution of a durable power of attorney naming the domestic partner;
- ☐ Voter registration cards or voting records showing a common household;
- ☐ Passports showing a common household; and,
- ☐ Other documentation showing that the persons satisfy the common-household residency requirements.

Please attach copies of two of the above documents and forward along with your completed Declaration of Domestic Partnership form.

Note: The information contained in these documents will be treated as confidential.

MEMORADUM OF AGREEMENT

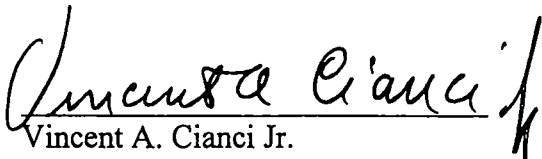
In order to continue to try to resolve the ongoing pension issues and COLA, Article XXV of the Collective Bargaining Agreement for the members of Providence Fire Fighters Local 799 of the International Association of Fire Fighters, AFL-CIO, the parties agree to voluntarily submit to non-binding mediation to reach a settlement on the above-cited issue.

The individual who will act as mediator in the process will be Charles T. Schmidt, Jr. Ph.D. The mediation process will continue as long as the mediator, the city, and the union feel that resolution of the issue will be reached.

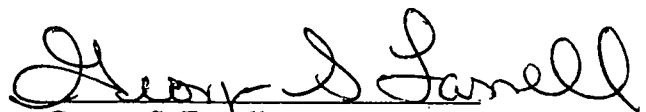
In order for the resolution of the issue to take place both parties, the union and the city, will follow a meeting schedule set up by the Mediator. If there is no mediated resolution to the pension issues and COLA issue, the matter will become immediately subject to binding arbitration in accordance with Title 28 of the Fire Fighters Arbitration Act, Chapter 9.1 Rhode Island General Laws.

Date: 5 May 2000

For the City of Providence:


Vincent A. Cianci Jr.
Mayor, City of Providence

For the Union:


George S. Farrell
President, Local 799, IAFF
AFL-CIO