

**Collective Bargaining  
Agreement  
between**

**The City of Providence**

**and**

**Local 799  
International Association of  
Firefighters, AFL-CIO**

**July 1, 1999  
to  
June 30, 2001**



|   |        |
|---|--------|
| Section 2 - VACATION PERIOD                       | 26     |
| Section 3 - VACATION REQUESTS                     | 26     |
| Section 4 - VACATION SCHEDULE, FIREFIGHTING FORCE | 27     |
| Section 5 - VACATION SCHEDULE, SPECIAL SERVICES   | 28     |
| Section 6 - SPECIAL VACATIONS                     | 28     |
| Section 7 - SPLIT VACATIONS                       | 28     |
| Section 8 - PAID HOLIDAYS                         | 29     |
| <br>ARTICLE VIII                                  | <br>29 |
| CLOTHING PROVISION                                | 29     |
| <br>ARTICLE IX                                    | <br>30 |
| Section 1 - LEAVE OF ABSENCE                      | 30     |
| Section 2 - REASONS FOR LEAVE OF ABSENCE          | 31     |
| Section 3 - ATTENDANCE BONUS                      | 33     |
| Section 4 - SEVERANCE PAY                         | 34     |
| Section 5 - COMPENSATORY TIME                     | 35     |
| <br>ARTICLE X                                     | <br>35 |
| Section 1 - INJURIES                              | 35     |
| Section 2 - HYPERTENSION-HEART ATTACK-CANCER      | 36     |
| Section 3 - MEDICAL CARE FOR INJURIES             | 36     |
| Section 4 - LIGHT DUTY                            | 43     |
| Section 5 - MATERNITY LEAVE                       | 45     |
| <br>ARTICLE XI                                    | <br>46 |
| FAMILY MEDICAL LEAVE ACT                          | 46     |
| <br>ARTICLE XII                                   | <br>47 |
| RULES   | 47     |
| <br>ARTICLE XIII                                  | <br>47 |
| Section 1 - SALARY FOR THE FIREFIGHTERS           | 47     |
| Section 2 - BI-WEEKLY PAYROLL                     | 49     |
| Section 3 - LONGEVITY SUPPLEMENT                  | 49     |
| <br>ARTICLE XIV                                   | <br>50 |
| Section 1 - BLUE CROSS, PHYSICIANS SERVICE        | 50     |
| Section 2 - LIFE INSURANCE                        | 53     |
| Section 3 - DELTA DENTAL                          | 53     |
| Section 4 - MEMBER KILLED IN THE LINE OF DUTY     | 54     |

|   |    |
|---|----|
| ARTICLE XV                                      | 54 |
| PROTECTION OF FIREFIGHTERS                      | 54 |
| ARTICLE XVI                                     | 57 |
| Section 1 - GRIEVANCE PROCEDURE                 | 57 |
| Section 2 - ARBITRATION                         | 58 |
| ARTICLE XVII                                    | 59 |
| DETAIL PAY                                      | 59 |
| ARTICLE XVIII                                   | 61 |
| Section 1 - BUREAU OF OPERATIONAL CONTROL       | 61 |
| Section 2 - FIRE PREVENTION BUREAU              | 62 |
| Section 3 - FIRE RESCUE CAPTAINS                | 62 |
| ARTICLE XIX                                     | 62 |
| MINIMUM MANNING                                 | 62 |
| ARTICLE XX                                      | 64 |
| SUSPENSION                                      | 64 |
| ARTICLE XXI                                     | 64 |
| DISABILITY PENSION - MEDICAL SERVICES           | 64 |
| ARTICLE XXII                                    | 65 |
| DIVE RESCUE TEAM                                | 65 |
| ARTICLE XXIII                                   | 65 |
| MUTUAL AID                                      | 65 |
| ARTICLE XXIV                                    | 66 |
| CHILD OF FIREFIGHTER KILLED IN THE LINE OF DUTY | 66 |
| ARTICLE XXV                                     | 67 |
| PENSION ESCALATION                              | 67 |
| ARTICLE XXVI                                    | 68 |
| CO-OPERATION                                    | 68 |
| ARTICLE XXVII                                   | 69 |
| PRE-PAID LEGAL SERVICES                         | 69 |

|                        |    |
|------------------------|----|
| ARTICLE XXVIII         | 70 |
| EAP TRUST FUND PROGRAM | 70 |
| ARTICLE XXIX           | 70 |
| COMPLETE UNDERSTANDING | 70 |
| ARTICLE XXX            | 71 |
| DURATION               | 71 |

## 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 29 day of Sept, 2000 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, and 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 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/O<sup>2</sup> 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 of 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/O<sup>2</sup> 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

callback 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 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 Car 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 (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.

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 members 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 XVI 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 - EMT CERTIFICATION

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-A). Any such member who applies for re-certification and who makes a good faith effort to obtain re-certification but fails the examination required for re-certification shall be allowed a period of eighteen (18) months from the date of failure of said examination to achieve re-certification. The City shall provide at its expense all reasonable training expenses, supplies and equipment for any such member seeking re-certification.

In addition, all members appointed prior to July 1, 1989 and currently certified as an EMT-A 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, callback 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, callback 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 the Department and the Union President.

The regular workweek 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 - CALLBACK 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 payday of the second week following the calendar week in which the overtime is worked.

Members assigned to the Bureau of Operational Control shall receive an hourly rate of overtime pay equal to time and one-half of one-thirty-sixth (1/36) of the employee's weekly salary. Overtime will be paid on the pay day of the second week following the calendar week in which the overtime is worked.

Section 6 - CALLBACK

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

Callback duty in the fire force shall be controlled by the Deputy Assistant Chief who is on duty when callback is anticipated.

As determined by the Deputy Assistant Chief that callback personnel will be required to properly man the on-coming shift, the shift currently on duty will be utilized to perform the assigned callback.

Members will be called for callback 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 callback is needed, and if the callback duty is refused, he/she will not be called again for callback duty until the rest of the members of his/her group have been called. Callback duty shall be distributed as equally as possible among the members in each group and for this purpose a member who refuses a callback 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 callbacks than other groups, then callbacks 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 tillerman, EMT-A 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 callback for the member awarded the work.

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

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 callback. This list will be used to equalize callback.

The bargaining unit shall have the opportunity to match their callback information with the department's information to prepare equalization lists. All callback over ten (10) hours will be considered a callback. Members who desire a short callback, which is defined as less than ten (10)

hours will sign a Form #17 requesting said short callback. A master list will be kept by seniority. Once a member has worked a short callback he/she will not be called until all others have had an opportunity to receive a short callback.

Assignment of short callback 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 callback 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 4<sup>th</sup> 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.

## 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 of service, and in each calendar year thereafter, sixteen (16) working days' vacation.

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

F. 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. 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.

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, 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

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    |

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

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 chiefs aides, shall be Six Hundred Seventy Dollars (\$670.00).

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.

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. Three (3) days per year of the accumulated fifteen (15) leave of absence days

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.

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. 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, Reasons for Leave of Absence. 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 firefighter 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 - 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 - 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.

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 ten (10) 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, pursuant to Sections C and D of Article X, that said member is expected to fully recover and return to his/her full firefighting duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task

##### B. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training,

Carpenter Shop, Air Supply/O<sup>2</sup> Filling Station, Supply Room or the Department's headquarters. 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 firefighter 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.

#### 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 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 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 (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> |
|---|-----------------|-----------------|
| 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 <sup>2</sup> 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. 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 shall 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.

#### Section 2 - BI-WEEKLY PAYROLL

The City shall have the option of instituting 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 salary for the current contract year and be paid in one lump sum to said employees at the end of the fiscal year.

The payment shall be made as follows:

| <u>Percentage of<br/>Annual Salary<br/>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, the following schedule shall apply for members hired on or after July 1, 1996:

| <u>Percentage of<br/>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%                                    | 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 - 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 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.

C. 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 active employees who were hired

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. 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.

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.

### Section 2 - LIFE INSURANCE

The City shall pay for life insurance of Fifty Thousand Dollars (\$50,000.00) on the life of each member of the bargaining unit. The City shall pay for life insurance in the maximum amount of One Hundred Thousand Dollars (\$100,000.00) 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.

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 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.

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

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 bulletproof 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 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 Fire 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 its 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 or subtract from the terms and conditions of this agreement.

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 Fire 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 its 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 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 member's 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.

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).

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.

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 chief's 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 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.

## 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.

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 City agrees to provide the following increased cost-of-living adjustment and the Union agrees to the following increased pension contribution subject to the parties successfully seeking proper legislative approval of the necessary modifications to the provisions of the City of Providence Retirement Act, (PL 1923, Chapter 489, as amended) as set forth in a Memorandum of Agreement between the Union and the City dated 5/15/1990.

In lieu of the current three percent (3%) non-compounded cost-of-living adjustment, a four percent (4%) compounded cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1990; and a five percent (5%) compounded cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1991; and consistent with the consent decree cost-of-living adjustment for members of the Fire Department of the City who retire on or after July 1, 1994 and all who retire after January 1, 1989, six (6%) percent compounded.

Effective July 1, 1990 the percentage contribution required of members of the Fire Department of the City shall be increased by three-quarters of one percent (3/4%); and effective July 1, 1991 an additional three-quarters of one percent (3/4%).

The Union agrees that the increased pension contribution as set forth above shall also apply to the June 30, 1990 longevity supplement provided in Article XIII, Section 3 of this agreement.

The City agrees that any member who retires on or after May 15, 1990 shall receive these benefits as if they had retired on July 1, 1990.

The City agrees that should the annual cost estimate for the above Pension Act modifications is less than the cost as determined by the Pension System Actuary on an annual basis (\$535,000.00), the City shall allocate the difference to the winter minimum staffing allocation as set forth in Article XIX of this Agreement.

The City agrees to request a revised estimate of the cost of this escalation from the Pension System Actuary each January, said estimate to be provided to Local 799 upon receipt. The Union shall have the right to seek independent verification of the Actuary's estimates and final annual cost breakdown.

In accordance with R.I.G.L. §28-9.1 *et seq*, the parties agree to arbitrate the pension/COLA issues for the 1996-1999 Agreement.

## 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 also contribute to a supplemental legal services fund established by the Union to augment the above referenced legal coverage 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 within twenty (20) days of the signing of this Agreement. The Union agrees that the above referenced legal service coverage shall not be used by a member who may become involved in a legal dispute with the City. 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

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.

## 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, 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: Vincent Gauri  
Mayor

LOCAL 799, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO

By: Greg S. Farrell  
President

## 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 Certificate of Residency 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 the coverage elected 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 last 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 the 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.

## MEMORANDUM OF AGREEMENT

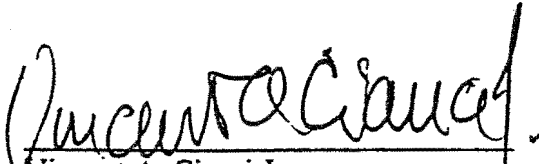
In order to continue to try to resolve the ongoing pension issues and COLA, Article XXV of the Collective Bargaining Agreement for the members of Providence Fire Fighters Local 799 of the International Association of Fire Fighters, AFL-CIO, the parties agree to voluntarily submit to non-binding mediation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

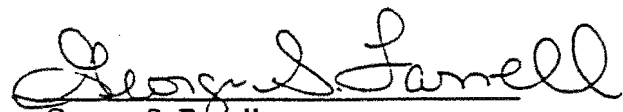
In order for the resolution of the issue to take place both parties, the union and the city, will follow a meeting schedule set up by the Mediator. If there is no mediation resolution to the pension issue and COLA issue, the matter will become immediately subject to binding arbitration in accordance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

Date: 29 Sept. 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

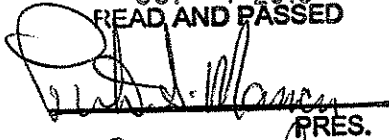
# RESOLUTION OF THE CITY COUNCIL

No. 291

Approved October 13, 2010

Resolution, Together with accompanying copy of Tentative Agreement for the period of July 1, 2007 to June 30, 2010, 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



A handwritten signature in black ink, appearing to read "W. J. M...", written over a horizontal line.

PRES.



A handwritten signature in black ink, appearing to read "A. M. S...", written over a horizontal line.

CLERK

APPROVED



A large, stylized handwritten signature in black ink, written over a horizontal line.

MAYOR

10/13/10



Administration

David N. Cicilline, Mayor | Richard Kerbel, Director

April 9, 2010

Peter S. Mancini  
President  
Providence City Council  
C/o City Clerk's Department  
City Hall  
Providence, RI 02903

RE: Providence Firefighter's Local 799 Contracts

Dear Mr. President and Members of the City Council:

Enclosed please find Tentative Agreements (Contracts) for Firefighter's Local 799. The first document reflects contract years 2007-2010, and the second reflects contract years 2011-2013.

I respectfully submit both contracts for your deliberation and approval. If you should have any questions, please feel free to contact me at any time.

Sincerely,

Dr. Richard Kerbel  
Director of Administration

RK/rm  
Enclosures

PROVIDENCE THE CREATIVE CAPITAL

25 Dorrance Street Providence, Rhode Island 02903 | 401 421 2489 OFFICE | 401 455 9827 FAX  
[www.providenceri.com](http://www.providenceri.com)

July 1, 2007 – June 30, 2010

# 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 22 day of March, 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 §28-9.2 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, 2007 to June 30, 2010, 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 VI Section 6 - Call-Back

The parties agree to amend Section 6 to provide sworn officers if necessary to fill said call-back position should the minimum staffing level fall below 92 for the on coming shift.

2. Article VII, Section 8 - Holidays

The Union hereby agrees to forego the 2010 Rhode Island Independence Day Holiday payment.

3. Article VIII Clothing Provision

A. The Union hereby agrees to waive without any limitations or restrictions the 2010 annual clothing maintenance allowance for members of the Union.

B. The Union hereby agrees to waive without any limitations or restrictions the 2010 annual clothing issue to the members of the Union.

4. Article IX. Section 3 - Attendance Bonus

The parties agree to delete this section.

5. Article X Section 3 – Medical Care For Injuries

The parties agree to add a new section which provides that when a member returns to his/her full duty assignment, after being out of work injured in the line of duty, said member shall be afforded the opportunity to make up the missed call-back that said member missed while the member was on injured on duty status.

6. Article XIII Section 1 – Salary for the Firefighters

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

- a. Effective 1/1/08 (07-08) 1.00%
- b. Effective 1/1/09 (08-09) 2.00%
- c. Effective 7/1/09 (09-10) 0.00%

2. Retroactive compensation to be paid as follows:

The City agrees to pay the base salary portion of retroactive monies due from the interest arbitration awards AAA 11 390 02600 06 Contract Year 2005-06 and AAA 11 390 02701 06 Contract Year 2006-07 prior to June 30, 2010.

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.

7. Article XIII Section 3 – Longevity Supplement

A. The parties agree to amend this section to provide that the longevity supplement shall be computed on the basis of the employee's base salary for the prior contract year and be paid in one lump sum to said employees beginning on or before November 30, 2010 and continuing thereafter on or before November 30<sup>th</sup>.

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 share of the current year's longevity.

8. 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 months of November through June of each year.

B. The City hereby agrees to add one (1) additional rescue to service on or before July 1, 2010 and the minimum manning compliment shall remain at ninety-two (92).

C. The parties hereby agree to delete all references to "Chief" and "Chief Aides" in Article XIX of Collective Bargaining Agreement.

9. Article XXV Pension Escalation

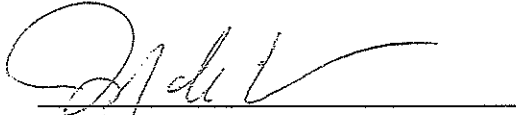
A. Effective July 1, 2010, the pension contribution rate for all members shall be set at 8%, (i.e. effective upon the date of ratification of this agreement, the current 9½% contribution rate shall be reduced to 8%). The 1½% difference from the current contribution and the new contribution of 8% shall be set aside in an OPEB Trust Fund to be administered by the City.

B. Effective July 1, 2010 – newly hired members shall wait three years (the 23<sup>rd</sup> third anniversary date of membership in the Retirement System) after becoming eligible to retire before the retirement allowance is paid.

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 22 day of March, 2010.

*[Handwritten signature]*

For the City of Providence:

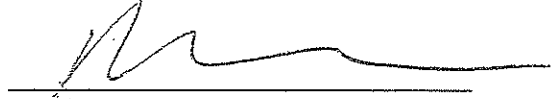


David N. Cicilline  
Mayor

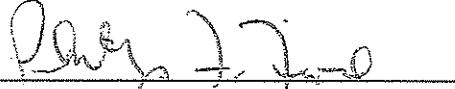


George S. Barrell  
Chief of Department

For the Union:



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



Philip F. Fiore  
Vice-President, Local 799  
IAFF, AFL-CIO

## 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 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/O<sup>2</sup> 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), **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. 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 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.**

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/O<sup>2</sup> 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. 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. 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.

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-B/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-A/B/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 as of the date of ratification of the Agreement by both parties, 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.** 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 4<sup>th</sup> 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 of service, and in each calendar year thereafter, sixteen (16) working days' vacation.

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

F. 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. 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.

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

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    |

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

**Notwithstanding anything to the contrary hereinabove, for the 2010 calendar year the Union agrees to forego the 2010 Rhode Island Independence Day Holiday payment.**

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). **Notwithstanding anything to the contrary contained in this Article, the Union agrees to waive, without any limitations or restrictions, the 2010 annual clothing maintenance allowance identified in this Article VIII, Section A for all members of the Union.**

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, the Union agrees to waive, without any limitations or restrictions,**

the 2010 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 - 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 - 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.

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 ten (10) light duty positions, which shall not affect the minimum manning staffing levels of the Department. It is not the City's or the

Department's intent in the establishment of light duty positions to create full time permanent jobs for members injured on duty. These positions shall be filled by members where it has been determined that, pursuant to Sections C and D of Article X, said member is expected to fully recover and return to his/her full firefighting duties or other normal duties, subject to the provisions of the collective bargaining agreement. Nothing contained herein shall be construed to entitle any member to a light duty assignment or a specific light duty task

#### B. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training, Carpenter Shop, Air Supply/O<sup>2</sup> Filling Station, Supply Room or the Department's headquarters. 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.

### 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~~

|                          |                |              |
|--------------------------|----------------|--------------|
| <u>Effective 1/01/08</u> | <u>(07-08)</u> | <u>1.00%</u> |
| <u>Effective 1/01/09</u> | <u>(08-09)</u> | <u>2.00%</u> |
| <u>Effective 7/01/09</u> | <u>(09-10)</u> | <u>0.00%</u> |

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

The City agrees to pay the base salary portion of retroactive monies due from the interest arbitration awards AAA 11 390 02600 06 Contract Year 2005-06 and AAA 11 390 02701 06

Contract Year 2006-07 prior to June 30, 2010. ~~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. 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.

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 <sup>2</sup> 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.

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.

Section 2 - BI-WEEKLY PAYROLL

The City shall have the option of instituting 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 Annual Salary 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           |
|  | 50                                 |

|     |                          |
|-----|--------------------------|
| 10% | 15 to less than 20 years |
| 11% | 20 years and over        |

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

| <u>Percentage of 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%                                | 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. 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.

F. 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.

G. All active members shall contribute \$600.00 annually to the premium for an individual health insurance plan and \$1,200.00 annually for a family plan, on a pre-tax basis.

#### Section 2 - LIFE INSURANCE

The City shall provide life insurance of Fifty 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 One 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.

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).~~

Upon the date of ratification of this Agreement by both parties, 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 7/1/2010 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 7/1/2010 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.

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.

~~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 chief's 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 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.

## 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.

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 City agrees to provide the following increased cost of living adjustment and the Union agrees to the following increased pension contribution subject to the parties successfully seeking proper legislative approval of the necessary modifications to the provisions of the City of Providence Retirement Act, (PL 1923, Chapter 489, as amended) as set forth in a Memorandum of Agreement between the Union and the City dated \_\_\_\_\_.~~

~~In lieu of the current three percent (3%) non-compounded cost of living adjustment, a four percent (4%) compounded cost of living adjustment for members of the Fire Department of the City who retire on or after July 1, 1990; and a five percent (5%) compounded cost of living adjustment for members of the Fire Department of the City who retire on or after July 1, 1991; and consistent with the consent decree cost of living adjustment for members of the Fire~~

~~Department of the City who retire on or after July 1, 1994 and all who retire after January 1, 1989, six (6%) percent compounded.~~

~~Effective July 1, 1990 the percentage contribution required of members of the Fire Department of the City shall be increased by three quarters of one percent (3/4%); and effective July 1, 1991 an additional three quarters of one percent (3/4%).~~

~~The Union agrees that the increased pension contribution as set forth above shall also apply to the June 30, 1990 longevity supplement provided in Article XIII, Section 3 of this agreement.~~

~~The City agrees that any member who retires on or after May 15, 1990 shall receive these benefits as if they had retired on July 1, 1990.~~

~~The City agrees that should the annual cost estimate for the above Pension Act modifications is less than the cost as determined by the Pension System Actuary on an annual basis (\$535,000.00), the City shall allocate the difference to the winter minimum staffing allocation as set forth in Article XIX of this Agreement.~~

~~The City agrees to request a revised estimate of the cost of this escalation from the Pension System Actuary each January, said estimate to be provided to Local 799 upon receipt. The Union shall have the right to seek independent verification of the Actuary's estimates and final annual cost breakdown.~~

~~In accordance with R.I.G.L. §28-9.1 *et seq*, the parties agree to arbitrate the pension/COLA issues for the 1996-1999 Agreement.~~

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 (3<sup>rd</sup>) anniversary, on all annual pension amounts received.
- d. Members shall contribute 9.5% of their base pay as an employee contribution.

**A. 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.**

## 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 within twenty (20) days of the signing of this Agreement.

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

Effective July 1, 1998, the City shall contribute funds of \$5,000 per year to the Union's 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.

#### 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, ~~1999~~ 2007 and ending June 30, ~~2001~~2010.

The parties agree that the terms and conditions of this July 1, ~~1999~~ 2007 to June 30, ~~2001~~ 2010 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

MEMORADUM OF AGREEMENT

In order to continue to try to resolve the ongoing issue of the pension 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 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: \_\_\_\_\_

For the City of Providence: \_\_\_\_\_ For the Union: \_\_\_\_\_

\_\_\_\_\_  
Vincent A. Cianci Jr.  
Mayor, City of Providence

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



Finance Department

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

April 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:

For your consideration is the fiscal note pertaining to the two proposed Local 799, International Association of Firefighters Agreement for Fiscal Years 2008 – 2010 and Fiscal Years 2011 -2013. The City expects to realize approximately \$16,465 million in total savings and \$7.675 million of net and deferred savings. The substantive areas of the contract can be summarized by the following categories: benefits, wages, management flexibility and staffing. Please note that the following analysis is net of compounding, however, arguably since the contracts provide net savings, this should be advantageous to the City.

Benefits:

**Vacation Time**

The contracts call for one less vacation week of vacation during calendar year 2011. This one time elimination will save the City \$480,000 in FY 2011. New firefighters will receive one less week of vacation during their first year of service. This permanent change in benefits will save the City \$30,000 annually beginning in FY 2012.

**Holidays**

- The contract calls for the elimination of Rhode Island Independence Day as a holiday for calendar year 2010 only. This one time elimination will save the City \$120,000 in FY 2011. The contracts for the holiday pay for one holiday to be deferred until retirement for FY 2011, 2012 and 2013. This one time change will save the City \$120,000 annually in FY 2011, 2012 and 2013.

PROVIDENCE THE CREATIVE CAPITAL

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

[www.providenceri.com](http://www.providenceri.com)

- The contract calls for firefighters to be compensated at 8.5 hours pay for holidays beginning in FY 2013. This permanent change in benefits will cost the City \$90,000 annually beginning in FY 2013.

#### **Clothing Issue**

The contracts call for the elimination of the clothing issue in Fiscal Years 2010, 2011, and 2012. The clothing issue will be restored in FY 2013. This temporary change in benefits will save the City \$40,000 annually for FY 2010, 2011, and 2012.

#### **Clothing Allowance**

- The contract calls for the elimination of the clothing allowance paid firefighters for Fiscal Year 2010. This one time elimination will save the City \$250,000 in FY 2010.
- The contract also calls for an increase in the clothing allowance to \$800. There will be cost to the City for this change during the contract period. It will cost the City \$72,000 annually beginning in FY 2014.

#### **Good Attendance Bonus.**

The contract calls for the permanent elimination of the good attendance bonus of \$500. This permanent change in benefits will save the City \$25,000 annually beginning in FY 2011.

#### **Winter Minimum Manning**

The contract calls for the temporary elimination of the Winter Minimum Manning requirement until the end of the contract. This temporary change will save the City \$100,000 annually in FY 2011, 2012 and 2013.

#### **Longevity Allowance**

The contract calls for a permanent change in the timing of the payment of the longevity payment to firefighters from June until November. This permanent change will save the City \$2,100,000 in FY 2010 only.

#### **Medical Plan Design**

The contract calls for a permanent change in the medical plans requiring mandatory step therapy for certain drugs and mandatory by mail renewal for maintenance drugs. This permanent change in benefits will save the City \$110,000 annually beginning in FY 2011.

#### **Bi-weekly Payroll**

The contract calls for a permanent change to a bi-weekly payroll for the Fire Department. This permanent change in benefits will save the City \$30,000 annually beginning in FY 2011.

### **Prepaid Legal Plan**

The contract calls for the elimination of the prepaid legal benefit given to all firefighters. This permanent change in benefits will save the City \$75,000 annually beginning in FY 2011.

### **Health and Safety Fund**

The contract calls for an increase in the city's contribution to the Union's Health and Safety Fund. This permanent change in benefits will cost the City \$30,000 annually beginning in FY 2011.

### **Health Benefits Co-Payment of Premium**

The contracts call for annual co-payment of premium of \$600 for individual coverage and \$1,200 for family coverage for FY 2008, FY 2009 and FY 2010. The co-payments increase to \$780/\$1560 in FY 2011, \$858/\$1,716 in FY 2012 and \$936/\$1,872. These permanent contract changes will save the City \$1,400,000 in FY 2010, \$590,000 in FY 2011, \$650,000 in FY 2012 and \$710,000 in FY 2013.

### **Pension Changes**

The contracts call for newly hired firefighters to not receive pension benefits until 23 years after their hire date. No savings were attributed to this change but the city's actuary estimates that in future years this could save the city 6% of the Fire fighters pension costs. The contracts also reduce the firefighter contribution to the pension system from 9.5% to 8% but require the firefighters to contribute 1.5% to an Other Post Employment Benefits (OPEB) Trust. The City's actuary has determined that this change has no cost or savings for the City.

## Wages:

### **Salary Schedule**

- Newly hired firefighters will take one year longer to reach top step of their compensation. This permanent change in benefits will save the City \$75,000 annually beginning in FY 2012.
- The contract calls for firefighters to receive an extra \$25 per week for EMT B/I and EMT C certification effective June 30, 2012. This permanent change will cost the city \$515,000 beginning in FY 2013.

### **Wage Increases**

The contract calls for a 1% raise effective January 1, 2008, 2% raise effective January 1, 2009 and wage freeze from July 1, 2009 until June 30, 2011, a 3% raise effective June 30, 2011 and a wage reopener in FY 2012 and 2013. Each 1% increase in the Firefighter

wages approximates a \$340,000 increase to the City. These permanent changes will cost the city \$1,020,000 in FY 2010 and FY 2011 and \$2,040,000 in FY 2012 and FY 2013.

#### **Retroactive Wages**

The contract calls for the deferment of the retroactive pay due from the recent fire arbitration award from this Fiscal Year to FY 2011 (non base pay excepting detail pay) and FY 2012 detail pay. This will result in a onetime saving to the City in FY 2010 of \$1,750,000. The contract calls for the retroactive pay due from the FY 08 and FY 09 wage increases to be paid in FY 2012. This will result in a one time savings in FY 10 of \$2,000,000

#### **Staffing:**

##### **Minimum Manning Clause**

- The contracts call for the staffing of Rescue 6 without an increase in the current minimum manning compliment. This allows for the redeployment of 8 firefighters. This permanent change in benefits will save the City \$60,000 in FY 2010 and \$700,000 annually for FY 2011, 2012 and 2013.
- The contracts call for the elimination of the Chief's Aid from the contract. This eliminates 12 firefighter positions from the table of organization. This permanent change in benefits will save the City \$30,000 in FY 2010 and \$325,000 annually for FY 2011, 2012 and 2013.
- The contract eliminates any mention of Battalion Chiefs from the contract. This eliminates 4 positions from the table of organizations. This permanent change in benefits will save the City \$40,000 in FY 2010 and \$500,000 annually for FY 2011, 2012 and 2013.
- The contract calls for the addition of Rescue 7 and an increase in the staffing complement to 94 by January 1, 2012. This permanent change will cost the City net of revenues (\$750,000 of expenses minus \$600,000 of rescue fees annually) \$75,000 in FY 2012 and \$150,000 in FY 2013.
- The contracts allow members who have been out for injuries that have occurred on duty the opportunity to make up missed call back opportunities. This contract change will have no fiscal impact on the City.
- The contracts provide that when call backs are necessary the rank of the call backed firefighter will be the same as the vacant position. This contract change will have no fiscal impact on the City.

**Non- Minimum Manning Positions**

- The contracts call for the elimination by attrition of the Juvenile Fire Setter position and four Fire Prevention Officers. This eliminates 5 positions from the table of organizations. During the length of the contract no savings were attributed to this change. As the attrition occurs there will be a \$100,000 annual savings due to the Juvenile Fire Setter Position and \$150,000 annually due to the Fire Prevention Officers positions.
- The contracts also call for elimination of the Fire Detail Officer and Public Education Officer as required by the recent interest arbitration award. This results in 2 positions not being added to the table of organizations.

Below is a schedule that reflects the aforementioned changes.

|                           | FY 2010          | FY 2011          | FY 2012          | FY 2013          | Total            |
|---------------------------|------------------|------------------|------------------|------------------|------------------|
| <b><u>Benefits</u></b>    |                  |                  |                  |                  |                  |
| Vacation Time             | -                | 480,000          | 30,000           | 30,000           | 540,000          |
| Holidays                  |                  |                  |                  |                  |                  |
| Elimination of RI         |                  |                  |                  |                  |                  |
| Independence Day          | 120,000          | 120,000          | 120,000          | 120,000          | 480,000          |
| 8.5 Hour Holiday pay      | -                | -                | -                | (90,000)         | (90,000)         |
| Clothing Issue            | 40,000           | 40,000           | 40,000           | -                | 120,000          |
| Clothing Allowance        |                  |                  |                  |                  |                  |
| FY 2010 Elimination       | 250,000          | -                | -                | -                | 250,000          |
| Allowance Increase        | -                | -                | -                | -                | 0                |
| Good Attendance Bonus     | -                | 25,000           | 25,000           | 25,000           | 75,000           |
| Winter Minimum            |                  |                  |                  |                  |                  |
| Manning                   | -                | 100,000          | 100,000          | 100,000          | 300,000          |
| Longevity Allowance       | 2,100,000        | -                | -                | -                | 2,100,000        |
| Medical Plan Design       | -                | 110,000          | 110,000          | 110,000          | 330,000          |
| Bi-weekly Payroll         | -                | 30,000           | 30,000           | 30,000           | 90,000           |
| Prepaid Legal Plan        | -                | 75,000           | 75,000           | 75,000           | 225,000          |
| Health and Safety Fund    | -                | (30,000)         | (30,000)         | (30,000)         | (90,000)         |
| Health Benefits           | 1,400,000        | 590,000          | 650,000          | 710,000          | 3,350,000        |
| Pension Savings           | -                | -                | -                | -                | -                |
| <b>Subtotal; Benefits</b> | <b>3,910,000</b> | <b>1,540,000</b> | <b>1,150,000</b> | <b>1,080,000</b> | <b>7,680,000</b> |
|                           |                  |                  |                  |                  | 0                |

Wages

|  |                  |                    |                    |                    |                    |
|--|------------------|--------------------|--------------------|--------------------|--------------------|
| Salary Schedule                                |                  |                    |                    |                    |                    |
| Top Step                                       |                  |                    | 75,000             | 75,000             | 150,000            |
| EMT  |                  |                    |                    | (515,000)          | (515,000)          |
| Wage Increases                                 | (1,020,000)      | (1,020,000)        | (2,040,000)        | (2,040,000)        | (6,120,000)        |
| Retroactive Wages - arbitration <sup>(1)</sup> | 2,000,000        |                    | (2,000,000)        |                    | 0                  |
| Retroactive Detail Pay                         | 1,750,000        | (1,750,000)        |                    |                    | 0                  |
| <i>Subtotal; Wages</i>                         | <u>2,730,000</u> | <u>(2,770,000)</u> | <u>(3,965,000)</u> | <u>(2,480,000)</u> | <u>(6,485,000)</u> |
|  |                  |                    |                    |                    | 0                  |

Staffing

|                                     |                  |                  |                    |                  |                  |
|-------------------------------------|------------------|------------------|--------------------|------------------|------------------|
| Minimum Manning Clause              |                  |                  |                    |                  |                  |
| Rescue 6 Staffing                   | 60,000           | 700,000          | 700,000            | 700,000          | 2,160,000        |
| Chief's Aid                         | 30,000           | 325,000          | 325,000            | 325,000          | 1,005,000        |
| Battalion Chiefs                    | 40,000           | 500,000          | 500,000            | 500,000          | 1,540,000        |
| Rescue 7                            |                  |                  | (75,000)           | (150,000)        | (225,000)        |
| Non-Minimum Manning                 |                  |                  |                    |                  |                  |
| Juvenile Fire Setter <sup>(2)</sup> |                  | 100,000          | 100,000            | 100,000          |                  |
| Fire Plan Reviewer <sup>(2)</sup>   |                  | 150,000          | 150,000            | 150,000          |                  |
| Fire Detail Officer                 |                  |                  |                    |                  |                  |
| Public Education Officer            |                  |                  |                    |                  |                  |
| <i>Subtotal; Wages</i>              | <u>130,000</u>   | <u>1,525,000</u> | <u>1,450,000</u>   | <u>1,375,000</u> | <u>4,480,000</u> |
|                                     |                  |                  |                    |                  | 0                |
| Total                               | <u>6,770,000</u> | <u>295,000</u>   | <u>(1,365,000)</u> | <u>(25,000)</u>  | <u>5,675,000</u> |
|                                     |                  |                  |                    |                  | 0                |

<sup>(1)</sup> Retro-active payments were due to the Ryan award- this reflects the savings for FY 2010 and the deferment of the payments into FY 2011 and FY 2012

<sup>(2)</sup> Based on attrition- not included in savings calculation

Thank you for your consideration and should you have any questions, please feel free to contact me to discuss.

Respectfully Submitted;



Bruce T. Miller  
Finance Director

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

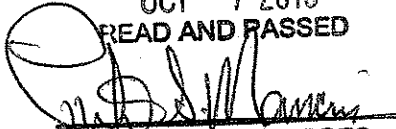
# RESOLUTION OF THE CITY COUNCIL


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", is written over the typed name and title.

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](http://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.

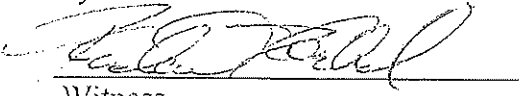
WHEREFORE, the parties hereto, having read the forgoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 19<sup>th</sup> day of August, 2010.

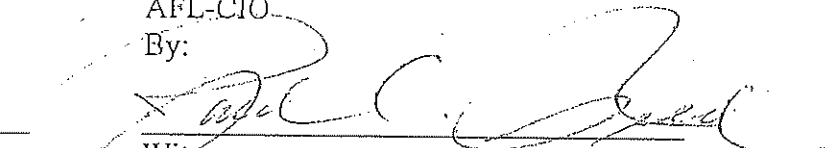
  
CITY OF PROVIDENCE

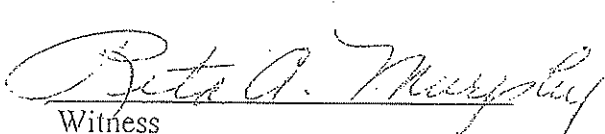
  
LOCAL 799, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO

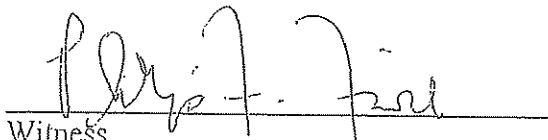
By:

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/O<sup>2</sup> 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/O<sup>2</sup> 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 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. 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 4<sup>th</sup> 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/O<sup>2</sup> 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 Reseue 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 <sup>2</sup> 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<br/>Annual Salary<br/>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<br/>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 |
| <del>10%</del> <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 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 Reseue 7 with two (2) members and the City agrees to increase the mininum 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 (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 20<sup>th</sup> and before his/her 23<sup>rd</sup> 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 23<sup>rd</sup> anniversary date of membership in the Retirement System (23<sup>rd</sup> 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>23<sup>rd</sup> 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



THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 432

Approved August 2, 2011

Resolution, Together with accompanying copy of Tentative  
Amendment between Local 799, International Association of Firefighters,  
AFL-CIO and the City of Providence for the period of July 1, 2011 through June  
30, 2013.

IN CITY COUNCIL

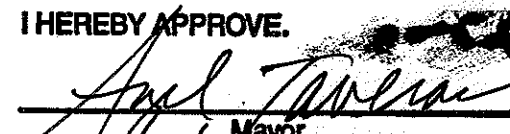
JUL 29 2011

READ AND PASSED

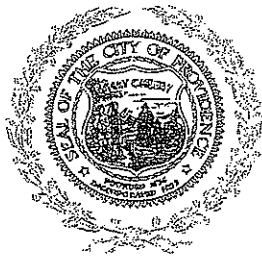
  
\_\_\_\_\_  
PRES.

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date: 8/2/11



Mayor of Providence

Angel Taveras

---

July 1, 2011

*HAND-DELIVERED*

Hon. Michael A. Solomon  
President  
Providence City Council  
Providence City Hall  
Providence, RI 02903

*RE: LOCAL 799 CONTRACTS*

Dear President Solomon,

Please find enclosed with this correspondence two agreements by and between the City of Providence, Rhode Island and the Local 799, International Association of Firefighters, AFL-CIO for the period of July 1, 2011 through June 30, 2013 and July 1, 2013 through June 30, 2016.

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

Sincerely,

A handwritten signature in cursive script that reads "Angel Taveras".

Angel Taveras  
Mayor

Enclosures

City of Providence, Rhode Island 02903-1789  
Phone (401) 421-7740 Fax (401) 274-8240

July 1, 2011 – June 30, 2013

---

# TENTATIVE AGREEMENT

Between the  
Local 799, International Association of  
Firefighters, AFL-CIO

and the

City of Providence

TENTATIVE AMENDMENT

AMENDMENT MADE AND ENTERED INTO on this 28th day of June, 2011 by and ~~between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799,~~ INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I.G.L. §28-7 et. seq. and §28-9.1 et. seq.; and have mutually agreed to modify the current 2010 - 2013 Collective Bargaining Agreement pursuant to and in full compliance with all the requirements of Article XXIX, and the current 2010 - 2013 Collective Bargaining Agreement.

WHEREAS, the parties' negotiations have resulted in this Tentative Amendment which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2011 to June 30, 2013, and thereafter as provided, and which Tentative Amendment shall result in settlement of various ongoing litigation and interest arbitration between parties; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. This Tentative Amendment shall only be submitted to the City Council for ratification, after ratification of a 2013 - 2016 Collective Bargaining Agreement.
2. The document titled "Collective Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2010 to June 30, 2013 is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2011 to June 30, 2013, except as expressly modified herein.

RAD  
AT

2. Article I

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. The department shall provide Telestaff and department email in the Union office.

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

Section 3 - DUES DEDUCTED

The City shall, at no expense to the Union, deduct Union dues and other deductions 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 5 - UNION ACTIVITIES

Elected Union Officials, President, Vice-President, ~~Secretary-Treasurer~~ Secretary, Treasurer and six (6) Executive Board Members (including a Health and Safety ~~Representative Advocate~~) 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)~~ six (6) 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

PAD  
AT

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.

### 3. 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, ~~or 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.

### 4. Article IV

#### Section 2 - BID SYSTEM

F. Effective July 1, 2011, the City may elect to require the Department of Training. Captain to assume the duties and responsibilities previously performed by the Director of Training in addition to his/her current duties and responsibilities, with no increase in compensation or pay, and Article IV, Section 3 shall not apply.

Effective July 1, 2011, the Department may demote to FF/1 and reassign the two members currently serving as Fire Prevention Lieutenants. Once the positions become vacant the Department shall not be required to fill said positions and Article IV Section 1 shall not apply.

RD  
AT

The Rescue Captain currently assigned to the Department of Training shall be reassigned to his prior Rescue Company. The Union agrees to dismiss its pending grievance with prejudice.

The two members currently assigned to perform IT functions for the Department shall be reassigned. The Union agrees to dismiss its pending grievance with prejudice.

---

#### 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 said~~ examination shall be available to all Fire 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.~~

PAD  
AS

5. Article VI  
Section 1 - HOURS

The regular workweek for members of the Fire Suppression and Rescue Force shall be an average of forty-two (42) hours.

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 company officer ~~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. Members who desire consecutive substitutions (more than 4 days) shall notify their company officer in advance.

Section 6 - CALL-BACK

Effective July 1, ~~2010~~, 2011 in the event it becomes necessary due to the minimum staffing level falling below ~~92~~ ninety 90 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)~~ ninety (90) personnel.

~~Effective January 1, 2011, 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

PAO  
AS



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 who is on duty 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-B/I or EMT-C cannot be manned by a qualified member, the ~~Deputy Assistant~~ Chief who is on duty 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 do not wish call-back will sign Form #17 on a yearly basis, before January 1, indicating they do not desire call-back. A copy of the call-back sheet will be ~~sent~~ emailed 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, before January 1, 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 day and night; Christmas Eve night; Christmas day and night; New Years Eve night; New Years day; and July 4th day and night, ~~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

PAD  
AT

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.

6. Article VII

During the calendar year and following the anniversary date in which they complete ~~three (3)~~ five (5) years of service, and in each calendar year thereafter, sixteen (16) working days' vacation. The change shall be effective in this paragraph is effective July 1, 2012.

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)~~, sixteen (16) 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~~, 2011 vacation time allowance and usage for all members shall be reduced by four (4) days in calendar year ~~2011 2012 and 2013~~ only. Members shall not be allowed to use, during the calendar years 2011, 2012 and 2013, 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 years 2011, 2012 and 2013, regardless of the source of the time or the type of usage (single day or consecutive week (s) ) shall be as follows:

|                                  |   |
|----------------------------------|---|
| 1 year or less                   | 4 days  |
| 1 - <del>3</del> <u>5</u> years  | 8 days (change of 3 to 5 yrs effective July 1, 2012)  |
| <del>3</del> <u>5</u> - 10 years | 12 days (change of 3 to 5 yrs effective July 1, 2012) |
| 10 - 15 years                    | 16 days   |
| 15 or more years                 | 20 days   |

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~~

RAD  
AS

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.~~

#### 7. Article VIII

##### CLOTHING PROVISION

The clothing maintenance allowance will be payable as of January 1st and will be paid to members ~~on or before March 31st of~~ in the first paycheck issued in July 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).

#### 8. Article IX

##### Section 1 - LEAVE OF ABSENCE

Leave of absence shall accrue at the rate of 1 1/4 days per month accumulative to fifteen (15) days per year. ~~Three (3)~~ Seven (7) 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.

H. There shall be ~~three (3)~~ seven (7) personal days per year in which no specific reason for a request of absence shall be deemed necessary.

RAP  
AT

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 - SEVERANCE PAY

E. Effective July 1, 2012 any member hired after this date 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:

Notwithstanding the foregoing in Article IX, Section 1 of this agreement, for severance pay purposes he/she will be credited with his/her accumulated and unused days of leave of absence in up to 140 days of full pay. There shall be no severance pay for any unused days of leave of absences above 140 days. This provision in no way limits a members accumulation and use of sick leave above 140 days.

F. Severance pay will be paid to the member within 30 days of retirement, voluntary separation from employment, or upon death of the member prior to retirement.

PAD  
AT

9. Article X

Section 3 - MEDICAL CARE FOR INJURIES

~~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.~~

All members shall have an annual physical exam that meets the requirements of NFPA 1582. The exam shall be provided at the City's expense by a physician selected by the Department or by the member's personal physician.

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)~~ ten thousand dollars (\$10,000).

All communications between the city or its agents, and any other party (including but not limited to: the member's healthcare provider, the member's physician, the fire department physician, the neutral physician, the city's healthcare administrator or any other city department or third party) regarding a member's IOD, sick leave or light duty, status shall be in writing and shall be made a part of the member's personal medical file.

10. Article XIII

Section 1 - SALARY FOR THE FIREFIGHTERS

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

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

~~Effective 7/1/11 (11 12) 0.00%\*~~

~~Effective 7/1/12 (12 13) 0.00%\*~~

The three percent (3%) wage increase, which would otherwise have been effective June 30, 2011, shall be eliminated and there shall be no wage increase.

~~The City agrees to pay the remaining retroactive monies, including membership dues (i.e. overtime, longevity, 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~~

RAD  
AT

~~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.~~

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 in the following manner: 25% due prior to July 31, 2011; 25% due prior to July 31, 2012; and 50% due prior to July 31, 2013.

~~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.~~

Effective July 1, 2012, all AA members shall serve as a Firefighter Grade 3 for a period of twelve (12) ~~thirty-six (36)~~ months from the date of appointment, and subsequently shall serve as a Firefighter Grade 2 for ~~twelve (12)~~ twenty-four (24) months of service in that rank to be elevated to Grade 1 Firefighter. The rate of pay for a FF/3 shall be eight hundred dollars (\$800.00) per week (\$20.00/hr) and a FF/2 shall be nine hundred dollars (\$900.00) per week (\$22.50/hr).

#### 11. Article XIV

##### Section 1 - HEALTH INSURANCE

The City's obligation to provide retiree healthcare coverage to a specific retiree may be suspended in the event that the retiree is eligible for medical insurance under any healthcare plan, including that made available through the retiree's spouse, and providing that the said plan is equivalent in all aspects of coverage and cost. If coverage is not equivalent or if the plan's cost exceeds the cost to the retiree of the city plan, then the City shall have the option of providing payment to make the cost equal and/or providing only such coverage as to make the plans equivalent or maintaining the city plan for the retiree, all pursuant to all provisions contained herein for retirees on said retirement date. At the request of the City, the retiree shall be obligated to provide proof that he or she is not

DAD  
AT

eligible to receive healthcare coverage from another source or that coverage is not otherwise equivalent coverage pursuant to this agreement. Should a retiree subsequent to retirement, whose healthcare coverage is suspended in accordance with this provision, lose alternate coverage from an alternate source, the City shall restore coverage on the first day of the month after notice has been received under the same terms as those that existed at the retiree's date of retirement.

~~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.~~

#### 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. The deceased member shall also be posthumously promoted to the next highest rank. The deceased member's pension benefit and severance pay shall be paid at the above next highest rank.

#### 12. Article XV

##### PROTECTION OF FIREFIGHTERS

G. The City shall provide annual maintain a hazardous materials operations level training for every member as provided for by OSHA 1910.120. Said training to provided at the city's expense and during the members regularly scheduled shift. ~~required by Title III of the Super Fund Amendments and Reauthorization Act (SARA), as that requirement exists as of July 1, 1990.~~

#### 13. Article XVI

##### Section 1 - GRIEVANCE PROCEDURE

Notwithstanding the above language, the Union may from time to time elect to engage the Labor Relations Connection (LRC) instead of the American Arbitration Association (AAA) to handle the administration of grievances.

READ  
AT

The parties agree to set two (2) semi annually (6 months apart) standing grievance resolution meetings to provide for a less expensive and quicker resolution of grievances. The standing grievance resolution meeting shall be a minimum of three (3) consecutive days with a pre-selected arbitrator. The arbitrator will conduct rights arbitration hearings for those grievances that remain unresolved in the order they were filed, unless an agreement to the contrary is reached.

14. 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~~ double time.

~~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 considered 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~~ emailed to the President of the Union. The detail list will be ~~posted in headquarters~~ emailed to all companies 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:

RAD  
AT



- (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.

## 15. 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. Effective July 1, 2011, the City may elect to require to the Captain Dispatcher to assume the duties and responsibilities previously performed by the Chief of Communications in addition to his/her current duties and responsibilities, with no increase in compensation or pay, and Article IV, Section 3 shall not apply. 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.

PAID  
AT

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. Effective July 1, 2011, the City may elect to require the Fire Prevention Captain to assume the duties and responsibilities previously performed by the Fire Marshal in addition to his/her current duties and responsibilities with no increase in compensation or pay, and Article IV, Section 3 shall not apply. 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.

16. Article XIX  
MINIMUM MANNING

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

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

Special Hazards shall be staffed with a minimum of four (4) members.

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

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

RAD  
A7

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

The City agrees that the engine and ladder companies currently staffed with a minimum of four (4) members on ~~July 1, 2010~~ July 2, 2011 shall continue to be staffed with a minimum of four (4) members and engine and ladders currently staffed with three (3) shall continue to be staffed with three (3).

The City agrees to callback members whenever it is necessary to maintain a minimum staffing level per shift of ~~ninety two (92)~~ ninety (90) 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.~~

17. 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 (3<sup>rd</sup>) anniversary, on all annual pension amounts received.

RAD  
AT

~~Members shall contribute 9.5% of their base pay as an employee contribution. C.~~

~~B. 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. Said contribution (8% for pension and 1 1/2 % for OPEB ) shall be on a pre-tax basis.~~

Effective July 1, 2010 **2012**, anyone hired on or after this date who elects to retire after his/her 20th and before his/her ~~23rd~~ **25th** 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~~ **25th** anniversary date of membership in the Retirement System (~~23rd~~ **25th** 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.

| Eligible Years of Service: | Designated Percentage: | Payment begins:                             |
|----------------------------|------------------------|---|
| 20 Years of service        | 50%                    | <del>23rd</del> <b>25th</b> ann. date<br>of |
| 21 Years of service        | 52%                    | membership in the                           |
| 22 Years of service        | 54%                    | Retirement System                           |
| <u>23 Years of service</u> | <u>56%</u>             |   |
| <u>24 Years of service</u> | <u>58%</u>             |   |
| <u>25 Years of service</u> | <u>60%</u>             |   |

Effective July 1, 2012, members hired on or after this date shall receive:

A COLA based on the Consumer Price Index (CPI) for the Northeast Region, calculated with simple interest and not to exceed three percent (3%).

DAD  
AT

All members' base pension amounts shall be based upon the average of the members three (3) highest years base salary plus longevity:

The COLA shall be applied on the January first following the member's third (3rd) anniversary, on all annual pension amounts received.

The pension contribution rate for all members hired on or after July 1, 2011 shall be set at nine percent (9%) of their base pay and longevity; and an additional one and one half percent (1 1/2%) of their base pay and longevity to be set aside in an OPEB Trust Fund to be administered by the City. Both contributions shall be on an pre-tax basis.

Retirement Reform - The parties agree to jointly support the to creation of an alternative Pension/Retirement program that would allow an employee to remain employed, but not accumulate any pension service credits.

18. Article XXVII

HEALTH AND WELFARE FUND

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 ~~within sixty days (60) after the City budget becomes law~~ on or before July 31 of each year.

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.

19. 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. Said funds shall be payable ~~within sixty days (60) after the City budget becomes law~~ on or before July 31 of 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.

RAD  
AT

20. Article XXX  
DURATION

This Agreement shall be for the term beginning July 1, ~~2011~~ and ending ~~June 30, 2013~~

The parties agree that the terms and conditions of this July 1, ~~2011~~ to June 30, 2013 Amendment shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

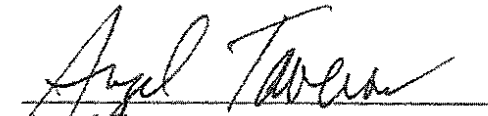
WHEREFORE, the parties hereto, having read the forgoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 28th day of June, 2011.

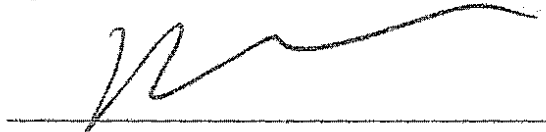
CITY OF PROVIDENCE


LOCAL 799, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

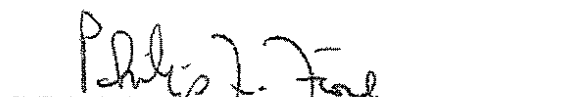
By:

By:

  
\_\_\_\_\_  
Angel Taveras  
Mayor

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

  
\_\_\_\_\_  
Steven M. Paré  
Commissioner of Public Safety

  
\_\_\_\_\_  
Philip F. Fiore  
Vice-President, Local 799 IAFF, AFL CIO



CITY OF PROVIDENCE  
Angel Taveras, Mayor

July 14, 2011

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

Dear Chairman Igliazzi:

For your consideration is the fiscal note pertaining to the two proposed Local 799, International Association of Firefighters Agreement for Fiscal Years 2011 – 2013 and Fiscal Years 2013 -2016. The City expects to realize approximately \$28.3 million in reduced expenditures for the duration of the contract periods. The substantive areas of the contract can be summarized in the following categories: Staffing, Wages, Management flexibility, and Benefits.

Staffing

Minimum Manning Clause

The contracts call for reduction in the minimum manning from 92 to 90 for July 1, 2011 through December 31, 2011, from 94 to 90 from January 1, 2012 until June 30, 2014 and from 94 to 92 from July 1, 2014 until June 30, 2016. These changes will save \$1,095,000 in FY 2012, \$1,460,000 in FY 2013 and FY 2014 and \$730,000 in FY 2015 and FY 2016.

Winter Minimum Manning

The contract calls for the temporary elimination of the Winter Minimum Manning requirement of Fiscal Years 2014, 2015 and 2016. This temporary change will save the City \$100,000 annually in FY 2014, 2015 and 2016.

OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905  
401 421 2489 ph | 401 455 8823 fax  
[www.providenceri.com](http://www.providenceri.com)



CITY OF PROVIDENCE

Angel Taveras, Mayor

Non- Minimum manning Positions.

The Contract allows management to decide whether to fill the Director of Training Vacancy, demote and reassign the Fire Prevention Lieutenants, eliminate the Rescue Captain assigned to the Division of Training, reassign the firefighter computer technicians, replace the Chief of communications with a Captain and have the Fire Prevention Captain assume the duties of Fire Marshall. The savings per fiscal year of each of the changes is shown below.

| Position                              | Savings Fiscal Year 2012 | Savings Fiscal Year 2013 | Savings Fiscal Year 2014 | Savings Fiscal Year 2015 | Savings Fiscal Year 2016 |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Director of Training                  | \$120,000                | \$120,000                | \$120,000                | \$120,000                | \$120,000                |
| Fire Prevention Lieutenants           | \$75,000                 | \$150,000                | \$150,000                | \$150,000                | \$150,000                |
| Rescue Captain / Division of Training | \$104,000                | \$104,000                | \$104,000                | \$104,000                | \$104,000                |
| Computer Technicians                  | \$92,000                 | \$168,000                | \$168,000                | \$168,000                | \$168,000                |
| Chief of Communications               | \$120,000                | \$120,000                | \$120,000                | \$120,000                | \$120,000                |
| Fire Marshall/ Fire Captain           | \$120,000                | \$120,000                | \$120,000                | \$120,000                | \$120,000                |

Time off for Union Business

The contract increases from 4 to 6 the number of union officers who can attend conferences. This provision will cost the City \$35,000 annually.

Hiring of Firefighters

The city has committed to hiring 36 new firefighters who will be fully trained by July 1, 2012 and an additional 36 firefighters who will be fully trained by January 1, 2015. The initial group of firefighters will cost the City \$2,195,000 annually but overtime will be reduced by \$1,872,000 in FY 2013 and then \$3,744,000 annually. The second group of firefighters will not reduce overtime since it is anticipated that they will replace retiring firefighters but their lower rate of pay will save the City \$270,000 in FY 2016.

OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

www.providenceri.com





## CITY OF PROVIDENCE

Angel Taveras, Mayor

### Wages

#### Salary Schedule

Newly hired firefighters will take two years longer to reach the 2<sup>nd</sup> step of their salary scale. This permanent change in benefits will save the City \$52,000 in FY 2013, \$208,000 in FY 2014 and \$312,000 IN FY 2015 and FY 2016. The contract calls for firefighters to receive an extra \$10 per week for HAZ MAT operations certification effective July 1, 2013. This permanent change will cost the city \$196,040 annually beginning in FY 2014.

#### Wage Increases

The contract calls for the recession of the 3% wage increase scheduled to being June 30, 2011. These permanent changes will save the city \$1,100,000 annually beginning in FY 2012. The city's actuaries say that this change combined with the wage freeze for FY 2012 and 2013 will save the City an additional \$300,000 in Annual Required Pension Contribution (ARC).

#### Retroactive Wages

The contract calls for the deferment of the retroactive pay due from the recent fire contract settlement. This retroactive pay will be paid 25% in by July 31<sup>st</sup> 2011, 25% by July 31<sup>st</sup> 2012 and 50% by July 31<sup>st</sup> 2013. This will result in a onetime saving to the City in FY 2010 of \$1,824,750 and onetime costs of \$608,250 in FY 2013 and \$1,216,500 in FY 2014.

#### Detail Pay

The contract calls for the increase in detail pay from time and a half to double time. Since the City receives a portion of the detail pay, which is paid by outside parties, for administrative expenses, this change will increase city revenues by \$50,000 annually.

### Benefits:

#### Vacation Time

The contracts call for one less week of vacation during calendar year 2012 through 2016. This elimination will save the City \$700,000 in FY 2012 - 2016. New firefighters will receive one less week of vacation during their third through fifth year of service. This permanent change in benefits will save the City \$50,000 in FY 2015 and \$100,000 in FY 2016. The number of one day vacation days is increased from 8 to 16 effective FY 2012. This will have no cost impact to the City.

### OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)



## CITY OF PROVIDENCE

Angel Taveras, Mayor

### Holidays

The contract calls for the elimination of Rhode Island Independence Day as a holiday for calendar year 2014, 2015 and 2016. This will save the City \$80,000 in FY 2014, FY 2015 and FY 2016.

### Clothing Issue

The contracts call for the elimination of the clothing issue in Fiscal Year 2013, FY 2014 and FY 2015. The clothing issue will be restored in FY 2016. This temporary change in benefits will save the City \$40,000 annually for FY 2013, 2014, and 2015.

### Clothing Allowance

The contract calls for the elimination of the clothing allowance paid firefighters for Fiscal Year 2012 and the payment in future years of the clothing allowance in July of each year. This one time elimination will save the City \$250,000 in FY 2012.

### Medical Plan Coordination of benefits

The contract calls for the suspension of medical benefits in the event the employee or retiree is eligible for benefits from another employer. This coordination of benefits will save \$250,000 for active employees and \$125,000 for retired employees in Fiscal Year 2012. In all subsequent Fiscal years it is estimated to save \$275,000 and \$155,000 respectively.

### Health and Safety Fund / Employee Assistance Program Trust Fund

The contract calls for the city's contribution to the Union's Health and Safety Fund to be made on or before July 31<sup>st</sup> each year as opposed to within 30 days of the budget being adopted. This change will have no cost impact to the City.

### Health Benefits Co-Payment of Premium

The contracts call for annual co-payment of premium of \$1,014 for individual coverage and \$2,028 for family coverage for FY 2014. The co-payments increase to \$1,092/\$2,184 in FY 2015, and \$1,170/\$2,340 in FY 2016. These permanent contract changes will save the City \$172,000 in FY 2014, \$230,000 in FY 2015, and \$287,000 in FY 2016.

### Pension Changes

The contracts call for newly hired firefighters to not receive pension benefits until 25 years after their hire date. According to the City's actuary this will save the City \$35,600 in FY 2015 and FY 2016. The contract also modifies the Pension COLA for new hires from the current 3% compound COLA to simple COLA increased by the percentage CPI increase but no greater than 3%. This will save the City \$18,300 in FY 2015 and FY 2016. The contract increases the firefighter contribution to the pension system from 8% to 9%. This permanent contract change

### OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)



## CITY OF PROVIDENCE

Angel Taveras, Mayor

will save the City \$4,160 in FY 2013, \$24,960 in FY 2014, \$32,460 in FY 2015 and \$39,960 in FY 2016.

---

### Non Monetary Changes

The following contract changes were determined to have no monetary impact:

- Including a provision that time over 42 hours in a workweek shall be considered overtime.
- Providing Telestaff information and Department email to the Union
- Increasing the number of sick days that can be used as personal days from 3 to 7.
- Requiring that all severance pay be paid within 30 days of separation.
- Only having new hires be compensated for a maximum of 140 sick days upon retirement.
- Allowing Annual Physical exams to be conducted by a personal physician.
- Increasing the allowed burial expense for a firefighter killed in the line of duty to \$10,000.
- Posthumously promoting a member killed in the line of duty to the next highest rank and
- Requiring the department to provide annual hazardous materials training.

Thank you for your consideration and should you have any questions, please feel free to contact me to discuss.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read "Michael D'Amico", written over a horizontal line.

Michael D'Amico

Director of Administration

### OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905  
401 421 2489 ph | 401 455 8823 fax  
[www.providenceri.com](http://www.providenceri.com)

**Office of the Internal Auditor**  
City of Providence

---

## Memorandum

**To:** Finance Chair John J. Iglizzi; Finance Committee Members  
**Cc:** City Council Members  
**From:** Matthew M. Clarkin, Jr., Internal Auditor *UMC*  
**Date:** July 21, 2011  
**Re:** Tentative Agreements – Local 799

---

I have reviewed the Administration's fiscal note regarding the Tentative Agreements with Local 799, and I find that the fiscal note accurately reflects the costs and savings in these Agreements. There are two areas, however, where the assumptions made by the Administration may not be realized. Below are a summary of these two areas and a brief summary of the major cost savings in the Agreements.

Coordination of Benefits:

The Administration estimates savings of \$375,000 in fiscal 2012 and total savings of \$2,095,000 over the period of these Agreements from the coordination of medical benefits of retired firefighters and the spouses of active firefighters. The plan calls for retired firefighters who have access to medical coverage from a current employer to rely on that medical coverage their "active plan". The active plan is the primary policy to pay medical claims. The city will pay the cost for what is not covered by the retiree's current or active medical plan.

In the case of spouses of active firefighters who have medical coverage available to them through their employer, the coverage offered through the employer will be considered the active plan and the city will pay only the cost for what is not covered by the spouse's medical plan.

The savings mentioned above is based upon the assumption that 48 retirees and 100 spouses will be eligible to be shifted from the city's medical plan to their current employer's plan and that the employer's medical plan is similar in quality to that of the state of Rhode Island. Should the medical coverage be a less generous plan, the city would have more costs to cover. Finally, the administration has based savings estimates for fiscal 2013 on full implementation of this plan within two months. This seems to be an aggressive implementation schedule and savings will be reduced should the implementation take longer than estimated.

Elimination of Vacation Days:

The Administration estimates savings of \$700,000 in both fiscal years 2012 and 2013 in callback costs from the elimination of four vacation days in both years. While it is certain that the accrual of eight fewer vacation days will result in savings to the city at some point, it is uncertain that the savings will be realized in fiscal years 2012 or 2013.

The Administration has made the assumption that an increase to the number of Personal Days to seven from three will not add to the department's callback costs. It seems reasonable that these days could counter savings realized from the elimination of the four vacation days.

**Summary of Tentative Agreements**

Retroactive Salary Payments:

- o Payment of retroactive salary increases from the 1.0% salary increase effective January 1, 2008 and the 2.0% salary increase effective January 1, 2009 instead of being paid in full prior to July 31, 2011 will be paid as follows:
  - 25% due prior to July 31, 2011
  - 25% due prior to July 31, 2012
  - 50% due prior to July 31, 2013

Salaries:

- The 3.0% across-the-board salary increase scheduled to be effective on June 30, 2011 has been eliminated
- Firefighters with a HAZ MAT operations certificate will receive an additional \$10 per week effective July 1, 2013.
- The time required to move to a Firefighter Grade 2 from Grade 3 is increased from twelve months to thirty-six months.
- The time required to move to a Firefighter Grade 1 from Grade 2 is increased from twelve months to twenty-four months.

Minimum Manning:

- Reduction to 90 from 92 (July 1, 2011 through December 31, 2011)
- Reduction to 90 from 94 (January 1, 2012 through June 30, 2014)
- Increase to 92 from 90 (effective July 1, 2014)
- Suspension of the Winter Minimum Manning requirement for the period for the period of July 1, 2013 through June 30, 2016, which calls for a fourth person to be added to engine or ladder companies during the period October 31<sup>st</sup> through June 30<sup>th</sup>

Defunding of Positions:

- The following positions are scheduled to be defunded through demotion, reassignment or elimination:
  - Director of Training
  - Fire Prevention Lieutenant
  - Rescue Captain/Division of Training
  - Computer Technicians (2)
  - Chief of Communications
  - Fire Marshall

Clothing Allowance:

- The payment of the annual Clothing Allowance is rescheduled from March 31<sup>st</sup> to the first paycheck issued in July, which in effect skips the payment for fiscal 2012.

Medical Co-shares:

- Currently, medical co-shares are currently \$858 annually to the premium for an individual health insurance plan and \$1,716 annually for a family plan
- Medical co-shares are increased to \$1,014 annually to the premium for an individual health insurance plan and \$2,028 annually for a family plan, effective July 1, 2013
- Medical co-shares are increased to \$1,092 annually to the premium for an individual health insurance plan and \$2,184 annually for a family plan, effective July 1, 2014

---

- Medical co-shares are increased to \$1,170 annually to the premium for an individual health insurance plan and \$2,340 annually for a family plan, effective July 1, 2015

New Hires:

- The city has committed to hiring 36 new firefighters by July 1, 2012 and an additional 36 by January 1, 2015.
- It is projected that the 36 positions hired in July will result in a net savings in callback beginning in fiscal 2013.

MICHAEL J. DILLON  
Acting Chief of Department

ANGEL TAVERAS  
MAYOR

THOMAS N. WARREN  
Assistant Chief of Department

STEVEN M. PARE  
Commissioner of  
Public Safety



---

Department of Public Safety, Fire Department  
"Building Pride in Providence"

---

July 26, 2011

Ms. Anna Stetson  
Providence City Clerk  
25 Dorrance Street  
Providence RI 02903

Dear Madame Clerk:

The Providence Fire Department respectfully submits the following documents to the Providence City council:

The annual reports of the Engine and Ladder Companies of the City of Providence for 2011. The total runs by station of the Engine, Ladder, Rescue Companies of the City of Providence. The total runs of the Chief Officers by station of the City of Providence for the year 2011.

These documents are submitted on the request of the President of the City Council and reflect the day to day emergency response operations of the Providence Fire Department for the year 2011. These documents were introduced at the Providence City council Finance committee hearing on the Collective bargaining agreement between Local 799 of the International Association of Firefighters and the City of Providence which was held on Monday 25 July 2011 at 5:30 PM in the City Council conference room at Providence City hall.

Please feel free to contact me regarding these documents or for any additional information the City council may require

Sincerely,

MICHAEL J. DILLON  
Acting Chief of Department

MJD/kb

325 Washington Street Providence, Rhode Island 02903 (401) 243-6050 FAX: (401) 243-6487



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 1

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 20271                | 1058 |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>5271</b> | <b>134</b> |
| Structure          | 4319        | 69         |
| Vehicle            | 41          | 3          |
| Other              | 911         | 62         |
| <b>EMS</b>         | <b>3467</b> | <b>200</b> |
| Cardiac            | 77          | 4          |
| Medical Aid        | 2116        | 115        |
| Other              | 1274        | 81         |
| <b>HAZMAT</b>      | <b>526</b>  | <b>20</b>  |
| Spill/Leak         | 442         | 15         |
| Other              | 84          | 5          |
| <b>NON-FIRE</b>    | <b>8526</b> | <b>576</b> |
| Lockout/In         | 669         | 39         |
| Water Emer         | 731         | 23         |
| Accidental         | 2380        | 180        |
| Defective          | 2081        | 140        |
| Other              | 2665        | 194        |
| <b>GOOD INTENT</b> | <b>1685</b> | <b>34</b>  |
| Smoke Scare        | 297         | 20         |
| Other              | 1388        | 14         |
| <b>FALSE</b>       | <b>614</b>  | <b>56</b>  |
| Malicious          | 527         | 49         |
| Other              | 87          | 7          |
| <b>RELOCATIONS</b> | <b>78</b>   | <b>7</b>   |

EQUIPMENT USED

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 2416                |
| Extension   | 490                 |
| Straight    | 180                 |
| Roof        | 106                 |
| Folding     | 297                 |
| Combination | 20                  |

|      | Number Used |
|------|-------------|
| Scba | 251         |

|              | Number of Times Used |
|--------------|----------------------|
| LadderPipe   | 4                    |
| Extinguisher | 13                   |
| Foam         | 0                    |
| Oxygen       | 27                   |
| Generator    | 5                    |
| Smoke Ejt    | 17                   |
| Port Pump    | 7                    |
| Scene Light  | 11                   |
| Jaws         | 0                    |
| K12          | 10                   |
| Qvent        | 9                    |
| FirstAid Bag | 151                  |
| CO2 Meter    | 21                   |
| Misc Tools   | 601                  |

| Lockout/in Type |    |
|-----------------|----|
| Building        | 13 |
| Auto            | 3  |
| Elevator        | 25 |

| Box Type |    |
|----------|----|
| Fire     | 50 |
| False    | 92 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

461

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 2

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 15077                | 780  |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>4363</b> | <b>107</b> |
| Structure          | 3857        | 66         |
| Vehicle            | 67          | 6          |
| Other              | 439         | 35         |
| <b>EMS</b>         | <b>2543</b> | <b>148</b> |
| Cardiac            | 189         | 10         |
| Medical Aid        | 1794        | 105        |
| Other              | 560         | 33         |
| <b>HAZMAT</b>      | <b>539</b>  | <b>27</b>  |
| Spill/Leak         | 222         | 10         |
| Other              | 317         | 17         |
| <b>NON-FIRE</b>    | <b>5958</b> | <b>337</b> |
| Lockout/In         | 562         | 37         |
| Water Emer         | 109         | 6          |
| Accidental         | 1967        | 197        |
| Defective          | 799         | 65         |
| Other              | 2521        | 32         |
| <b>GOOD INTENT</b> | <b>882</b>  | <b>69</b>  |
| Smoke Scare        | 390         | 34         |
| Other              | 492         | 35         |
| <b>FALSE</b>       | <b>565</b>  | <b>73</b>  |
| Malicious          | 501         | 67         |
| Other              | 64          | 6          |
| <b>RELOCATIONS</b> | <b>130</b>  | <b>1</b>   |

| EQUIPMENT USED       |                     |
|----------------------|---------------------|
|                      | Number of Feet Used |
| Aerial               | 3350                |
| Extension            | 460                 |
| Straight             | 616                 |
| Roof                 | 140                 |
| Folding              | 138                 |
| Combination          | 70                  |
| Number Used          |                     |
| Scba                 | 343                 |
| Number of Times Used |                     |
| Ladder Pipe          | 4                   |
| Extinguisher         | 16                  |
| Foam                 | 0                   |
| Oxygen               | 24                  |
| Generator            | 6                   |
| Smoke Ejt            | 17                  |
| Port Pump            | 0                   |
| Scene Light          | 14                  |
| Jaws                 | 0                   |
| K12                  | 8                   |
| Qvent                | 16                  |
| First Aid Bag        | 76                  |
| CO2 Meter            | 38                  |
| Misc Tools           | 164                 |
| Lockout/In Type      |                     |
| Building             | 23                  |
| Auto                 | 1                   |
| Elevator             | 0                   |
| Box Type             |                     |
| Fire                 | 19                  |
| False                | 80                  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

215

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder-3

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13486                | 714  |

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2182    | 72   |
| Structure          | 1799    | 46   |
| Vehicle            | 60      | 3    |
| Other              | 323     | 23   |
| <b>EMS</b>         | 4835    | 243  |
| Cardiac            | 187     | 7    |
| Medical Aid        | 4169    | 205  |
| Other              | 479     | 31   |
| <b>HAZMAT</b>      | 405     | 17   |
| Spill/Leak         | 254     | 9    |
| Other              | 151     | 8    |
| <b>NON-FIRE</b>    | 3479    | 252  |
| Lockout/In         | 729     | 48   |
| Water Emer         | 359     | 7    |
| Accidental         | 1129    | 112  |
| Defective          | 1021    | 67   |
| Other              | 241     | 18   |
| <b>GOOD-INTENT</b> | 584     | 41   |
| Smoke Scare        | 282     | 21   |
| Other              | 302     | 20   |
| <b>FALSE</b>       | 592     | 75   |
| Malicious          | 477     | 64   |
| Other              | 115     | 11   |
| <b>RELOCATIONS</b> | 50      | 1    |

**EQUIPMENT USED**

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 2530                |
| Extension   | 165                 |
| Straight    | 140                 |
| Roof        | 208                 |
| Folding     | 112                 |
| Combination | 58                  |

|      | Number Used |
|------|-------------|
| Scba | 261         |

|               | Number of Times Used |
|---------------|----------------------|
| Ladder/Pipe   | 0                    |
| Extinguisher  | 46                   |
| Foam          | 0                    |
| Oxygen        | 87                   |
| Generator     | 11                   |
| Smoke Ejt     | 20                   |
| Port Pump     | 2                    |
| Scene Light   | 14                   |
| Jaws          | 0                    |
| K12           | 3                    |
| Qvent         | 3                    |
| First Aid Bag | 187                  |
| CO2 Meter     | 39                   |
| Misc Tools    | 143                  |

| <b>Lockout/In Type</b> |    |
|------------------------|----|
| Building               | 37 |
| Auto                   | 3  |
| Elevator               | 3  |

| <b>Box Type</b> |    |
|-----------------|----|
| Fire            | 25 |
| False           | 81 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

148

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 4

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 21566                | 1011 |

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>4651</b>  | <b>130</b> |
| Structure          | 4137         | 93         |
| Vehicle            | 74           | 2          |
| Other              | 440          | 35         |
| <b>EMS</b>         | <b>2160</b>  | <b>109</b> |
| Cardiac            | 207          | 9          |
| Medical Aid        | 1574         | 79         |
| Other              | 379          | 21         |
| <b>HAZMAT</b>      | <b>368</b>   | <b>14</b>  |
| Spill/Leak         | 227          | 9          |
| Other              | 141          | 5          |
| <b>NON-FIRE</b>    | <b>1E+04</b> | <b>635</b> |
| Lockout/In         | 978          | 40         |
| Water Emer         | 1625         | 39         |
| Accidental         | 2507         | 213        |
| Defective          | 2724         | 181        |
| Other              | 2945         | 162        |
| <b>GOOD INTENT</b> | <b>405</b>   | <b>25</b>  |
| Smoke Scare        | 174          | 12         |
| Other              | 231          | 13         |
| <b>FALSE</b>       | <b>451</b>   | <b>43</b>  |
| Malicious          | 357          | 35         |
| Other              | 94           | 8          |
| <b>RELOCATIONS</b> | <b>2635</b>  | <b>32</b>  |

**EQUIPMENT USED**

**Number of Feet Used**

|             |      |
|-------------|------|
| Aerial      | 4900 |
| Extension   | 519  |
| Straight    | 28   |
| Roof        | 420  |
| Folding     | 714  |
| Combination | 186  |

**Number Used**

|      |     |
|------|-----|
| Scba | 352 |
|------|-----|

**Number of Times Used**

|              |     |
|--------------|-----|
| LadderPipe   | 5   |
| Extinguisher | 85  |
| Foam         | 0   |
| Oxygen       | 44  |
| Generator    | 15  |
| Smoke Ejt    | 53  |
| Port Pump    | 8   |
| Scene Light  | 53  |
| Jaws         | 0   |
| K12          | 12  |
| Qvent        | 19  |
| FirstAid Bag | 85  |
| CO2 Meter    | 36  |
| Misc Tools   | 433 |

**Lockout/In Type**

|          |    |
|----------|----|
| Building | 7  |
| Auto     | 2  |
| Elevator | 32 |

**Box Type**

|       |     |
|-------|-----|
| Fire  | 75  |
| False | 230 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

331

---



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 5

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 12200                | 658  |

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3926    | 86   |
| Structure          | 3097    | 53   |
| Vehicle            | 37      | 5    |
| Other              | 792     | 28   |
| <b>EMS</b>         | 1781    | 103  |
| Cardiac            | 177     | 7    |
| Medical Aid        | 1349    | 75   |
| Other              | 255     | 21   |
| <b>HAZMAT</b>      | 867     | 29   |
| Spill/Leak         | 584     | 18   |
| Other              | 283     | 11   |
| <b>NON-FIRE</b>    | 3977    | 281  |
| Lockout/In         | 638     | 42   |
| Water Emer         | 78      | 4    |
| Accidental         | 1060    | 99   |
| Defective          | 893     | 56   |
| Other              | 1308    | 80   |
| <b>GOOD INTENT</b> | 930     | 64   |
| Smoke Scare        | 602     | 43   |
| Other              | 328     | 21   |
| <b>FALSE</b>       | 579     | 67   |
| Malicious          | 374     | 53   |
| Other              | 205     | 14   |
| <b>RELOCATIONS</b> | 8       | 4    |

**EQUIPMENT USED**

|        | Number of Feet Used |
|--------|---------------------|
| Aerial | 3150                |

|             |     |
|-------------|-----|
| Extension   | 268 |
| Straight    | 100 |
| Roof        | 16  |
| Folding     | 198 |
| Combination | 0   |

|      | Number Used |
|------|-------------|
| Scba | 224         |

**Number of Times Used**

|              |     |
|--------------|-----|
| LadderPipe   | 3   |
| Extinguisher | 5   |
| Foam         | 0   |
| Oxygen       | 19  |
| Generator    | 9   |
| Smoke Ejt    | 15  |
| Port Pump    | 1   |
| Scene Light  | 20  |
| Jaws         | 0   |
| K12          | 3   |
| Qvent        | 6   |
| FirstAid Bag | 73  |
| CO2 Meter    | 53  |
| Misc Tools   | 399 |

**Lockout/in Type**

|          |    |
|----------|----|
| Building | 31 |
| Auto     | 3  |
| Elevator | 7  |

**Box Type**

|       |     |
|-------|-----|
| Fire  | 10  |
| False | 104 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

152

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 6

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 14024                | 808  |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>4303</b> | <b>147</b> |
| Structure          | 3926        | 120        |
| Vehicle            | 63          | 4          |
| Other              | 314         | 23         |
| <b>EMS</b>         | <b>2063</b> | <b>116</b> |
| Cardiac            | 134         | 9          |
| Medical Aid        | 1629        | 83         |
| Other              | 300         | 24         |
| <b>HAZMAT</b>      | <b>734</b>  | <b>34</b>  |
| Spill/Leak         | 294         | 11         |
| Other              | 440         | 23         |
| <b>NON-FIRE</b>    | <b>5357</b> | <b>358</b> |
| Lockout/In         | 705         | 43         |
| Water Emer         | 529         | 9          |
| Accidental         | 1345        | 124        |
| Defective          | 2005        | 140        |
| Other              | 773         | 42         |
| <b>GOOD INTENT</b> | <b>723</b>  | <b>48</b>  |
| Smoke Scare        | 370         | 23         |
| Other              | 353         | 25         |
| <b>FALSE</b>       | <b>723</b>  | <b>86</b>  |
| Malicious          | 702         | 84         |
| Other              | 21          | 2          |
| <b>RELOCATIONS</b> | <b>64</b>   | <b>2</b>   |

EQUIPMENT USED

|        | Number of Feet Used |
|--------|---------------------|
| Aerial | 5290                |

|             |     |
|-------------|-----|
| Extension   | 339 |
| Straight    | 328 |
| Roof        | 100 |
| Folding     | 260 |
| Combination | 28  |

|      | Number Used |
|------|-------------|
| Scba | 236         |

Number of Times Used

|              |     |
|--------------|-----|
| LadderPipe   | 2   |
| Extinguisher | 6   |
| Foam         | 0   |
| Oxygen       | 15  |
| Generator    | 12  |
| Smoke Ejt    | 9   |
| Port Pump    | 2   |
| Scene Light  | 21  |
| Jaws         | 0   |
| K12          | 13  |
| Qvent        | 21  |
| FirstAid Bag | 63  |
| CO2 Meter    | 66  |
| Misc Tools   | 392 |

Lockout/in Type

|          |    |
|----------|----|
| Building | 32 |
| Auto     | 0  |
| Elevator | 8  |

Box Type

|       |     |
|-------|-----|
| Fire  | 34  |
| False | 111 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

206

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 7

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 10675                | 560  |

EQUIPMENT USED

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 440                 |
| Extension   | 48                  |
| Straight    | 88                  |
| Roof        | 30                  |
| Folding     | 144                 |
| Combination | 1                   |

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2254    | 72   |
| Structure          | 1383    | 26   |
| Vehicle            | 145     | 4    |
| Other              | 726     | 42   |
| <b>EMS</b>         | 2437    | 114  |
| Cardiac            | 332     | 15   |
| Medical Aid        | 1539    | 72   |
| Other              | 566     | 27   |
| <b>HAZMAT</b>      | 639     | 22   |
| Spill/Leak         | 0       | 0    |
| Other              | 639     | 22   |
| <b>NON-FIRE</b>    | 4038    | 270  |
| Lockout/In         | 540     | 25   |
| Water Emer         | 382     | 9    |
| Accidental         | 1214    | 117  |
| Defective          | 1049    | 74   |
| Other              | 853     | 45   |
| <b>GOOD INTENT</b> | 552     | 30   |
| Smoke Scare        | 200     | 12   |
| Other              | 352     | 18   |
| <b>FALSE</b>       | 310     | 30   |
| Malicious          | 294     | 27   |
| Other              | 16      | 3    |
| <b>RELOCATIONS</b> | 378     | 7    |

Number Used

|      |     |
|------|-----|
| Scba | 177 |
|------|-----|

Number of Times Used

|              |     |
|--------------|-----|
| LadderPipe   | 1   |
| Extinguisher | 3   |
| Foam         | 0   |
| Oxygen       | 17  |
| Generator    | 1   |
| Smoke Ejt    | 7   |
| Port Pump    | 3   |
| Scene Light  | 6   |
| Jaws         | 1   |
| K12          | 0   |
| Qvent        | 3   |
| FirstAid Bag | 77  |
| CO2 Meter    | 51  |
| Misc Tools   | 189 |

Lockout/In Type

|          |    |
|----------|----|
| Building | 11 |
| Auto     | 1  |
| Elevator | 12 |

Box Type

|       |    |
|-------|----|
| Fire  | 25 |
| False | 44 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

150

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 8

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13667                | 630  |

EQUIPMENT USED

Number of Feet Used

|             |      |
|-------------|------|
| Aerial      | 1630 |
| Extension   | 28   |
| Straight    | 92   |
| Roof        | 20   |
| Folding     | 67   |
| Combination | 0    |

Number Used

|      |     |
|------|-----|
| Scba | 506 |
|------|-----|

Number of Times Used

|              |     |
|--------------|-----|
| LadderPipe   | 5   |
| Extinguisher | 67  |
| Foam         | 0   |
| Oxygen       | 40  |
| Generator    | 4   |
| Smoke Ejt    | 25  |
| Port Pump    | 0   |
| Scene Light  | 9   |
| Jaws         | 0   |
| K12          | 4   |
| Qvent        | 8   |
| FirstAid Bag | 60  |
| CO2 Meter    | 27  |
| Misc Tools   | 354 |

Lockout/in Type

|          |    |
|----------|----|
| Building | 12 |
| Auto     | 0  |
| Elevator | 10 |

Box Type

|       |    |
|-------|----|
| Fire  | 23 |
| False | 62 |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>3482</b> | <b>99</b>  |
| Structure          | 1596        | 33         |
| Vehicle            | 390         | 3          |
| Other              | 1496        | 63         |
| <b>EMS</b>         | <b>3213</b> | <b>79</b>  |
| Cardiac            | 31          | 1          |
| Medical Aid        | 1292        | 58         |
| Other              | 1890        | 20         |
| <b>HAZMAT</b>      | <b>433</b>  | <b>16</b>  |
| Spill/Leak         | 303         | 9          |
| Other              | 130         | 7          |
| <b>NON-FIRE</b>    | <b>5595</b> | <b>365</b> |
| Lockout/In         | 397         | 22         |
| Water Emer         | 355         | 15         |
| Accidental         | 2149        | 160        |
| Defective          | 2054        | 122        |
| Other              | 640         | 46         |
| <b>GOOD INTENT</b> | <b>428</b>  | <b>25</b>  |
| Smoke Scare        | 200         | 14         |
| Other              | 228         | 11         |
| <b>FALSE</b>       | <b>464</b>  | <b>33</b>  |
| Malicious          | 426         | 30         |
| Other              | 38          | 3          |
| <b>RELOCATIONS</b> | <b>0</b>    | <b>0</b>   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

183

---



# PROVIDENCE FIRE DEPARTMENT

Providence, RI 23-Jul-11

From: Lt. Joseph L. Molis L-8 A grp #5390

---

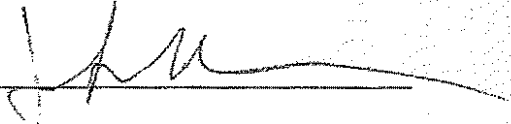
To: The Chief of Department

Subject: Company Activity reports

Sir:

As directed in an email by DAC Mirza I have generated an activity report for the first half of 2011. A hard copy is attached to this F-17 because we are unable to email reports generated with the access database used to collect run data.

Respectfully Submitted,



---

Lt. Joseph Molis L8 A grp

---

Contents Noted and Forwarded

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT  
Reporting Company

| ANNUAL TOTALS |      |
|---------------|------|
| Service Time  | Runs |
| 19805         | 956  |

SH1

Annual Report for 2011

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>7246</b> | <b>209</b> |
| Structure          | 6116        | 120        |
| Vehicle            | 91          | 8          |
| Other              | 1039        | 81         |
| <b>EMS</b>         | <b>983</b>  | <b>30</b>  |
| Cardiac            | 26          | 1          |
| Medical Aid        | 517         | 12         |
| Other              | 440         | 17         |
| <b>HAZMAT</b>      | <b>3123</b> | <b>114</b> |
| Spill/Leak         | 2168        | 68         |
| Other              | 955         | 46         |
| <b>NON-FIRE</b>    | <b>5279</b> | <b>275</b> |
| Lockout/In         | 2041        | 107        |
| Water Emer         | 153         | 5          |
| Accidental         | 69          | 6          |
| Defective          | 821         | 57         |
| Other              | 2195        | 100        |
| <b>GOOD INTENT</b> | <b>1922</b> | <b>159</b> |
| Smoke Scare        | 721         | 73         |
| Other              | 1201        | 86         |
| <b>FALSE</b>       | <b>98</b>   | <b>12</b>  |
| Malicious          | 78          | 10         |
| Other              | 20          | 2          |
| <b>RELOCATIONS</b> | <b>0</b>    | <b>0</b>   |

|                 |     |
|-----------------|-----|
| Air Bags        | 2   |
| Air Cart        | 2   |
| Air Tools       | 6   |
| Computer        | 0   |
| Confined Space  | 10  |
| Cribbing        | 11  |
| Hose            | 5   |
| Hot Stick       | 5   |
| Ram             | 5   |
| Jaws            | 12  |
| Ladders         | 9   |
| Phd Meter       | 106 |
| Other Gas Meter | 217 |
| Plugging Mat'ls | 2   |
| Rope Rescue     | 6   |
| Saws            | 9   |
| Stokes          | 1   |
| TI Camera       | 110 |
| Hand Tools      | 254 |
| Power Tools     | 11  |
| Torch/Slice Pak | 1   |
| Water Rescue    | 5   |
| <b>Box Type</b> |     |
| Fire            | 9   |
| False           | 3   |
| Other           | 5   |

| Extractions |     |
|-------------|-----|
| Vehicle     | 38  |
| Elevator    | 111 |
| Other       | 5   |

| Nbr of People Extracted |     |
|-------------------------|-----|
| Vehicle                 | 22  |
| Elevator                | 191 |
| Other                   | 3   |

| SCBA INFO |     |
|-----------|-----|
| Used      | 470 |
| Changed   | 44  |

|          |     |
|----------|-----|
| CO Runs  | 188 |
| Gas Runs | 87  |

|               |    |
|---------------|----|
| Auto Lockouts | 40 |
|---------------|----|

| SPEEDI DRI |    |
|------------|----|
| Bags Used  | 29 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 27545                | 1526 |

Reporting Engine Company

Engine 2

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3206    | 114  |
| Structure          | 2083    | 48   |
| Vehicle            | 442     | 15   |
| Other              | 681     | 51   |
| <b>EMS</b>         | 16418   | 836  |
| Cardiac            | 1566    | 71   |
| Medical Aid        | 12173   | 612  |
| Other              | 2679    | 153  |
| <b>HAZMAT</b>      | 172     | 4    |
| Spill/Leak         | 155     | 3    |
| Other              | 17      | 1    |
| <b>NON-FIRE</b>    | 5332    | 400  |
| Lockout/In         | 72      | 6    |
| Water Emer         | 491     | 19   |
| Accidental         | 1020    | 101  |
| Defective          | 698     | 57   |
| Other              | 3051    | 217  |
| <b>GOOD INTENT</b> | 957     | 68   |
| Smoke Scare        | 316     | 25   |
| Other              | 641     | 43   |
| <b>FALSE</b>       | 639     | 80   |
| Malicious          | 545     | 69   |
| Other              | 94      | 11   |
| <b>RELOCATION</b>  | 721     | 9    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1900 |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 4050 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 9350 |
| Hose .75"                | 1950 |
| <b>Nbr Used</b>          |      |
| Scba                     | 383  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 21   |
| Foam                     | 3    |
| Oxygen                   | 147  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| First Aid Bag            | 628  |
| CO2 Meter                | 2    |
| Misc Tools               | 721  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 0    |
| Ldr Folding              | 276  |
| <b>Box Type</b>          |      |
| Fire                     | 36   |
| False                    | 122  |
| Other                    | 256  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 27550                | 1527 |

Reporting Engine Company

Engine 2

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3206    | 114  |
| Structure          | 2083    | 48   |
| Vehicle            | 442     | 15   |
| Other              | 681     | 51   |
| <b>EMS</b>         | 16418   | 836  |
| Cardiac            | 1566    | 71   |
| Medical Aid        | 12173   | 612  |
| Other              | 2679    | 153  |
| <b>HAZMAT</b>      | 172     | 4    |
| Spill/Leak         | 155     | 3    |
| Other              | 17      | 1    |
| <b>NON-FIRE</b>    | 5337    | 401  |
| Lockout/In         | 72      | 6    |
| Water Emer         | 491     | 19   |
| Accidental         | 1025    | 102  |
| Defective          | 698     | 57   |
| Other              | 3051    | 217  |
| <b>GOOD INTENT</b> | 957     | 68   |
| Smoke Scare        | 316     | 25   |
| Other              | 641     | 43   |
| <b>FALSE</b>       | 639     | 80   |
| Malicious          | 545     | 69   |
| Other              | 94      | 11   |
| <b>RELOCATION</b>  | 721     | 9    |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1900 |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 4050 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 9350 |
| Hose .75"                | 1950 |
| <b>Nbr Used</b>          |      |
| Scba                     | 383  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 21   |
| Foam                     | 3    |
| Oxygen                   | 147  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| FirstAid Bag             | 628  |
| CO2 Meter                | 2    |
| Misc Tools               | 721  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 0    |
| Ldr Folding              | 276  |
| <b>Box Type</b>          |      |
| Fire                     | 36   |
| False                    | 122  |
| Other                    | 257  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 39214                | 2625 |

Reporting Engine Company

Engine 3

AS of 23 JUL 11 @ 1225 hrs

Annual Report for 2011

EQUIPMENT USED

|                   | Minutes | Runs |
|-------------------|---------|------|
| <b>FIRE</b>       | 6237    | 191  |
| Structure         | 4211    | 77   |
| Vehicle           | 276     | 10   |
| Other             | 1800    | 104  |
| <b>EMS</b>        | 21255   | 1286 |
| Cardiac           | 1547    | 85   |
| Medical Aid       | 16050   | 1060 |
| Other             | 3658    | 140  |
| <b>HAZMAT</b>     | 214     | 9    |
| Spill/Leak        | 83      | 5    |
| Other             | 131     | 4    |
| <b>NON-FIRE</b>   | 8495    | 659  |
| Lockout/In        | 572     | 32   |
| Water Emer        | 468     | 19   |
| Accidental        | 3135    | 303  |
| Defective         | 2865    | 224  |
| Other             | 1395    | 85   |
| <b>GOODWILL</b>   | 1423    | 124  |
| Smoke Scare       | 546     | 51   |
| Other             | 877     | 73   |
| <b>FALSE</b>      | 1196    | 157  |
| Malicious         | 1010    | 142  |
| Other             | 186     | 15   |
| <b>RELOCATION</b> | 6       | 2    |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 1481  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 5600  |
| Hose 2.5"                | 700   |
| Hose 1.75"               | 12250 |
| Hose .75"                | 5900  |
| <b>Nbr Used</b>          |       |
| Scba                     | 209   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 1     |
| Extinguisher             | 6     |
| Foam                     | 0     |
| Oxygen                   | 209   |
| AED                      | 25    |
| Generator                | 1     |
| Port Pump                | 0     |
| First Aid Bag            | 1056  |
| CO2 Meter                | 2     |
| Misc Tools               | 1055  |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 51    |
| Ldr Roof                 | 100   |
| Ldr Folding              | 34    |
| <b>Box Type</b>          |       |
| Fire                     | 44    |
| False                    | 539   |
| Other                    | 201   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 12986                | 741  |

Reporting Engine Company

Engine 4

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 1173    | 30   |
| Structure          | 548     | 9    |
| Vehicle            | 161     | 4    |
| Other              | 464     | 17   |
| <b>EMS</b>         | 8384    | 419  |
| Cardiac            | 1718    | 71   |
| Medical Aid        | 5003    | 255  |
| Other              | 1663    | 93   |
| <b>HAZMAT</b>      | 44      | 3    |
| Spill/Leak         | 38      | 2    |
| Other              | 6       | 1    |
| <b>NON-FIRE</b>    | 2576    | 210  |
| Lockout/In         | 81      | 6    |
| Water Emer         | 301     | 6    |
| Accidental         | 743     | 77   |
| Defective          | 653     | 62   |
| Other              | 798     | 59   |
| <b>GOOD INTENT</b> | 361     | 30   |
| Smoke Scare        | 280     | 24   |
| Other              | 81      | 6    |
| <b>FALSE</b>       | 332     | 38   |
| Malicious          | 238     | 28   |
| Other              | 94      | 10   |
| <b>RELOCATION</b>  | 60      | 1    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 177  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 750  |
| Hose 2.5"                | 100  |
| Hose 1.75"               | 1000 |
| Hose .75"                | 800  |
| <b>Nbr Used</b>          |      |
| Scba                     | 18   |
| <b>Nbr of Items Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 1    |
| Foam                     | 0    |
| Oxygen                   | 125  |
| AED                      | 1    |
| Generator                | 0    |
| Port Pump                | 2    |
| First Aid Bag            | 211  |
| CO2 Meter                | 0    |
| Misc Tools               | 47   |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 32   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 13   |
| False                    | 75   |
| Other                    | 123  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 12986                | 741  |

Reporting Engine Company

Engine 4

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3173    | 30   |
| Structure          | 548     | 9    |
| Vehicle            | 161     | 4    |
| Other              | 464     | 17   |
| <b>EMS</b>         | 8384    | 419  |
| Cardiac            | 1718    | 71   |
| Medical Aid        | 5003    | 255  |
| Other              | 1663    | 93   |
| <b>HAZMAT</b>      | 44      | 3    |
| Spill/Leak         | 38      | 2    |
| Other              | 6       | 1    |
| <b>NON-FIRE</b>    | 2576    | 210  |
| Lockout/In         | 81      | 6    |
| Water Emer         | 301     | 6    |
| Accidental         | 743     | 77   |
| Defective          | 653     | 62   |
| Other              | 798     | 59   |
| <b>GOOD INTENT</b> | 361     | 30   |
| Smoke Scare        | 280     | 24   |
| Other              | 81      | 6    |
| <b>FALSE</b>       | 332     | 38   |
| Malicious          | 238     | 28   |
| Other              | 94      | 10   |
| <b>RELOCATION</b>  | 60      | 4    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 177  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 750  |
| Hose 2.5"                | 100  |
| Hose 1.75"               | 1000 |
| Hose .75"                | 800  |
| <b>Nbr Used</b>          |      |
| Scba                     | 18   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 1    |
| Foam                     | 0    |
| Oxygen                   | 125  |
| AED                      | 1    |
| Generator                | 0    |
| Port Pump                | 2    |
| FirstAid Bag             | 211  |
| CO2 Meter                | 0    |
| Misc Tools               | 47   |
| <b>Nbr of Reel Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 32   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 13   |
| False                    | 75   |
| Other                    | 123  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13797                | 637  |

Reporting Engine Company

Engine 5

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2512    | 42   |
| Structure          | 1902    | 25   |
| Vehicle            | 26      | 1    |
| Other              | 584     | 16   |
| <b>EMS</b>         | 5234    | 231  |
| Cardiac            | 685     | 25   |
| Medical Aid        | 3566    | 156  |
| Other              | 983     | 50   |
| <b>HAZMAT</b>      | 125     | 3    |
| Spill/Leak         | 125     | 3    |
| Other              | 0       | 0    |
| <b>NON-FIRE</b>    | 3019    | 238  |
| Lockout/In         | 22      | 2    |
| Water Emer         | 336     | 10   |
| Accidental         | 1932    | 171  |
| Defective          | 505     | 38   |
| Other              | 224     | 17   |
| <b>GOOD INTENT</b> | 2057    | 25   |
| Smoke Scare        | 1829    | 8    |
| Other              | 228     | 17   |
| <b>FALSE</b>       | 754     | 84   |
| Malicious          | 161     | 17   |
| Other              | 590     | 64   |
| <b>RELOCATION</b>  | 0       | 0    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 93   |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 0    |
| Hose 2.5"                | 0    |
| Hose 1.75"               | 1150 |
| Hose .75"                | 300  |
| <b>Nbr Used</b>          |      |
| Scba                     | 30   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 2    |
| Foam                     | 0    |
| Oxygen                   | 56   |
| AED                      | 1    |
| Generator                | 2    |
| Port Pump                | 0    |
| First Aid Bag            | 188  |
| CO2 Meter                | 1    |
| Misc Tools               | 233  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 0    |
| Ldr Folding              | 10   |
| <b>Box Type</b>          |      |
| Fire                     | 7    |
| False                    | 49   |
| Other                    | 208  |



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13797                | 637  |

Reporting Engine Company

Engine 5

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2512    | 42   |
| Structure          | 1902    | 25   |
| Vehicle            | 26      | 1    |
| Other              | 584     | 16   |
| <b>EMS</b>         | 5234    | 231  |
| Cardiac            | 685     | 25   |
| Medical Aid        | 3566    | 156  |
| Other              | 983     | 50   |
| <b>HAZMAT</b>      | 125     | 3    |
| Spill/Leak         | 125     | 3    |
| Other              | 0       | 0    |
| <b>NON-FIRE</b>    | 3019    | 238  |
| Lockout/In         | 22      | 2    |
| Water Emer         | 336     | 10   |
| Accidental         | 1932    | 171  |
| Defective          | 505     | 38   |
| Other              | 224     | 17   |
| <b>GOOD INTENT</b> | 2057    | 25   |
| Smoke Scare        | 1829    | 8    |
| Other              | 228     | 17   |
| <b>FALSE</b>       | 751     | 81   |
| Malicious          | 161     | 17   |
| Other              | 590     | 64   |
| <b>RELOCATION</b>  | 0       | 0    |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 93   |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 0    |
| Hose 2.5"                | 0    |
| Hose 1.75"               | 1150 |
| Hose .75"                | 300  |
| <b>Nbr Used</b>          |      |
| Scba                     | 30   |
| <b>Nbr of Items Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 2    |
| Foam                     | 0    |
| Oxygen                   | 56   |
| AED                      | 1    |
| Generator                | 2    |
| Port Pump                | 0    |
| First Aid Bag            | 188  |
| CO2 Meter                | 1    |
| Misc Tools               | 233  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 0    |
| Ldr Folding              | 10   |
| <b>Box Type</b>          |      |
| Fire                     | 7    |
| False                    | 49   |
| Other                    | 208  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 23563                | 1308 |

Reporting Engine Company

Engine 6

Annual Report for 2011

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>4034</b>  | <b>111</b> |
| Structure          | 2728         | 66         |
| Vehicle            | 565          | 17         |
| Other              | 741          | 28         |
| <b>EMS</b>         | <b>14671</b> | <b>787</b> |
| Cardiac            | 1995         | 80         |
| Medical Aid        | 11603        | 646        |
| Other              | 1073         | 61         |
| <b>HAZMAT</b>      | <b>203</b>   | <b>7</b>   |
| Spill/Leak         | 116          | 5          |
| Other              | 87           | 2          |
| <b>NON-FIRE</b>    | <b>2683</b>  | <b>177</b> |
| Lockout/In         | 140          | 8          |
| Water Emer         | 257          | 8          |
| Accidental         | 857          | 73         |
| Defective          | 719          | 42         |
| Other              | 710          | 46         |
| <b>GOOD INTENT</b> | <b>662</b>   | <b>47</b>  |
| Smoke Scare        | 256          | 15         |
| Other              | 406          | 32         |
| <b>FALSE</b>       | <b>1190</b>  | <b>160</b> |
| Malicious          | 1074         | 148        |
| Other              | 116          | 12         |
| <b>RELOCATION</b>  | <b>0</b>     | <b>0</b>   |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 715  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2150 |
| Hose 2.5"                | 0    |
| Hose 1.75"               | 6675 |
| Hose .75"                | 2320 |
| <b>Nbr Used</b>          |      |
| Scba                     | 133  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 5    |
| Foam                     | 0    |
| Oxygen                   | 84   |
| AED                      | 6    |
| Generator                | 4    |
| Port Pump                | 1    |
| First Aid Bag            | 588  |
| CO2 Meter                | 3    |
| Misc Tools               | 714  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 16   |
| Ldr Roof                 | 30   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 15   |
| False                    | 153  |
| Other                    | 47   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 30668                | 1650 |

Reporting Engine Company

Engine 7

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>6470</b>  | <b>190</b> |
| Structure          | 4784         | 85         |
| Vehicle            | 364          | 9          |
| Other              | 1322         | 96         |
| <b>EMS</b>         | <b>10849</b> | <b>630</b> |
| Cardiac            | 638          | 37         |
| Medical Aid        | 7990         | 440        |
| Other              | 2221         | 153        |
| <b>HAZMAT</b>      | <b>217</b>   | <b>7</b>   |
| Spill/Leak         | 187          | 6          |
| Other              | 30           | 1          |
| <b>NON-FIRE</b>    | <b>10537</b> | <b>654</b> |
| Lockout/In         | 874          | 36         |
| Water Emer         | 1257         | 37         |
| Accidental         | 4072         | 273        |
| Defective          | 2198         | 141        |
| Other              | 2136         | 167        |
| <b>GOOD INTENT</b> | <b>493</b>   | <b>41</b>  |
| Smoke Scare        | 176          | 15         |
| Other              | 317          | 26         |
| <b>FALSE</b>       | <b>802</b>   | <b>83</b>  |
| Malicious          | 621          | 68         |
| Other              | 181          | 15         |
| <b>RELOCATION</b>  | <b>1138</b>  | <b>14</b>  |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 558   |
| <u>Nbr of Feet Used</u>  |       |
| Hose 3"                  | 2700  |
| Hose 2.5"                | 150   |
| Hose 1.75"               | 21250 |
| Hose .75"                | 2700  |
| <u>Nbr Used</u>          |       |
| Scba                     | 541   |
| <u>Nbr of Times Used</u> |       |
| Master Appl              | 0     |
| Extinguisher             | 21    |
| Foam                     | 0     |
| Oxygen                   | 225   |
| AED                      | 3     |
| Generator                | 1     |
| Port Pump                | 3     |
| First Aid Bag            | 542   |
| CO2 Meter                | 2     |
| Misc Tools               | 588   |
| <u>Nbr of Feet Used</u>  |       |
| Ldr Extension            | 35    |
| Ldr Roof                 | 18    |
| Ldr Folding              | 10    |
| <u>Box Type</u>          |       |
| Fire                     | 62    |
| False                    | 215   |
| Other                    | 388   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 39668                | 1650 |

Reporting Engine Company

Engine 7

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>6470</b>  | <b>190</b> |
| Structure          | 4784         | 85         |
| Vehicle            | 364          | 9          |
| Other              | 1322         | 96         |
| <b>EMT</b>         | <b>10849</b> | <b>630</b> |
| Cardiac            | 638          | 37         |
| Medical Aid        | 7990         | 440        |
| Other              | 2221         | 153        |
| <b>HAZMAT</b>      | <b>217</b>   | <b>7</b>   |
| Leak               | 187          | 6          |
| Other              | 30           | 1          |
| <b>NON-FIRE</b>    | <b>10537</b> | <b>654</b> |
| Subst/In           | 874          | 36         |
| For Emer           | 1257         | 37         |
| Residential        | 4072         | 273        |
| Protective         | 2198         | 141        |
| Other              | 2136         | 167        |
| <b>GOOD INTENT</b> | <b>493</b>   | <b>41</b>  |
| Smoke Scare        | 176          | 15         |
| Other              | 317          | 26         |
| <b>FAULTY</b>      | <b>802</b>   | <b>83</b>  |
| Accidents          | 621          | 68         |
| Other              | 181          | 15         |
| <b>RELOCATION</b>  | <b>1138</b>  | <b>14</b>  |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 558   |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 2700  |
| Hose 2.5"                | 150   |
| Hose 1.75"               | 21250 |
| Hose .75"                | 2700  |
| <b>Nbr Used</b>          |       |
| Scba                     | 541   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 0     |
| Extinguisher             | 21    |
| Foam                     | 0     |
| Oxygen                   | 225   |
| AED                      | 3     |
| Generator                | 1     |
| Port Pump                | 3     |
| First Aid Bag            | 542   |
| CO2 Meter                | 2     |
| Misc Tools               | 588   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 35    |
| Ldr Roof                 | 18    |
| Ldr Folding              | 10    |
| <b>Box Type</b>          |       |
| Fire                     | 62    |
| False                    | 215   |
| Other                    | 388   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 32889                | 2026 |

Reporting Engine Company

Engine 8

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 5557    | 220  |
| Structure          | 4230    | 129  |
| Vehicle            | 308     | 11   |
| Other              | 1019    | 80   |
| <b>EMS</b>         | 19783   | 1202 |
| Cardiac            | 1925    | 87   |
| Medical Aid        | 16666   | 1036 |
| Other              | 1192    | 79   |
| <b>HAZMAT</b>      | 157     | 7    |
| Spill/Leak         | 142     | 6    |
| Other              | 15      | 1    |
| <b>NON-FIRE</b>    | 5288    | 313  |
| Lockout/In         | 93      | 7    |
| Water Emer         | 402     | 19   |
| Accidental         | 1533    | 139  |
| Defective          | 1144    | 95   |
| Other              | 2116    | 53   |
| <b>GOOD INTENT</b> | 711     | 63   |
| Smoke Scare        | 419     | 33   |
| Other              | 292     | 30   |
| <b>FALSE</b>       | 1087    | 143  |
| Malicious          | 1005    | 133  |
| Other              | 82      | 10   |
| <b>RELOCATION</b>  | 7       | 2    |

**EQUIPMENT USED**

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 2650  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 13150 |
| Hose 2.5"                | 750   |
| Hose 1.75"               | 21553 |
| Hose .75"                | 39650 |
| <b>Nbr Used</b>          |       |
| Scba                     | 682   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 1     |
| Extinguisher             | 15    |
| Foam                     | 0     |
| Oxygen                   | 154   |
| AED                      | 182   |
| Generator                | 2     |
| Port Pump                | 1     |
| FirstAid Bag             | 698   |
| CO2 Meter                | 1     |
| Misc Tools               | 623   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 16    |
| Ldr Roof                 | 0     |
| Ldr Folding              | 26    |
| <b>Box Type</b>          |       |
| Fire                     | 83    |
| False                    | 210   |
| Other                    | 131   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 23436                | 1236 |

Reporting Engine Company

Engine 9

Annual Report for 2011

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>2847</b>  | <b>79</b>  |
| Structure          | 1729         | 35         |
| Vehicle            | 250          | 8          |
| Other              | 868          | 36         |
| <b>EMS</b>         | <b>11983</b> | <b>490</b> |
| Cardiac            | 3560         | 73         |
| Medical Aid        | 7537         | 383        |
| Other              | 886          | 34         |
| <b>HAZMAT</b>      | <b>473</b>   | <b>11</b>  |
| Spill/Leak         | 134          | 7          |
| Other              | 339          | 4          |
| <b>NON-FIRE</b>    | <b>6520</b>  | <b>499</b> |
| Lockout/In         | 100          | 7          |
| Water Emer         | 530          | 25         |
| Accidental         | 2870         | 254        |
| Defective          | 2312         | 170        |
| Other              | 708          | 43         |
| <b>GOOD INTENT</b> | <b>816</b>   | <b>67</b>  |
| Smoke Scare        | 436          | 38         |
| Other              | 380          | 29         |
| <b>FALSE</b>       | <b>648</b>   | <b>68</b>  |
| Malicious          | 566          | 58         |
| Other              | 82           | 10         |
| <b>RELOCATION</b>  | <b>15</b>    | <b>2</b>   |

**EQUIPMENT USED**

|                          |      |
|--------------------------|------|
| Pump Minutes             | 905  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2100 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 2800 |
| Hose .75"                | 1500 |
| <b>Nbr Used</b>          |      |
| Scba                     | 99   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 3    |
| Foam                     | 0    |
| Oxygen                   | 103  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| FirstAid Bag             | 315  |
| CO2 Meter                | 1    |
| Misc Tools               | 107  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 10   |
| Ldr Folding              | 20   |
| <b>Box Type</b>          |      |
| Fire                     | 31   |
| False                    | 244  |
| Other                    | 211  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 23436                | 1236 |

Reporting Engine Company

Engine 9

Annual Report for 2011

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>2847</b>  | <b>79</b>  |
| Structure          | 1729         | 35         |
| Vehicle            | 250          | 8          |
| Other              | 868          | 36         |
| <b>EMS</b>         | <b>11983</b> | <b>490</b> |
| Cardiac            | 3560         | 73         |
| Medical Aid        | 7537         | 383        |
| Other              | 886          | 34         |
| <b>HAZMAT</b>      | <b>473</b>   | <b>11</b>  |
| Spill/Leak         | 134          | 7          |
| Other              | 339          | 4          |
| <b>NON-FIRE</b>    | <b>6520</b>  | <b>499</b> |
| Lockout/In         | 100          | 7          |
| Water Emer         | 530          | 25         |
| Accidental         | 2870         | 254        |
| Defective          | 2312         | 170        |
| Other              | 708          | 43         |
| <b>GOOD INTENT</b> | <b>816</b>   | <b>67</b>  |
| Smoke Scare        | 436          | 38         |
| Other              | 380          | 29         |
| <b>FALSE</b>       | <b>648</b>   | <b>68</b>  |
| Malicious          | 566          | 58         |
| Other              | 82           | 10         |
| <b>RELOCATION</b>  | <b>15</b>    | <b>2</b>   |

**EQUIPMENT USED**

|                          |      |
|--------------------------|------|
| Pump Minutes             | 905  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2100 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 2800 |
| Hose .75"                | 1500 |
| <b>Nbr Used</b>          |      |
| Scba                     | 99   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 3    |
| Foam                     | 0    |
| Oxygen                   | 103  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| FirstAid Bag             | 315  |
| CO2 Meter                | 1    |
| Misc Tools               | 107  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 10   |
| Ldr Folding              | 20   |
| <b>Box Type</b>          |      |
| Fire                     | 31   |
| False                    | 244  |
| Other                    | 211  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |       |
|----------------------|-------|
| Service Time Minutes | Runs  |
| 66,005               | 2,978 |

Reporting Engine Company

Engine 10

Annual Report for 2010

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 6296    | 221  |
| Structure          | 4908    | 140  |
| Vehicle            | 486     | 15   |
| Other              | 902     | 66   |
| <b>EMS</b>         | 26239   | 1694 |
| Cardiac            | 2208    | 118  |
| Medical Aid        | 18151   | 1132 |
| Other              | 5880    | 444  |
| <b>HAZMAT</b>      | 383     | 14   |
| Spill/Leak         | 322     | 11   |
| Other              | 61      | 3    |
| <b>NON-FIRE</b>    | 608735  | 580  |
| Lockout/In         | 222     | 17   |
| Water Emer         | 809     | 32   |
| Accidental         | 604626  | 292  |
| Defective          | 1866    | 167  |
| Other              | 1212    | 72   |
| <b>GOOD INTENT</b> | 1031    | 100  |
| Smoke Scare        | 352     | 35   |
| Other              | 679     | 65   |
| <b>FALSE</b>       | 1016    | 277  |
| Malicious          | 1216    | 209  |
| Other              | 699     | 68   |
| <b>RELOCATION</b>  | 40      | 3    |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 1604  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 10450 |
| Hose 2.5"                | 450   |
| Hose 1.75"               | 12900 |
| Hose .75"                | 6050  |
| <b>Nbr Used</b>          |       |
| Scba                     | 325   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 0     |
| Extinguisher             | 4     |
| Foam                     | 0     |
| Oxygen                   | 220   |
| AED                      | 14    |
| Generator                | 4     |
| Port Pump                | 3     |
| First Aid Bag            | 1350  |
| CO2 Meter                | 5     |
| Misc Tools               | 578   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 52    |
| Ldr Roof                 | 50    |
| Ldr Folding              | 24    |
| <b>Box Type</b>          |       |
| Fire                     | 64    |
| False                    | 322   |
| Other                    | 295   |



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 24931                | 1431 |

Reporting Engine Company

Engine 11

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3863    | 125  |
| Structure          | 3271    | 87   |
| Vehicle            | 228     | 8    |
| Other              | 364     | 30   |
| <b>EMS</b>         | 13825   | 602  |
| Cardiac            | 1988    | 67   |
| Medical Aid        | 10786   | 472  |
| Other              | 1051    | 63   |
| <b>HAZMAT</b>      | 127     | 6    |
| Spill/Leak         | 34      | 2    |
| Other              | 93      | 4    |
| <b>NON-FIRE</b>    | 3587    | 230  |
| Lockout/In         | 151     | 9    |
| Water Emer         | 445     | 9    |
| Accidental         | 1385    | 116  |
| Defective          | 859     | 53   |
| Other              | 747     | 43   |
| <b>GOOD INTENT</b> | 573     | 43   |
| Smoke Scare        | 280     | 23   |
| Other              | 293     | 20   |
| <b>FALSE</b>       | 2691    | 106  |
| Malicious          | 2600    | 97   |
| Other              | 91      | 9    |
| <b>RELOCATION</b>  | 182     | 2    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 751  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2600 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 6800 |
| Hose .75"                | 3350 |
| <b>Nbr Used</b>          |      |
| Scba                     | 245  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 8    |
| Foam                     | 1    |
| Oxygen                   | 243  |
| AED                      | 110  |
| Generator                | 1    |
| Port Pump                | 3    |
| FirstAid Bag             | 535  |
| CO2 Meter                | 2    |
| Misc Tools               | 195  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 20   |
| Ldr Roof                 | 16   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 67   |
| False                    | 102  |
| Other                    | 269  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 38349                | 2097 |

Reporting Engine Company

Engine 12

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2931    | 124  |
| Structure          | 1337    | 23   |
| Vehicle            | 199     | 5    |
| Other              | 1395    | 96   |
| <b>EMS</b>         | 25009   | 1346 |
| Cardiac            | 4438    | 193  |
| Medical Aid        | 17665   | 967  |
| Other              | 2906    | 186  |
| <b>HAZMAT</b>      | 261     | 7    |
| Spill/Leak         | 246     | 6    |
| Other              | 15      | 1    |
| <b>NON-FIRE</b>    | 7463    | 325  |
| Lockout/In         | 133     | 10   |
| Water Emer         | 1183    | 27   |
| Accidental         | 1600    | 141  |
| Defective          | 3469    | 95   |
| Other              | 1078    | 52   |
| <b>GOOD INTENT</b> | 863     | 74   |
| Smoke Scare        | 177     | 17   |
| Other              | 686     | 57   |
| <b>FALSE</b>       | 1241    | 174  |
| Malicious          | 948     | 146  |
| Other              | 293     | 25   |
| <b>RELOCATION</b>  | 265     | 6    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1714 |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 3350 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 5650 |
| Hose .75"                | 8700 |
| <b>Nbr Used</b>          |      |
| Scba                     | 75   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 6    |
| Foam                     | 0    |
| Oxygen                   | 254  |
| AED                      | 6    |
| Generator                | 1    |
| Port Pump                | 4    |
| First Aid Bag            | 1100 |
| CO2 Meter                | 2    |
| Misc Tools               | 678  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 58   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 21   |
| False                    | 179  |
| Other                    | 107  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 38349                | 2097 |

Reporting Engine Company

Engine 12

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2931    | 124  |
| Structure          | 1337    | 23   |
| Vehicle            | 199     | 5    |
| Other              | 1395    | 96   |
| <b>EMS</b>         | 25009   | 1346 |
| Cardiac            | 4438    | 193  |
| Medical Aid        | 17665   | 967  |
| Other              | 2906    | 186  |
| <b>HAZMAT</b>      | 261     | 7    |
| Spill/Leak         | 246     | 6    |
| Other              | 15      | 1    |
| <b>NON-FIRE</b>    | 7463    | 325  |
| Lockout/In         | 133     | 10   |
| Water Emer         | 1183    | 27   |
| Accidental         | 1600    | 141  |
| Defective          | 3469    | 95   |
| Other              | 1078    | 52   |
| <b>GOOD INTENT</b> | 863     | 74   |
| Smoke Scare        | 177     | 17   |
| Other              | 686     | 57   |
| <b>FALSE</b>       | 1241    | 171  |
| Malicious          | 948     | 146  |
| Other              | 293     | 25   |
| <b>RELOCATION</b>  | 265     | 6    |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1714 |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 3350 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 5650 |
| Hose .75"                | 8700 |
| <b>Nbr Used</b>          |      |
| Scba                     | 75   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 6    |
| Foam                     | 0    |
| Oxygen                   | 254  |
| AED                      | 6    |
| Generator                | 1    |
| Port Pump                | 4    |
| First Aid Bag            | 1100 |
| CO2 Meter                | 2    |
| Misc Tools               | 678  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 58   |
| Ldr Folding              | 0    |
| <b>Box L.P.C.</b>        |      |
| Fire                     | 21   |
| False                    | 179  |
| Other                    | 107  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 20542                | 1140 |

Reporting Engine Company

Engine 13

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2990    | 68   |
| Structure          | 1997    | 47   |
| Vehicle            | 183     | 5    |
| Other              | 810     | 16   |
| <b>EMS</b>         | 12359   | 688  |
| Cardiac            | 1321    | 53   |
| Medical Aid        | 9225    | 525  |
| Other              | 1813    | 110  |
| <b>HAZMAT</b>      | 242     | 8    |
| Spill/Leak         | 108     | 4    |
| Other              | 134     | 4    |
| <b>NON-FIRE</b>    | 3654    | 245  |
| Lockout/In         | 181     | 9    |
| Water Emer         | 272     | 11   |
| Accidental         | 1243    | 107  |
| Defective          | 668     | 52   |
| Other              | 1290    | 66   |
| <b>GOOD INTENT</b> | 737     | 48   |
| Smoke Scare        | 269     | 17   |
| Other              | 468     | 31   |
| <b>FALSE</b>       | 461     | 63   |
| Malicious          | 347     | 49   |
| Other              | 114     | 14   |
| <b>RELOCATION</b>  | 0       | 0    |

| EQUIPMENT USED    |      |
|-------------------|------|
| Pump Minutes      | 843  |
| Nbr of Feet Used  |      |
| Hose 3"           | 3300 |
| Hose 2.5"         | 0    |
| Hose 1.75"        | 4100 |
| Hose .75"         | 1300 |
| Nbr Used          |      |
| Scba              | 94   |
| Nbr of Times Used |      |
| Master Appl       | 1    |
| Extinguisher      | 2    |
| Foam              | 0    |
| Oxygen            | 156  |
| AED               | 4    |
| Generator         | 23   |
| Port Pump         | 1    |
| FirstAid Bag      | 601  |
| CO2 Meter         | 0    |
| Misc Tools        | 386  |
| Nbr of Feet Used  |      |
| Ldr Extension     | 119  |
| Ldr Roof          | 16   |
| Ldr Folding       | 20   |
| Box Type          |      |
| Fire              | 15   |
| False             | 49   |
| Other             | 135  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 28313                | 1699 |

Reporting Engine Company

Engine 14

Annual Report for 2011

|                    | Minutes      | Runs       | EQUIPMENT USED           |       |
|--------------------|--------------|------------|--------------------------|-------|
| <b>FIRE</b>        | <b>5897</b>  | <b>199</b> | Pump Minutes             | 1280  |
| Structure          | 3793         | 89         | <b>Nbr of Feet Used</b>  |       |
| Vehicle            | 345          | 13         | Hose 3"                  | 8600  |
| Other              | 1759         | 97         | Hose 2.5"                | 200   |
| <b>EMS</b>         | <b>14258</b> | <b>815</b> | Hose 1.75"               | 11250 |
| Cardiac            | 656          | 26         | Hose .75"                | 2800  |
| Medical Aid        | 12749        | 728        | <b>Nbr Used</b>          |       |
| Other              | 853          | 61         | Scba                     | 185   |
| <b>HAZMAT</b>      | <b>241</b>   | <b>8</b>   | <b>Nbr of Times Used</b> |       |
| Spill/Leak         | 214          | 6          | Master Appl              | 1     |
| Other              | 27           | 2          | Extinguisher             | 6     |
| <b>NON-FIRE</b>    | <b>5075</b>  | <b>361</b> | Foam                     | 0     |
| Lockout/In         | 32           | 3          | Oxygen                   | 186   |
| Water Emer         | 795          | 27         | AED                      | 2     |
| Accidental         | 1849         | 167        | Generator                | 0     |
| Defective          | 1257         | 80         | Port Pump                | 1     |
| Other              | 1142         | 84         | FirstAid Bag             | 654   |
| <b>GOOD INTENT</b> | <b>1130</b>  | <b>93</b>  | CO2 Meter                | 0     |
| Smoke Scare        | 578          | 50         | Misc Tools               | 457   |
| Other              | 552          | 43         | <b>Nbr of Feet Used</b>  |       |
| <b>FALSE</b>       | <b>1336</b>  | <b>176</b> | Ldr Extension            | 0     |
| Malicious          | 1232         | 168        | Ldr Roof                 | 0     |
| Other              | 104          | 8          | Ldr Folding              | 28    |
| <b>RELOCATION</b>  | <b>45</b>    | <b>1</b>   | <b>Box Type</b>          |       |
|                    |              |            | Fire                     | 39    |
|                    |              |            | False                    | 218   |
|                    |              |            | Other                    | 230   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 33284                | 1694 |

Reporting Engine Company

Engine 15

Annual Report for 2011

|                    | Minutes      | Runs        |
|--------------------|--------------|-------------|
| <b>FIRE</b>        | <b>2893</b>  | <b>98</b>   |
| Structure          | 2057         | 39          |
| Vehicle            | 163          | 6           |
| Other              | 673          | 53          |
| <b>EMS</b>         | <b>23074</b> | <b>1026</b> |
| Cardiac            | 1997         | 82          |
| Medical Aid        | 16690        | 819         |
| Other              | 4387         | 125         |
| <b>HAZMAT</b>      | <b>224</b>   | <b>11</b>   |
| Spill/Leak         | 224          | 11          |
| Other              | 0            | 0           |
| <b>NON-FIRE</b>    | <b>3950</b>  | <b>268</b>  |
| Lockout/In         | 229          | 21          |
| Water Emer         | 554          | 15          |
| Accidental         | 1261         | 106         |
| Defective          | 978          | 72          |
| Other              | 928          | 54          |
| <b>GOOD INTENT</b> | <b>975</b>   | <b>62</b>   |
| Smoke Scare        | 468          | 30          |
| Other              | 507          | 32          |
| <b>FALSE</b>       | <b>1343</b>  | <b>198</b>  |
| Malicious          | 1155         | 185         |
| Other              | 188          | 13          |
| <b>RELOCATION</b>  | <b>177</b>   | <b>2</b>    |

**EQUIPMENT USED**

|                          |      |
|--------------------------|------|
| Pump Minutes             | 756  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 3900 |
| Hose 2.5"                | 150  |
| Hose 1.75"               | 5150 |
| Hose .75"                | 3380 |
| <b>Nbr Used</b>          |      |
| Scba                     | 91   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 4    |
| Foam                     | 0    |
| Oxygen                   | 137  |
| AED                      | 11   |
| Generator                | 0    |
| Port Pump                | 3    |
| First Aid Bag            | 564  |
| CO2 Meter                | 4    |
| Misc Tools               | 297  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 24   |
| Ldr Roof                 | 16   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 13   |
| False                    | 183  |
| Other                    | 99   |

The following data is from January 1, 2011 through July 22, 2011  
(YTD)

Washington Street Fire Station

---

Special Hazards 1 = 992 Runs  
Engine Company 3 = 2,628 Runs  
Tower Ladder 1 = 1,148 Runs  
Rescue Company 4 = 3,242 Runs  
Division 1 = 1,193 Runs  
Total = 9,203 Runs

Branch Avenue Fire Station

Engine Company 2 = 1,580 Runs  
Ladder Company 7 = 600 Runs  
Rescue Company 3 = 3,094 Runs  
Battalion 3 = 1,159 Runs  
Total = 6,433 Runs

Rochambeau Avenue Fire Station

Engine Company 4 = 776 Runs  
Total = 776 Runs

Humboldt Avenue Fire Station

Engine Company 5 = 665 Runs  
Total = 665 Runs

Hartford Avenue Fire Station

Engine Company 6 = 1,365 Runs  
Rescue Company 2 = 2,902 Runs  
Total = 4,267 Runs

North Main Street Fire Station

Engine Company 7 = 1,731 Runs  
Ladder Company 4 = 1,048 Runs  
Rescue Company 5 = 2,884 Runs  
Air Supply 1 = 83 Runs  
Total = 5,746 Runs

Messer Street Fire Station

Engine Company 8 = 2,022 Runs  
Tower Ladder 2 = 852 Runs  
Battalion 2 = 20 Runs  
Total = 2,894 Runs

Brook Street Fire Station

Engine Company 9 = 1,301 Runs  
Ladder Company 8 = 660 Runs  
Total = 1,961 Runs

Broad Street Fire Station

Engine Company 10 = 1,707 Runs  
Ladder Company 5 = 708 Runs  
Total = 2,415 Runs

Reservoir Avenue Fire Station

Engine Company 11 = 1,166 Runs  
Total = 1,166 Runs



Admiral Street Fire Station

Engine Company 12 = 2,174 Runs  
Ladder Company 3 = 791 Runs  
Total = 2,965 Runs

---

Allen's Avenue Fire Station

Engine Company 13 = 1,181 Runs  
Rescue Company 1 = 3,089 Runs  
Total = 4,270 Runs

Atwell's Avenue Fire Station

Engine Company 14 = 1,810 Runs  
Ladder Company 6 = 857 Runs  
Rescue Company 6 = 3,085 Runs  
Total = 5,752 Runs

Mount Pleasant Avenue Station

Engine Company 15 = 1,728 Runs  
Total = 1,728 Runs

BC James Taylor  
Chief of Communications  
Providence Fire Department

The following data is from July 1, 2010 through June 30, 2011 (FY2011)

Washington Street Fire Station

Special Hazards 1 = 1,907 Runs  
Engine Company 3 = 4,652 Runs  
Tower Ladder 1 = 2,059 Runs  
Rescue Company 4 = 5,798 Runs  
Division 1 = 1,827 Runs  
Total = 16,243 Runs

Branch Avenue Fire Station

Engine Company 2 = 2,802 Runs  
Ladder Company 7 = 1,126 Runs  
Rescue Company 3 = 5,432 Runs  
Battalion 3 = 1,899 Runs  
Total = 11,259 Runs

Rochambeau Avenue Fire Station

Engine Company 4 = 1,412 Runs  
Total = 1,412 Runs

Humboldt Avenue Fire Station

Engine Company 5 = 1,173 Runs  
Total = 1,173 Runs

Hartford Avenue Fire Station

Engine Company 6 = 2,495 Runs  
Rescue Company 2 = 5,211 Runs  
Total = 7,706 Runs

North Main Street Fire Station

Engine Company 7 = 3,137 Runs  
Ladder Company 4 = 1,800 Runs  
Rescue Company 5 = 5,085 Runs  
Air Supply 1 = 138 Runs  
Total = 10,160 Runs

---

Messer Street Fire Station

Engine Company 8 = 3,789 Runs  
Tower Ladder 2 = 1,618 Runs  
Battalion 2 = 691 Runs  
Total = 6,098 Runs

Brook Street Fire Station

Engine Company 9 = 2,391 Runs  
Ladder Company 8 = 1,210 Runs  
Total = 3,601 Runs

Broad Street Fire Station

Engine Company 10 = 3,005 Runs  
Ladder Company 5 = 1,311 Runs  
Total = 4,316 Runs

Reservoir Avenue Fire Station

Engine Company 11 = 2,056 Runs  
Total = 2,056 Runs

Admiral Street Fire Station

Engine Company 12 = 3,927 Runs  
Ladder Company 3 = 1,450 Runs  
Total = 5,377 Runs

Allen's Avenue Fire Station

Engine Company 13 = 2,094 Runs

Rescue Company 1 = 5,457 Runs

Total = 7,551 Runs

---

Atwell's Avenue Fire Station

Engine Company 14 = 3,322 Runs

Ladder Company 6 = 1,566 Runs

Rescue Company 6 = 5,609 Runs

Total = 10,497 Runs

Mount Pleasant Avenue Station

Engine Company 15 = 3,100 Runs

Total = 3,100 Runs

BC James Taylor

Chief of Communications

Providence Fire Department

# RESOLUTION OF THE CITY COUNCIL

No. 433



Approved August 2, 2011

Resolution, Together with accompanying copy of Tentative Agreement between Local 799, International Association of Firefighters, AFL-CIO and the City of Providence for the period of July 1, 2013 through June 30, 2016.

IN CITY COUNCIL

JUL 29 2011

READ AND PASSED

  
PRES.  
  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 8/2/11



Mayor of Providence

Angel Taveras

---

July 1, 2011

*HAND-DELIVERED*

Hon. Michael A. Solomon  
President  
Providence City Council  
Providence City Hall  
Providence, RI 02903

*RE: LOCAL 799 CONTRACTS*

Dear President Solomon,

Please find enclosed with this correspondence two agreements by and between the City of Providence, Rhode Island and the Local 799, International Association of Firefighters, AFL-CIO for the period of July 1, 2011 through June 30, 2013 and July 1, 2013 through June 30, 2016.

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

Sincerely,

A handwritten signature in cursive script that reads "Angel Taveras".

Angel Taveras  
Mayor

Enclosures

City of Providence, Rhode Island 02903-1789  
Phone (401) 421-7740 Fax (401) 274-8240

July 1, 2013 – June 30, 2016

---

# 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 28th day of June, 2011 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

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

WHEREAS, the parties' negotiations have resulted in this Tentative 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; and

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;

NOW, THEREFORE, the parties agree as follows:

1. The document titled "Collective Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2011 to June 30, 2013 is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2013 to June 30, 2016, except as expressly modified herein.

PRD AT



2. Article VI

Section 6 - CALL-BACK

Effective ~~June 30, 2014~~ ~~July 1, 2011~~ in the event it becomes necessary due to the minimum staffing level falling below ~~ninety 90~~ **ninety two (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 (90)~~ **ninety two (92)** personnel.

3. Article VII

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 2012 and 2013 **2014, 2015, 2016** only. Members shall not be allowed to use, during the calendar years, **2014, 2015, 2016** 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 years **2014, 2015, 2016** regardless of the source of the time or the type of usage (single day or consecutive week (s) ) shall be as follows:

|                  |         |
|------------------|---------|
| 1 year or less   | 4 days  |
| 1 – 5 years      | 8 days  |
| 5 – 10 years     | 12 days |
| 10 – 15 years    | 16 days |
| 15 or more years | 20 days |

4. Article VII

Section 8 - PAID HOLIDAYS

**Notwithstanding anything to the contrary herein above, the parties further agree that for calendar years 2014, 2015, and 2016 only, Rhode Island Independence Day Holiday payment shall be temporarily eliminated.**

PWD  
AT

5. Article VIII  
CLOTHING PROVISION

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

6. ARTICLE XIII

Section 1 - SALARY FOR THE FIREFIGHTERS

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

|                          |                |               |
|--------------------------|----------------|---------------|
| <u>Effective 7/01/13</u> | <u>(13-14)</u> | <u>0.00%*</u> |
| <u>Effective 7/01/14</u> | <u>(14-15)</u> | <u>0.00%*</u> |
| <u>Effective 7/01/15</u> | <u>(15-16)</u> | <u>0.00%*</u> |

\*Wage Re opener by MOU

Effective July 1, 2013, all members possessing a Hazardous Materials Operations certification, as long as said member retains his/her certification, shall receive an additional \$10.00 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.

7. Article XIV

Section 1 - HEALTH INSURANCE

Effective July 1, 2013, all active members shall contribute \$1014.00 annually to the premium for an individual health insurance plan and \$2028.00 annually for a family plan, on a pre-tax basis.

PRD  
AT

Effective July 1, 2014, all active members shall contribute \$1092.00 annually to the premium for an individual health insurance plan and \$2184.00 annually for a family plan, on a pre-tax basis.

Effective July 1, 2015, all active members shall contribute \$1170.00 annually to the premium for an individual health insurance plan and \$2340.00 annually for a family plan, on a pre-tax basis.

8. Article XIX  
MINIMUM MANNING

Effective ~~January 1, 2012~~ June 30, 2014 the City agrees to staff Rescue 7 with two (2) members and the City agrees to increase the minimum staffing level per shift to ~~ninety-four (94)~~ ninety-two (92) members.

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

9. Article XXIII  
MUTUAL AID

~~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 the mutual aid before all off duty Providence firefighters are called back~~

PRD  
AT

10. ARTICLE XXX  
DURATION

This Agreement shall be for the term beginning July 1, ~~2010~~ 2013 and ending June 30, ~~2013~~ 2016.

---

The parties agree that the terms and conditions of this July 1, ~~2010~~ 2013 to June 30, ~~2013~~ 2016 Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

WHEREFORE, the parties hereto, having read the 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 28th day of June, 2011.

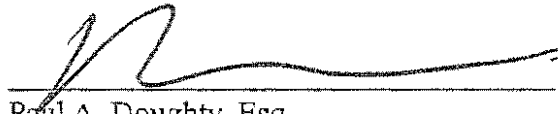
CITY OF PROVIDENCE


LOCAL 799, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

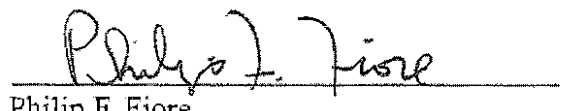
By:

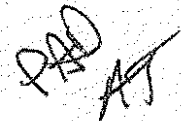
By:

  
\_\_\_\_\_  
Angel Taveras  
Mayor

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

  
\_\_\_\_\_  
Steven M. Paré  
Commissioner of Public Safety

  
\_\_\_\_\_  
Philip F. Fiore  
Vice-President, Local 799 IAFF, AFL CIO





CITY OF PROVIDENCE  
Angel Taveras, Mayor

July 14, 2011

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

Dear Chairman Igliazzi:

For your consideration is the fiscal note pertaining to the two proposed Local 799, International Association of Firefighters Agreement for Fiscal Years 2011 – 2013 and Fiscal Years 2013 -2016. The City expects to realize approximately \$28.3 million in reduced expenditures for the duration of the contract periods. The substantive areas of the contract can be summarized in the following categories: Staffing, Wages, Management flexibility, and Benefits.

**Staffing**

**Minimum Manning Clause**

The contracts call for reduction in the minimum manning from 92 to 90 for July 1, 2011 through December 31, 2011, from 94 to 90 from January 1, 2012 until June 30, 2014 and from 94 to 92 from July 1, 2014 until June 30, 2016. These changes will save \$1,095,000 in FY 2012, \$1,460,000 in FY 2013 and FY 2014 and \$730,000 in FY 2015 and FY 2016.

**Winter Minimum Manning**

The contract calls for the temporary elimination of the Winter Minimum Manning requirement of Fiscal Years 2014, 2015 and 2016. This temporary change will save the City \$100,000 annually in FY 2014, 2015 and 2016.

**OFFICE OF THE MAYOR**

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)



**CITY OF PROVIDENCE**  
Angel Taveras, Mayor

Non- Minimum manning Positions.

The Contract allows management to decide whether to fill the Director of Training Vacancy, demote and reassign the Fire Prevention Lieutenants, eliminate the Rescue Captain assigned to the Division of Training, reassign the firefighter computer technicians, replace the Chief of communications with a Captain and have the Fire Prevention Captain assume the duties of Fire Marshall. The savings per fiscal year of each of the changes is shown below.

| Position                              | Savings Fiscal Year 2012 | Savings Fiscal Year 2013 | Savings Fiscal Year 2014 | Savings Fiscal Year 2015 | Savings Fiscal Year 2016 |
|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Director of Training                  | \$120,000                | \$120,000                | \$120,000                | \$120,000                | \$120,000                |
| Fire Prevention Lieutenants           | \$75,000                 | \$150,000                | \$150,000                | \$150,000                | \$150,000                |
| Rescue Captain / Division of Training | \$104,000                | \$104,000                | \$104,000                | \$104,000                | \$104,000                |
| Computer Technicians                  | \$92,000                 | \$168,000                | \$168,000                | \$168,000                | \$168,000                |
| Chief of Communications               | \$120,000                | \$120,000                | \$120,000                | \$120,000                | \$120,000                |
| Fire Marshall/ Fire Captain           | \$120,000                | \$120,000                | \$120,000                | \$120,000                | \$120,000                |

**Time off for Union Business**

The contract increases from 4 to 6 the number of union officers who can attend conferences. This provision will cost the City \$35,000 annually.

**Hiring of Firefighters**

The city has committed to hiring 36 new firefighters who will be fully trained by July 1, 2012 and an additional 36 firefighters who will be fully trained by January 1, 2015. The initial group of firefighters will cost the City \$2,195,000 annually but overtime will be reduced by \$1,872,000 in FY 2013 and then \$3,744,000 annually. The second group of firefighters will not reduce overtime since it is anticipated that they will replace retiring firefighters but their lower rate of pay will save the City \$270,000 in FY 2016.

**OFFICE OF THE MAYOR**

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905  
401 421 2489 ph | 401 455 8823 fax  
[www.providenceri.com](http://www.providenceri.com)



CITY OF PROVIDENCE  
Angel Taveras, Mayor

Wages

Salary Schedule

---

Newly hired firefighters will take two years longer to reach the 2<sup>nd</sup> step of their salary scale. This permanent change in benefits will save the City \$52,000 in FY 2013, \$208,000 in FY 2014 and \$312,000 in FY 2015 and FY 2016. The contract calls for firefighters to receive an extra \$10 per week for HAZ MAT operations certification effective July 1, 2013. This permanent change will cost the city \$196,040 annually beginning in FY 2014.

Wage Increases

The contract calls for the recession of the 3% wage increase scheduled to being June 30, 2011. These permanent changes will save the city \$1,100,000 annually beginning in FY 2012. The city's actuaries say that this change combined with the wage freeze for FY 2012 and 2013 will save the City an additional \$300,000 in Annual Required Pension Contribution (ARC).

Retroactive Wages

The contract calls for the deferment of the retroactive pay due from the recent fire contract settlement. This retroactive pay will be paid 25% in by July 31<sup>st</sup> 2011, 25% by July 31<sup>st</sup> 2012 and 50% by July 31<sup>st</sup> 2013. This will result in a onetime saving to the City in FY 2010 of \$1,824,750 and onetime costs of \$608,250 in FY 2013 and \$1,216,500 in FY 2014.

Detail Pay

The contract calls for the increase in detail pay from time and a half to double time. Since the City receives a portion of the detail pay, which is paid by outside parties, for administrative expenses, this change will increase city revenues by \$50,000 annually.

Benefits:

Vacation Time

The contracts call for one less week of vacation during calendar year 2012 through 2016. This elimination will save the City \$700,000 in FY 2012 - 2016. New firefighters will receive one less week of vacation during their third through fifth year of service. This permanent change in benefits will save the City \$50,000 in FY 2015 and \$100,000 in FY 2016. The number of one day vacation days is increased from 8 to 16 effective FY 2012. This will have no cost impact to the City.

OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)



## CITY OF PROVIDENCE

Angel Taveras, Mayor

### Holidays

The contract calls for the elimination of Rhode Island Independence Day as a holiday for calendar year 2014, 2015 and 2016. This will save the City \$80,000 in FY 2014, FY 2015 and FY 2016.

### Clothing Issue

The contracts call for the elimination of the clothing issue in Fiscal Year 2013, FY 2014 and FY 2015. The clothing issue will be restored in FY 2016. This temporary change in benefits will save the City \$40,000 annually for FY 2013, 2014, and 2015.

### Clothing Allowance

The contract calls for the elimination of the clothing allowance paid firefighters for Fiscal Year 2012 and the payment in future years of the clothing allowance in July of each year. This one time elimination will save the City \$250,000 in FY 2012.

### Medical Plan Coordination of benefits

The contract calls for the suspension of medical benefits in the event the employee or retiree is eligible for benefits from another employer. This coordination of benefits will save \$250,000 for active employees and \$125,000 for retired employees in Fiscal Year 2012. In all subsequent Fiscal years it is estimated to save \$275,000 and \$155,000 respectively.

### Health and Safety Fund / Employee Assistance Program Trust Fund

The contract calls for the city's contribution to the Union's Health and Safety Fund to be made on or before July 31<sup>st</sup> each year as opposed to within 30 days of the budget being adopted. This change will have no cost impact to the City.

### Health Benefits Co-Payment of Premium

The contracts call for annual co-payment of premium of \$1,014 for individual coverage and \$2,028 for family coverage for FY 2014. The co-payments increase to \$1,092/\$2,184 in FY 2015, and \$1,170/\$2,340 in FY 2016. These permanent contract changes will save the City \$172,000 in FY 2014, \$230,000 in FY 2015, and \$287,000 in FY 2016.

### Pension Changes

The contracts call for newly hired firefighters to not receive pension benefits until 25 years after their hire date. According to the City's actuary this will save the City \$35,600 in FY 2015 and FY 2016. The contract also modifies the Pension COLA for new hires from the current 3% compound COLA to simple COLA increased by the percentage CPI increase but no greater than 3%. This will save the City \$18,300 in FY 2015 and FY 2016. The contract increases the firefighter contribution to the pension system from 8% to 9%. This permanent contract change

## OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)





## CITY OF PROVIDENCE

Angel Taveras, Mayor

will save the City \$4,160 in FY 2013, \$24,960 in FY 2014, \$32,460 in FY 2015 and \$39,960 in FY 2016.

### Non Monetary Changes

The following contract changes were determined to have no monetary impact:

- Including a provision that time over 42 hours in a workweek shall be considered overtime.
- Providing Telestaff information and Department email to the Union
- Increasing the number of sick days that can be used as personal days from 3 to 7.
- Requiring that all severance pay be paid within 30 days of separation.
- Only having new hires be compensated for a maximum of 140 sick days upon retirement.
- Allowing Annual Physical exams to be conducted by a personal physician.
- Increasing the allowed burial expense for a firefighter killed in the line of duty to \$10,000.
- Posthumously promoting a member killed in the line of duty to the next highest rank.  
and
- Requiring the department to provide annual hazardous materials training.

Thank you for your consideration and should you have any questions, please feel free to contact me to discuss.

Respectfully Submitted;

A handwritten signature in black ink, appearing to read "Michael D'Amico".

Michael D'Amico

Director of Administration

### OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905

401 421 2489 ph | 401 455 8823 fax

[www.providenceri.com](http://www.providenceri.com)

# Office of the Internal Auditor

City of Providence

---

## Memorandum

**To:** Finance Chair John J. Igliazzi; Finance Committee Members

**Cc:** City Council Members

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

**Date:** July 21, 2011

**Re:** Tentative Agreements – Local 799

---

I have reviewed the Administration's fiscal note regarding the Tentative Agreements with Local 799, and I find that the fiscal note accurately reflects the costs and savings in these Agreements. There are two areas, however, where the assumptions made by the Administration may not be realized. Below are a summary of these two areas and a brief summary of the major cost savings in the Agreements.

### Coordination of Benefits:

The Administration estimates savings of \$375,000 in fiscal 2012 and total savings of \$2,095,000 over the period of these Agreements from the coordination of medical benefits of retired firefighters and the spouses of active firefighters. The plan calls for retired firefighters who have access to medical coverage from a current employer to rely on that medical coverage their "active plan". The active plan is the primary policy to pay medical claims. The city will pay the cost for what is not covered by the retiree's current or active medical plan.

In the case of spouses of active firefighters who have medical coverage available to them through their employer, the coverage offered through the employer will be considered the active plan and the city will pay only the cost for what is not covered by the spouse's medical plan.

The savings mentioned above is based upon the assumption that 48 retirees and 100 spouses will be eligible to be shifted from the city's medical plan to their current employer's plan and that the employer's medical plan is similar in quality to that of the state of Rhode Island. Should the medical coverage be a less generous plan, the city would have more costs to cover. Finally, the administration has based savings estimates for fiscal 2013 on full implementation of this plan within two months. This seems to be an aggressive implementation schedule and savings will be reduced should the implementation take longer than estimated.

#### Elimination of Vacation Days:

The Administration estimates savings of \$700,000 in both fiscal years 2012 and 2013 in callback costs from the elimination of four vacation days in both years. While it is certain that the accrual of eight fewer vacation days will result in savings to the city at some point, it is uncertain that the savings will be realized in fiscal years 2012 or 2013.

The Administration has made the assumption that an increase to the number of Personal Days to seven from three will not add to the department's callback costs. It seems reasonable that these days could counter savings realized from the elimination of the four vacation days.

### **Summary of Tentative Agreements**

#### Retroactive Salary Payments:

- o Payment of retroactive salary increases from the 1.0% salary increase effective January 1, 2008 and the 2.0% salary increase effective January 1, 2009 instead of being paid in full prior to July 31, 2011 will be paid as follows:
  - 25% due prior to July 31, 2011
  - 25% due prior to July 31, 2012
  - 50% due prior to July 31, 2013

Salaries:

- The 3.0% across-the-board salary increase scheduled to be effective on June 30, 2011 has been eliminated
- Firefighters with a HAZ MAT operations certificate will receive an additional \$10 per week effective July 1, 2013.
- The time required to move to a Firefighter Grade 2 from Grade 3 is increased from twelve months to thirty-six months.
- The time required to move to a Firefighter Grade 1 from Grade 2 is increased from twelve months to twenty-four months.

Minimum Manning:

- Reduction to 90 from 92 (July 1, 2011 through December 31, 2011)
- Reduction to 90 from 94 (January 1, 2012 through June 30, 2014)
- Increase to 92 from 90 (effective July 1, 2014)
- Suspension of the Winter Minimum Manning requirement for the period for the period of July 1, 2013 through June 30, 2016, which calls for a fourth person to be added to engine or ladder companies during the period October 31<sup>st</sup> through June 30<sup>th</sup>

Defunding of Positions:

- The following positions are scheduled to be defunded through demotion, reassignment or elimination:
  - Director of Training
  - Fire Prevention Lieutenant
  - Rescue Captain/Division of Training
  - Computer Technicians (2)
  - Chief of Communications
  - Fire Marshall

Clothing Allowance:

- The payment of the annual Clothing Allowance is rescheduled from March 31<sup>st</sup> to the first paycheck issued in July, which in effect skips the payment for fiscal 2012.

Medical Co-shares:

- Currently, medical co-shares are currently \$858 annually to the premium for an individual health insurance plan and \$1,716 annually for a family plan
- Medical co-shares are increased to \$1,014 annually to the premium for an individual health insurance plan and \$2,028 annually for a family plan, effective July 1, 2013
- Medical co-shares are increased to \$1,092 annually to the premium for an individual health insurance plan and \$2,184 annually for a family plan, effective July 1, 2014

---

- Medical co-shares are increased to \$1,170 annually to the premium for an individual health insurance plan and \$2,340 annually for a family plan, effective July 1, 2015

New Hires:

- The city has committed to hiring 36 new firefighters by July 1, 2012 and an additional 36 by January 1, 2015.
- It is projected that the 36 positions hired in July will result in a net savings in callback beginning in fiscal 2013.

MICHAEL J. DILLON  
Acting Chief of Department

THOMAS N. WARREN  
Assistant Chief of Department



ANGEL TAVERAS  
MAYOR

STEVEN M. PARE  
Commissioner of  
Public Safety

---

Department of Public Safety, Fire Department

*"Building Pride in Providence"*

July 26, 2011

Ms. Anna Stetson  
Providence City Clerk  
25 Dorrance Street  
Providence RI 02903

Dear Madame Clerk:

The Providence Fire Department respectfully submits the following documents to the Providence City council:

The annual reports of the Engine and Ladder Companies of the City of Providence for 2011. The total runs by station of the Engine, Ladder, Rescue Companies of the City of Providence. The total runs of the Chief Officers by station of the City of Providence for the year 2011.

These documents are submitted on the request of the President of the City Council and reflect the day to day emergency response operations of the Providence Fire Department for the year 2011. These documents were introduced at the Providence City council Finance committee hearing on the Collective bargaining agreement between Local 799 of the International Association of Firefighters and the City of Providence which was held on Monday 25 July 2011 at 5:30 PM in the City Council conference room at Providence City hall.

Please feel free to contact me regarding these documents or for any additional information the City council may require

Sincerely,

MICHAEL J. DILLON  
Acting Chief of Department

MJD/kb

325 Washington Street Providence, Rhode Island 02903 (401) 243-6060 FAX: (401) 243-6487

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 1

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 20271                | 1053 |

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 5271    | 134  |
| Structure          | 4319    | 69   |
| Vehicle            | 41      | 3    |
| Other              | 911     | 62   |
| <b>EMS</b>         | 3467    | 200  |
| Cardiac            | 77      | 4    |
| Medical Aid        | 2116    | 115  |
| Other              | 1274    | 81   |
| <b>HAZMAT</b>      | 526     | 20   |
| Spill/Leak         | 442     | 15   |
| Other              | 84      | 5    |
| <b>NON-FIRE</b>    | 8526    | 576  |
| Lockout/In         | 669     | 39   |
| Water Emer         | 731     | 23   |
| Accidental         | 2380    | 180  |
| Defective          | 2081    | 140  |
| Other              | 2665    | 194  |
| <b>GOOD INTENT</b> | 1685    | 34   |
| Smoke Scare        | 297     | 20   |
| Other              | 1388    | 14   |
| <b>FALSE</b>       | 614     | 56   |
| Malicious          | 527     | 49   |
| Other              | 87      | 7    |
| <b>RELOCATIONS</b> | 73      | 7    |

**EQUIPMENT USED**

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 2416                |
| Extension   | 490                 |
| Straight    | 180                 |
| Roof        | 106                 |
| Folding     | 297                 |
| Combination | 20                  |

|      | Number Used |
|------|-------------|
| Scba | 251         |

|              | Number of Times Used |
|--------------|----------------------|
| LadderPipe   | 4                    |
| Extinguisher | 13                   |
| Foam         | 0                    |
| Oxygen       | 27                   |
| Generator    | 5                    |
| Smoke Ejt    | 17                   |
| Port Pump    | 7                    |
| Scene Light  | 11                   |
| Jaws         | 0                    |
| K12          | 10                   |
| Qvent        | 9                    |
| FirstAid Bag | 151                  |
| CO2 Meter    | 21                   |
| Misc Tools   | 601                  |

| <b>Lockout/in Type</b> |    |
|------------------------|----|
| Building               | 13 |
| Auto                   | 3  |
| Elevator               | 25 |

| <b>Box Type</b> |    |
|-----------------|----|
| Fire            | 50 |
| False           | 92 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

461

---



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 2

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 15077                | 780  |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>4363</b> | <b>107</b> |
| Structure          | 3857        | 66         |
| Vehicle            | 67          | 6          |
| Other              | 439         | 35         |
| <b>EMS</b>         | <b>2543</b> | <b>148</b> |
| Cardiac            | 189         | 10         |
| Medical Aid        | 1794        | 105        |
| Other              | 560         | 33         |
| <b>HAZMAT</b>      | <b>539</b>  | <b>27</b>  |
| Spill/Leak         | 222         | 10         |
| Other              | 317         | 17         |
| <b>NON-FIRE</b>    | <b>5958</b> | <b>337</b> |
| Lockout/In         | 562         | 37         |
| Water Emer         | 109         | 6          |
| Accidental         | 1967        | 197        |
| Defective          | 799         | 65         |
| Other              | 2521        | 32         |
| <b>GOOD INTENT</b> | <b>882</b>  | <b>69</b>  |
| Smoke Scare        | 390         | 34         |
| Other              | 492         | 35         |
| <b>FALSE</b>       | <b>565</b>  | <b>73</b>  |
| Malicious          | 501         | 67         |
| Other              | 64          | 6          |
| <b>RELOCATIONS</b> | <b>130</b>  | <b>1</b>   |

**EQUIPMENT USED**

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 3350                |
| Extension   | 460                 |
| Straight    | 616                 |
| Roof        | 140                 |
| Folding     | 138                 |
| Combination | 70                  |

|      | Number Used |
|------|-------------|
| Scba | 343         |

|               | Number of Times Used |
|---------------|----------------------|
| Ladder/Pipe   | 4                    |
| Extinguisher  | 16                   |
| Foam          | 0                    |
| Oxygen        | 24                   |
| Generator     | 6                    |
| Smoke Ejt     | 17                   |
| Port Pump     | 0                    |
| Scene Light   | 14                   |
| Jaws          | 0                    |
| K12           | 8                    |
| Qvent         | 16                   |
| First Aid Bag | 76                   |
| CO2 Meter     | 38                   |
| Misc Tools    | 164                  |

| Lockout/In Type |    |
|-----------------|----|
| Building        | 23 |
| Auto            | 1  |
| Elevator        | 0  |

| Box Type |    |
|----------|----|
| Fire     | 19 |
| False    | 80 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

215

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 3

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13486                | 714  |

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2182    | 72   |
| Structure          | 1799    | 46   |
| Vehicle            | 60      | 3    |
| Other              | 323     | 23   |
| <b>EMS</b>         | 4835    | 243  |
| Cardiac            | 187     | 7    |
| Medical Aid        | 4169    | 205  |
| Other              | 479     | 31   |
| <b>HAZMAT</b>      | 405     | 17   |
| Spill/Leak         | 254     | 9    |
| Other              | 151     | 8    |
| <b>NON-FIRE</b>    | 3479    | 252  |
| Lockout/In         | 729     | 48   |
| Water Emer         | 359     | 7    |
| Accidental         | 1129    | 112  |
| Defective          | 1021    | 67   |
| Other              | 241     | 18   |
| <b>GOOD INTENT</b> | 584     | 41   |
| Smoke Scare        | 282     | 21   |
| Other              | 302     | 20   |
| <b>FALSE</b>       | 592     | 75   |
| Malicious          | 477     | 64   |
| Other              | 115     | 11   |
| <b>RELOCATIONS</b> | 50      | 1    |

**EQUIPMENT USED**

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 2530                |
| Extension   | 165                 |
| Straight    | 140                 |
| Roof        | 208                 |
| Folding     | 112                 |
| Combination | 58                  |

|      | Number Used |
|------|-------------|
| Scba | 261         |

|               | Number of Times Used |
|---------------|----------------------|
| Ladder Pipe   | 0                    |
| Extinguisher  | 46                   |
| Foam          | 0                    |
| Oxygen        | 87                   |
| Generator     | 11                   |
| Smoke Ejt     | 20                   |
| Port Pump     | 2                    |
| Scene Light   | 14                   |
| Jaws          | 0                    |
| K12           | 3                    |
| Qvent         | 3                    |
| First Aid Bag | 187                  |
| CO2 Meter     | 39                   |
| Misc Tools    | 143                  |

|          | Lockout/In Type |
|----------|-----------------|
| Building | 37              |
| Auto     | 3               |
| Elevator | 3               |

|       | Box Type |
|-------|----------|
| Fire  | 25       |
| False | 81       |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

148

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 4

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 21566                | 1011 |

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>4651</b>  | <b>130</b> |
| Structure          | 4137         | 93         |
| Vehicle            | 74           | 2          |
| Other              | 440          | 35         |
| <b>EMS</b>         | <b>2160</b>  | <b>109</b> |
| Cardiac            | 207          | 9          |
| Medical Aid        | 1574         | 79         |
| Other              | 379          | 21         |
| <b>HAZMAT</b>      | <b>368</b>   | <b>14</b>  |
| Spill/Leak         | 227          | 9          |
| Other              | 141          | 5          |
| <b>NON-FIRE</b>    | <b>11404</b> | <b>635</b> |
| Lockout/In         | 978          | 40         |
| Water Emer         | 1625         | 39         |
| Accidental         | 2507         | 213        |
| Defective          | 2724         | 181        |
| Other              | 2945         | 162        |
| <b>GOOD INTENT</b> | <b>405</b>   | <b>25</b>  |
| Smoke Scare        | 174          | 12         |
| Other              | 231          | 13         |
| <b>FALSE</b>       | <b>451</b>   | <b>43</b>  |
| Malicious          | 357          | 35         |
| Other              | 94           | 8          |
| <b>RELOCATIONS</b> | <b>2635</b>  | <b>32</b>  |

**EQUIPMENT USED**

**Number of Feet Used**

|             |      |
|-------------|------|
| Aerial      | 4900 |
| Extension   | 519  |
| Straight    | 28   |
| Roof        | 420  |
| Folding     | 714  |
| Combination | 186  |

**Number Used**

|      |     |
|------|-----|
| Scba | 352 |
|------|-----|

**Number of Times Used**

|              |     |
|--------------|-----|
| LadderPipe   | 5   |
| Extinguisher | 85  |
| Foam         | 0   |
| Oxygen       | 44  |
| Generator    | 15  |
| Smoke Ejt    | 53  |
| Port Pump    | 8   |
| Scene Light  | 53  |
| Jaws         | 0   |
| K12          | 12  |
| Qvent        | 19  |
| FirstAid Bag | 85  |
| CO2 Meter    | 36  |
| Misc Tools   | 433 |

**Lockout/in Type**

|          |    |
|----------|----|
| Building | 7  |
| Auto     | 2  |
| Elevator | 32 |

**Box Type**

|       |     |
|-------|-----|
| Fire  | 75  |
| False | 230 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

331

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 5

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 12200                | 658  |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>3926</b> | <b>86</b>  |
| Structure          | 3097        | 53         |
| Vehicle            | 37          | 5          |
| Other              | 792         | 28         |
| <b>EMS</b>         | <b>1781</b> | <b>103</b> |
| Cardiac            | 177         | 7          |
| Medical Aid        | 1349        | 75         |
| Other              | 255         | 21         |
| <b>HAZMAT</b>      | <b>867</b>  | <b>29</b>  |
| Spill/Leak         | 584         | 18         |
| Other              | 283         | 11         |
| <b>NON-FIRE</b>    | <b>3977</b> | <b>281</b> |
| Lockout/In         | 638         | 42         |
| Water Emer         | 78          | 4          |
| Accidental         | 1060        | 99         |
| Defective          | 893         | 56         |
| Other              | 1308        | 80         |
| <b>GOOD INTENT</b> | <b>930</b>  | <b>64</b>  |
| Smoke Scare        | 602         | 43         |
| Other              | 328         | 21         |
| <b>FALSE</b>       | <b>579</b>  | <b>67</b>  |
| Malicious          | 374         | 53         |
| Other              | 205         | 14         |
| <b>RELOCATIONS</b> | <b>8</b>    | <b>1</b>   |

**EQUIPMENT USED**

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 3150                |
| Extension   | 268                 |
| Straight    | 100                 |
| Roof        | 16                  |
| Folding     | 198                 |
| Combination | 0                   |

|      | Number Used |
|------|-------------|
| Scba | 224         |

|              | Number of Times Used |
|--------------|----------------------|
| LadderPipe   | 3                    |
| Extinguisher | 5                    |
| Foam         | 0                    |
| Oxygen       | 19                   |
| Generator    | 9                    |
| Smoke Ejt    | 15                   |
| Port Pump    | 1                    |
| Scene Light  | 20                   |
| Jaws         | 0                    |
| K12          | 3                    |
| Qvent        | 6                    |
| FirstAid Bag | 73                   |
| CO2 Meter    | 53                   |
| Misc Tools   | 399                  |

|          | Lockout/In Type |
|----------|-----------------|
| Building | 31              |
| Auto     | 3               |
| Elevator | 7               |

|       | Box Type |
|-------|----------|
| Fire  | 10       |
| False | 104      |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

152

---



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 6

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 14024                | 808  |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>4303</b> | <b>147</b> |
| Structure          | 3926        | 120        |
| Vehicle            | 63          | 4          |
| Other              | 314         | 23         |
| <b>EMS</b>         | <b>2063</b> | <b>116</b> |
| Cardiac            | 134         | 9          |
| Medical Aid        | 1629        | 83         |
| Other              | 300         | 24         |
| <b>HAZMAT</b>      | <b>734</b>  | <b>34</b>  |
| Spill/Leak         | 294         | 11         |
| Other              | 440         | 23         |
| <b>NON-FIRE</b>    | <b>5357</b> | <b>358</b> |
| Lockout/In         | 705         | 43         |
| Water Emer         | 529         | 9          |
| Accidental         | 1345        | 124        |
| Defective          | 2005        | 140        |
| Other              | 773         | 42         |
| <b>GOOD INTENT</b> | <b>723</b>  | <b>48</b>  |
| Smoke Scare        | 370         | 23         |
| Other              | 353         | 25         |
| <b>FALSE</b>       | <b>723</b>  | <b>86</b>  |
| Malicious          | 702         | 84         |
| Other              | 21          | 2          |
| <b>RELOCATIONS</b> | <b>64</b>   | <b>2</b>   |

| EQUIPMENT USED |                             |
|----------------|-----------------------------|
|                | Number of Feet Used         |
| Aerial         | 5290                        |
| Extension      | 339                         |
| Straight       | 328                         |
| Roof           | 100                         |
| Folding        | 260                         |
| Combination    | 28                          |
|                | <b>Number Used</b>          |
| Scba           | 236                         |
|                | <b>Number of Times Used</b> |
| LadderPipe     | 2                           |
| Extinguisher   | 6                           |
| Foam           | 0                           |
| Oxygen         | 15                          |
| Generator      | 12                          |
| Smoke Ejt      | 9                           |
| Port Pump      | 2                           |
| Scene Light    | 21                          |
| Jaws           | 0                           |
| K12            | 13                          |
| Qvent          | 21                          |
| FirstAid Bag   | 63                          |
| CO2 Meter      | 66                          |
| Misc Tools     | 392                         |
|                | <b>Lockout/in Type</b>      |
| Building       | 32                          |
| Auto           | 0                           |
| Elevator       | 8                           |
|                | <b>Box Type</b>             |
| Fire           | 34                          |
| False          | 111                         |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

206

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 7

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 10675                | 560  |

EQUIPMENT USED

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 440                 |
| Extension   | 48                  |
| Straight    | 88                  |
| Roof        | 30                  |
| Folding     | 144                 |
| Combination | 1                   |

|      | Number Used |
|------|-------------|
| Scba | 177         |

|              | Number of Times Used |
|--------------|----------------------|
| LadderPipe   | 1                    |
| Extinguisher | 3                    |
| Foam         | 0                    |
| Oxygen       | 17                   |
| Generator    | 1                    |
| Smoke Ejt    | 7                    |
| Port Pump    | 3                    |
| Scene Light  | 6                    |
| Jaws         | 1                    |
| K12          | 0                    |
| Qvent        | 3                    |
| FirstAid Bag | 77                   |
| CO2 Meter    | 51                   |
| Misc Tools   | 189                  |

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2254    | 72   |
| Structure          | 1383    | 26   |
| Vehicle            | 145     | 4    |
| Other              | 726     | 42   |
| <b>EMS</b>         | 2437    | 114  |
| Cardiac            | 332     | 15   |
| Medical Aid        | 1539    | 72   |
| Other              | 566     | 27   |
| <b>HAZMAT</b>      | 639     | 22   |
| Spill/Leak         | 0       | 0    |
| Other              | 639     | 22   |
| <b>NON-FIRE</b>    | 4038    | 270  |
| Lockout/In         | 540     | 25   |
| Water Emer         | 382     | 9    |
| Accidental         | 1214    | 117  |
| Defective          | 1049    | 74   |
| Other              | 853     | 45   |
| <b>GOOD INTENT</b> | 552     | 30   |
| Smoke Scare        | 200     | 12   |
| Other              | 352     | 18   |
| <b>FALSE</b>       | 310     | 30   |
| Malicious          | 294     | 27   |
| Other              | 16      | 3    |
| <b>RELOCATIONS</b> | 378     | 7    |

| Lockout/in Type |    |
|-----------------|----|
| Building        | 11 |
| Auto            | 1  |
| Elevator        | 12 |

| Box Type |    |
|----------|----|
| Fire     | 25 |
| False    | 44 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

150

---

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Reporting Ladder Company

Ladder 8

Annual Report for 2011

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13667                | 630  |

EQUIPMENT USED

|             | Number of Feet Used |
|-------------|---------------------|
| Aerial      | 1630                |
| Extension   | 28                  |
| Straight    | 92                  |
| Roof        | 20                  |
| Folding     | 67                  |
| Combination | 0                   |

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>3482</b> | <b>99</b>  |
| Structure          | 1596        | 33         |
| Vehicle            | 390         | 3          |
| Other              | 1496        | 63         |
| <b>EMS</b>         | <b>3213</b> | <b>79</b>  |
| Cardiac            | 31          | 1          |
| Medical Aid        | 1292        | 58         |
| Other              | 1890        | 20         |
| <b>HAZMAT</b>      | <b>433</b>  | <b>16</b>  |
| Spill/Leak         | 303         | 9          |
| Other              | 130         | 7          |
| <b>NON-FIRE</b>    | <b>5595</b> | <b>365</b> |
| Lockout/In         | 397         | 22         |
| Water Emer         | 355         | 15         |
| Accidental         | 2149        | 160        |
| Defective          | 2054        | 122        |
| Other              | 640         | 46         |
| <b>GOOD INTENT</b> | <b>428</b>  | <b>25</b>  |
| Smoke Scare        | 200         | 14         |
| Other              | 228         | 11         |
| <b>FALSE</b>       | <b>464</b>  | <b>33</b>  |
| Malicious          | 426         | 30         |
| Other              | 38          | 3          |
| <b>RELOCATIONS</b> | <b>0</b>    | <b>0</b>   |

Number Used

|      |     |
|------|-----|
| Scba | 506 |
|------|-----|

Number of Times Used

|               |     |
|---------------|-----|
| Ladder Pipe   | 5   |
| Extinguisher  | 67  |
| Foam          | 0   |
| Oxygen        | 40  |
| Generator     | 4   |
| Smoke Ejt     | 25  |
| Port Pump     | 0   |
| Scene Light   | 9   |
| Jaws          | 0   |
| K12           | 4   |
| Qvent         | 8   |
| First Aid Bag | 60  |
| CO2 Meter     | 27  |
| Misc Tools    | 354 |

Lockout/In Type

|          |    |
|----------|----|
| Building | 12 |
| Auto     | 0  |
| Elevator | 10 |

Box Type

|       |    |
|-------|----|
| Fire  | 23 |
| False | 62 |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

Other

183

---

# PROVIDENCE FIRE DEPARTMENT

Providence, RI 23-Jul-11

From: Lt. Joseph L. Molis L-8 A grp #5390

---

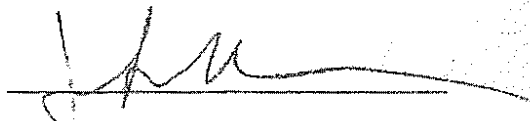
To: The Chief of Department

Subject: Company Activity reports

Sir:

As directed in an email by DAC Mirza I have generated an activity report for the first half of 2011. A hard copy is attached to this F-17 because we are unable to email reports generated with the access database used to collect run data.

Respectfully Submitted,



---

Lt. Joseph Molis L8 A grp

---

Contents Noted and Forwarded

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT  
Reporting Company

| ANNUAL TOTALS |      |
|---------------|------|
| Service Time  | Runs |
| 19805         | 956  |

SH1

Annual Report for 2011

|                    | Minutes     | Runs       |
|--------------------|-------------|------------|
| <b>FIRE</b>        | <b>7246</b> | <b>209</b> |
| Structure          | 6116        | 120        |
| Vehicle            | 91          | 8          |
| Other              | 1039        | 81         |
| <b>EMS</b>         | <b>983</b>  | <b>30</b>  |
| Cardiac            | 26          | 1          |
| Medical Aid        | 517         | 12         |
| Other              | 440         | 17         |
| <b>HAZMAT</b>      | <b>3123</b> | <b>114</b> |
| Spill/Leak         | 2168        | 68         |
| Other              | 955         | 46         |
| <b>NON-FIRE</b>    | <b>5279</b> | <b>275</b> |
| Lockout/In         | 2041        | 107        |
| Water Emer         | 153         | 5          |
| Accidental         | 69          | 6          |
| Defective          | 821         | 57         |
| Other              | 2195        | 100        |
| <b>GOOD INTENT</b> | <b>1922</b> | <b>159</b> |
| Smoke Scare        | 721         | 73         |
| Other              | 1201        | 86         |
| <b>FALSE</b>       | <b>98</b>   | <b>12</b>  |
| Malicious          | 78          | 10         |
| Other              | 20          | 2          |
| <b>RELOCATIONS</b> | <b>0</b>    | <b>0</b>   |

|                 |     |
|-----------------|-----|
| Air Bags        | 2   |
| Air Cart        | 2   |
| Air Tools       | 6   |
| Computer        | 0   |
| Confined Space  | 10  |
| Cribbing        | 11  |
| Hose            | 5   |
| Hot Stick       | 5   |
| Ram             | 5   |
| Jaws            | 12  |
| Ladders         | 9   |
| Phd Meter       | 106 |
| Other Gas Meter | 217 |
| Plugging Mat'ls | 2   |
| Rope Rescue     | 6   |
| Saws            | 9   |
| Stokes          | 1   |
| TI Camera       | 110 |
| Hand Tools      | 254 |
| Power Tools     | 11  |
| Torch/Slice Pak | 1   |
| Water Rescue    | 5   |
| <b>Box Type</b> |     |
| Fire            | 9   |
| False           | 3   |
| Other           | 5   |

| Extractions |     |
|-------------|-----|
| Vehicle     | 38  |
| Elevator    | 111 |
| Other       | 5   |

| Nbr of People Extracted |     |
|-------------------------|-----|
| Vehicle                 | 22  |
| Elevator                | 191 |
| Other                   | 3   |

SCBA INFO

|         |     |
|---------|-----|
| Used    | 470 |
| Changed | 44  |

|          |     |
|----------|-----|
| CO Runs  | 188 |
| Gas Runs | 87  |

|               |    |
|---------------|----|
| Auto Lockouts | 40 |
|---------------|----|

SPEEDI DRI

|           |    |
|-----------|----|
| Bags Used | 29 |
|-----------|----|



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 27545                | 1526 |

Reporting Engine Company

Engine 2

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3206    | 114  |
| Structure          | 2083    | 48   |
| Vehicle            | 442     | 15   |
| Other              | 681     | 51   |
| <b>EMS</b>         | 16418   | 836  |
| Cardiac            | 1566    | 71   |
| Medical Aid        | 12173   | 612  |
| Other              | 2679    | 153  |
| <b>HAZMAT</b>      | 172     | 4    |
| Spill/Leak         | 155     | 3    |
| Other              | 17      | 1    |
| <b>NON-FIRE</b>    | 5332    | 400  |
| Lockout/In         | 72      | 6    |
| Water Emer         | 491     | 19   |
| Accidental         | 1020    | 101  |
| Defective          | 698     | 57   |
| Other              | 3051    | 217  |
| <b>GOOD INTENT</b> | 957     | 68   |
| Smoke Scare        | 316     | 25   |
| Other              | 641     | 43   |
| <b>FALSE</b>       | 639     | 80   |
| Malicious          | 545     | 69   |
| Other              | 94      | 11   |
| <b>RELOCATION</b>  | 721     | 9    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1900 |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 4050 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 9350 |
| Hose .75"                | 1950 |
| <b>Nbr Used</b>          |      |
| Scba                     | 383  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 21   |
| Foam                     | 3    |
| Oxygen                   | 147  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| First Aid Bag            | 628  |
| CO2 Meter                | 2    |
| Misc Tools               | 721  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 0    |
| Ldr Folding              | 276  |
| <b>Box Type</b>          |      |
| Fire                     | 36   |
| False                    | 122  |
| Other                    | 256  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 27550                | 1527 |

Reporting Engine Company

Engine 2

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 3206    | 114  |
| Structure          | 2083    | 48   |
| Vehicle            | 442     | 15   |
| Other              | 681     | 51   |
| <b>EMS</b>         | 16418   | 836  |
| Cardiac            | 1566    | 71   |
| Medical Aid        | 12173   | 612  |
| Other              | 2679    | 153  |
| <b>HAZMAT</b>      | 172     | 4    |
| Spill/Leak         | 155     | 3    |
| Other              | 17      | 1    |
| <b>NON-FIRE</b>    | 5337    | 401  |
| Lockout/In         | 72      | 6    |
| Water Emer         | 491     | 19   |
| Accidental         | 1025    | 102  |
| Defective          | 698     | 57   |
| Other              | 3051    | 217  |
| <b>GOOD INTENT</b> | 957     | 68   |
| Smoke Scare        | 316     | 25   |
| Other              | 641     | 43   |
| <b>FALSE</b>       | 639     | 80   |
| Malicious          | 545     | 69   |
| Other              | 94      | 11   |
| <b>RELOCATION</b>  | 721     | 9    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1900 |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 4050 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 9350 |
| Hose .75"                | 1950 |
| <b>Nbr Used</b>          |      |
| Scba                     | 383  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 21   |
| Foam                     | 3    |
| Oxygen                   | 147  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| First Aid Bag            | 628  |
| CO2 Meter                | 2    |
| Misc Tools               | 721  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 0    |
| Ldr Folding              | 276  |
| <b>Box Type</b>          |      |
| Fire                     | 36   |
| False                    | 122  |
| Other                    | 257  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 39214                | 2525 |

Reporting Engine Company

Engine 3

AS of 23 JUL 11 @ 1225 hrs

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 6287    | 191  |
| Structure          | 4211    | 77   |
| Vehicle            | 276     | 10   |
| Other              | 1800    | 104  |
| <b>EMS</b>         | 21255   | 1285 |
| Cardiac            | 1547    | 85   |
| Medical Aid        | 16050   | 1060 |
| Other              | 3658    | 140  |
| <b>HAZMAT</b>      | 214     | 9    |
| Spill/Leak         | 83      | 5    |
| Other              | 131     | 4    |
| <b>NON-FIRE</b>    | 8435    | 663  |
| Lockout/In         | 572     | 32   |
| Water Emer         | 468     | 19   |
| Accidental         | 3135    | 303  |
| Defective          | 2865    | 224  |
| Other              | 1395    | 85   |
| <b>GOOD INTENT</b> | 1423    | 124  |
| Smoke Scare        | 546     | 51   |
| Other              | 877     | 73   |
| <b>FALSE</b>       | 1196    | 157  |
| Malicious          | 1010    | 142  |
| Other              | 186     | 15   |
| <b>RELOCATION</b>  | 6       | 2    |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 1481  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 5600  |
| Hose 2.5"                | 700   |
| Hose 1.75"               | 12250 |
| Hose .75"                | 5900  |
| <b>Nbr Used</b>          |       |
| Scba                     | 209   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 1     |
| Extinguisher             | 6     |
| Foam                     | 0     |
| Oxygen                   | 209   |
| AED                      | 25    |
| Generator                | 1     |
| Port Pump                | 0     |
| First Aid Bag            | 1056  |
| CO2 Meter                | 2     |
| Misc Tools               | 1055  |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 51    |
| Ldr Roof                 | 100   |
| Ldr Folding              | 34    |
| <b>Box Type</b>          |       |
| Fire                     | 44    |
| False                    | 539   |
| Other                    | 201   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 12986                | 741  |

Reporting Engine Company

Engine 4

Annual Report for 2011

|                   | Minutes | Runs |
|-------------------|---------|------|
| <b>FIRE</b>       | 1173    | 30   |
| Structure         | 548     | 9    |
| Vehicle           | 161     | 4    |
| Other             | 464     | 17   |
| <b>EMS</b>        | 8384    | 419  |
| Cardiac           | 1718    | 71   |
| Medical Aid       | 5003    | 255  |
| Other             | 1663    | 93   |
| <b>HAZMAT</b>     | 744     | 63   |
| Spill/Leak        | 38      | 2    |
| Other             | 6       | 1    |
| <b>NON-FIRE</b>   | 2576    | 210  |
| Lockout/In        | 81      | 6    |
| Water Emer        | 301     | 6    |
| Accidental        | 743     | 77   |
| Defective         | 653     | 62   |
| Other             | 798     | 59   |
| <b>GOODWILL</b>   | 361     | 30   |
| Smoke Scare       | 280     | 24   |
| Other             | 81      | 6    |
| <b>FALSE</b>      | 352     | 38   |
| Malicious         | 238     | 28   |
| Other             | 94      | 10   |
| <b>RELOCATION</b> | 60      | 4    |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 177  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 750  |
| Hose 2.5"                | 100  |
| Hose 1.75"               | 1000 |
| Hose .75"                | 800  |
| <b>Nbr Used</b>          |      |
| Scba                     | 18   |
| <b>Nbr of Items Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 1    |
| Foam                     | 0    |
| Oxygen                   | 125  |
| AED                      | 1    |
| Generator                | 0    |
| Port Pump                | 2    |
| First Aid Bag            | 211  |
| CO2 Meter                | 0    |
| Misc Tools               | 47   |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 32   |
| Ldr Folding              | 0    |
| <b>Box Closes</b>        |      |
| Fire                     | 13   |
| False                    | 75   |
| Other                    | 123  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 12986                | 741  |

Reporting Engine Company

Engine 4

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 4173    | 30   |
| Structure          | 548     | 9    |
| Vehicle            | 161     | 4    |
| Other              | 464     | 17   |
| <b>EMS</b>         | 8384    | 419  |
| Cardiac            | 1718    | 71   |
| Medical Aid        | 5003    | 255  |
| Other              | 1663    | 93   |
| <b>HAZMAT</b>      | 44      | 3    |
| Spill/Leak         | 38      | 2    |
| Other              | 6       | 1    |
| <b>NON-FIRE</b>    | 2576    | 210  |
| Lockout/In         | 81      | 6    |
| Water Emer         | 301     | 6    |
| Accidental         | 743     | 77   |
| Defective          | 653     | 62   |
| Other              | 798     | 59   |
| <b>GOOD INTENT</b> | 361     | 30   |
| Smoke Scare        | 280     | 24   |
| Other              | 81      | 6    |
| <b>FALSE</b>       | 432     | 38   |
| Malicious          | 238     | 28   |
| Other              | 94      | 10   |
| <b>RELOCATION</b>  | 60      | 4    |

EQUIPMENT USED

|                           |      |
|---------------------------|------|
| Pump Minutes              | 177  |
| <b>Nbr. of Feet Used</b>  |      |
| Hose 3"                   | 750  |
| Hose 2.5"                 | 100  |
| Hose 1.75"                | 1000 |
| Hose .75"                 | 800  |
| <b>Nbr. Used</b>          |      |
| Scba                      | 18   |
| <b>Nbr. of Times Used</b> |      |
| Master Appl               | 0    |
| Extinguisher              | 1    |
| Foam                      | 0    |
| Oxygen                    | 125  |
| AED                       | 1    |
| Generator                 | 0    |
| Port Pump                 | 2    |
| First Aid Bag             | 211  |
| CO2 Meter                 | 0    |
| Misc Tools                | 47   |
| <b>Nbr. of Feet Used</b>  |      |
| Ldr Extension             | 0    |
| Ldr Roof                  | 32   |
| Ldr Folding               | 0    |
| <b>Box Type</b>           |      |
| Fire                      | 13   |
| False                     | 75   |
| Other                     | 123  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13797                | 637  |

Reporting Engine Company

Engine 5

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2512    | 42   |
| Structure          | 1902    | 25   |
| Vehicle            | 26      | 1    |
| Other              | 584     | 16   |
| <b>EMS</b>         | 5234    | 231  |
| Cardiac            | 685     | 25   |
| Medical Aid        | 3566    | 156  |
| Other              | 983     | 50   |
| <b>HAZMAT</b>      | 125     | 3    |
| Spill/Leak         | 125     | 3    |
| Other              | 0       | 0    |
| <b>NON-FIRE</b>    | 3019    | 238  |
| Lockout/In         | 22      | 2    |
| Water Emer         | 336     | 10   |
| Accidental         | 1932    | 171  |
| Defective          | 505     | 38   |
| Other              | 224     | 17   |
| <b>GOOD INTENT</b> | 2057    | 25   |
| Smoke Scare        | 1829    | 8    |
| Other              | 228     | 17   |
| <b>FALSE</b>       | 764     | 81   |
| Malicious          | 161     | 17   |
| Other              | 590     | 64   |
| <b>RELOCATION</b>  | 0       | 0    |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 93   |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 0    |
| Hose 2.5"                | 0    |
| Hose 1.75"               | 1150 |
| Hose .75"                | 300  |
| <b>Nbr Used</b>          |      |
| Scba                     | 30   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 2    |
| Foam                     | 0    |
| Oxygen                   | 56   |
| AED                      | 1    |
| Generator                | 2    |
| Port Pump                | 0    |
| First Aid Bag            | 188  |
| CO2 Meter                | 1    |
| Misc Tools               | 233  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 0    |
| Ldr Folding              | 10   |
| <b>Box Type</b>          |      |
| Fire                     | 7    |
| False                    | 49   |
| Other                    | 208  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 13797                | 637  |

Reporting Engine Company

Engine 5

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2512    | 42   |
| Structure          | 1902    | 25   |
| Vehicle            | 26      | 1    |
| Other              | 584     | 16   |
| <b>EMS</b>         | 5234    | 231  |
| Cardiac            | 685     | 25   |
| Medical Aid        | 3566    | 156  |
| Other              | 983     | 50   |
| <b>HAZMAT</b>      | 125     | 3    |
| Spill/Leak         | 125     | 3    |
| Other              | 0       | 0    |
| <b>NON-FIRE</b>    | 3019    | 238  |
| Lockout/In         | 22      | 2    |
| Water Emer         | 336     | 10   |
| Accidental         | 1932    | 171  |
| Defective          | 505     | 38   |
| Other              | 224     | 17   |
| <b>GOOD INTENT</b> | 2057    | 25   |
| Smoke Scare        | 1829    | 8    |
| Other              | 228     | 17   |
| <b>FALSE</b>       | 754     | 81   |
| Malicious          | 161     | 17   |
| Other              | 590     | 64   |
| <b>RELOCATION</b>  | 0       | 0    |

|                         |      |
|-------------------------|------|
| Pump Minutes            | 93   |
| <b>Nbr of Feet Used</b> |      |
| Hose 3"                 | 0    |
| Hose 2.5"               | 0    |
| Hose 1.75"              | 1150 |
| Hose .75"               | 300  |
| <b>Nbr Used</b>         |      |
| Scba                    | 30   |
| <b>Nbr of Emes Used</b> |      |
| Master Appl             | 0    |
| Extinguisher            | 2    |
| Foam                    | 0    |
| Oxygen                  | 56   |
| AED                     | 1    |
| Generator               | 2    |
| Port Pump               | 0    |
| FirstAid Bag            | 188  |
| CO2 Meter               | 1    |
| Misc Tools              | 233  |
| <b>Nbr of Feet Used</b> |      |
| Ldr Extension           | 0    |
| Ldr Roof                | 0    |
| Ldr Folding             | 10   |
| <b>Box Type</b>         |      |
| Fire                    | 7    |
| False                   | 49   |
| Other                   | 208  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 23563                | 1308 |

Reporting Engine Company

Engine 6

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 4034    | 761  |
| Structure          | 2728    | 66   |
| Vehicle            | 565     | 17   |
| Other              | 741     | 28   |
| <b>EMS</b>         | 14671   | 787  |
| Cardiac            | 1995    | 80   |
| Medical Aid        | 11603   | 646  |
| Other              | 1073    | 61   |
| <b>HAZMAT</b>      | 203     | 7    |
| Spill/Leak         | 116     | 5    |
| Other              | 87      | 2    |
| <b>NON-FIRE</b>    | 2683    | 177  |
| Lockout/In         | 140     | 8    |
| Water Emer         | 257     | 8    |
| Accidental         | 857     | 73   |
| Defective          | 719     | 42   |
| Other              | 710     | 46   |
| <b>GOOD INTENT</b> | 662     | 47   |
| Smoke Scare        | 256     | 15   |
| Other              | 406     | 32   |
| <b>FALSE</b>       | 1190    | 160  |
| Malicious          | 1074    | 148  |
| Other              | 116     | 12   |
| <b>RELOCATION</b>  | 0       | 0    |

|                           |      |
|---------------------------|------|
| Pump Minutes              | 715  |
| <b>Nbr. of Feet Used</b>  |      |
| Hose 3"                   | 2150 |
| Hose 2.5"                 | 0    |
| Hose 1.75"                | 6675 |
| Hose .75"                 | 2320 |
| <b>Nbr. Used</b>          |      |
| Scba                      | 133  |
| <b>Nbr. of Times Used</b> |      |
| Master Appl               | 0    |
| Extinguisher              | 5    |
| Foam                      | 0    |
| Oxygen                    | 84   |
| AED                       | 6    |
| Generator                 | 4    |
| Port Pump                 | 1    |
| First Aid Bag             | 588  |
| CO2 Meter                 | 3    |
| Misc Tools                | 714  |
| <b>Nbr. of Feet Used</b>  |      |
| Ldr Extension             | 16   |
| Ldr Roof                  | 30   |
| Ldr Folding               | 0    |
| <b>Box Type</b>           |      |
| Fire                      | 15   |
| False                     | 153  |
| Other                     | 47   |



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 30668                | 1650 |

Reporting Engine Company

Engine 7

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 6470    | 190  |
| Structure          | 4784    | 85   |
| Vehicle            | 364     | 9    |
| Other              | 1322    | 96   |
| <b>EMS</b>         | 10849   | 630  |
| Cardiac            | 638     | 37   |
| Medical Aid        | 7990    | 440  |
| Other              | 2221    | 153  |
| <b>HAZMAT</b>      | 217     | 7    |
| Spill/Leak         | 187     | 6    |
| Other              | 30      | 1    |
| <b>NON-FIRE</b>    | 10537   | 654  |
| Lockout/In         | 874     | 36   |
| Water Emer         | 1257    | 37   |
| Accidental         | 4072    | 273  |
| Defective          | 2198    | 141  |
| Other              | 2136    | 167  |
| <b>GOOD INTENT</b> | 493     | 41   |
| Smoke Scare        | 176     | 15   |
| Other              | 317     | 26   |
| <b>FALSE</b>       | 802     | 83   |
| Malicious          | 621     | 68   |
| Other              | 181     | 15   |
| <b>RELOCATION</b>  | 1138    | 14   |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 558   |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 2700  |
| Hose 2.5"                | 150   |
| Hose 1.75"               | 21250 |
| Hose .75"                | 2700  |
| <b>Nbr Used</b>          |       |
| Scba                     | 541   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 0     |
| Extinguisher             | 21    |
| Foam                     | 0     |
| Oxygen                   | 225   |
| AED                      | 3     |
| Generator                | 1     |
| Port Pump                | 3     |
| FirstAid Bag             | 542   |
| CO2 Meter                | 2     |
| Misc Tools               | 588   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 35    |
| Ldr Roof                 | 18    |
| Ldr Folding              | 10    |
| <b>Box Type</b>          |       |
| Fire                     | 62    |
| False                    | 215   |
| Other                    | 388   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 30668                | 1650 |

Reporting Engine Company

Engine 7

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>6470</b>  | <b>190</b> |
| Structure          | 4784         | 85         |
| Vehicle            | 364          | 9          |
| Other              | 1322         | 96         |
| <b>EMERGENCY</b>   | <b>10849</b> | <b>630</b> |
| Cardiac            | 638          | 37         |
| Medical Aid        | 7990         | 440        |
| Other              | 2221         | 153        |
| <b>HAZARDOUS</b>   | <b>217</b>   | <b>7</b>   |
| Gas Leak           | 187          | 6          |
| Other              | 30           | 1          |
| <b>NON-FIRE</b>    | <b>10537</b> | <b>654</b> |
| Rescue/In          | 874          | 36         |
| Other Emer         | 1257         | 37         |
| Residential        | 4072         | 273        |
| Protective         | 2198         | 141        |
| Other              | 2136         | 167        |
| <b>GOVERNMENT</b>  | <b>493</b>   | <b>41</b>  |
| Smoke Scare        | 176          | 15         |
| Other              | 317          | 26         |
| <b>FAULTY</b>      | <b>802</b>   | <b>83</b>  |
| Unconscious        | 621          | 68         |
| Other              | 181          | 15         |
| <b>REPLICATION</b> | <b>1138</b>  | <b>14</b>  |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 558   |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 2700  |
| Hose 2.5"                | 150   |
| Hose 1.75"               | 21250 |
| Hose .75"                | 2700  |
| <b>Nbr Used</b>          |       |
| Scba                     | 541   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 0     |
| Extinguisher             | 21    |
| Foam                     | 0     |
| Oxygen                   | 225   |
| AED                      | 3     |
| Generator                | 1     |
| Port Pump                | 3     |
| First Aid Bag            | 542   |
| CO2 Meter                | 2     |
| Misc Tools               | 588   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 35    |
| Ldr Roof                 | 18    |
| Ldr Folding              | 10    |
| <b>Box Type</b>          |       |
| Fire                     | 62    |
| False                    | 215   |
| Other                    | 388   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 32889                | 2026 |

Reporting Engine Company

Engine 8

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 5557    | 220  |
| Structure          | 4230    | 129  |
| Vehicle            | 308     | 11   |
| Other              | 1019    | 80   |
| <b>EMS</b>         | 19783   | 1202 |
| Cardiac            | 1925    | 87   |
| Medical Aid        | 16666   | 1036 |
| Other              | 1192    | 79   |
| <b>HAZMAT</b>      | 157     | 7    |
| Spill/Leak         | 142     | 6    |
| Other              | 15      | 1    |
| <b>NON-FIRE</b>    | 5288    | 313  |
| Lockout/In         | 93      | 7    |
| Water Emer         | 402     | 19   |
| Accidental         | 1533    | 139  |
| Defective          | 1144    | 95   |
| Other              | 2116    | 53   |
| <b>GOOD INTENT</b> | 711     | 63   |
| Smoke Scare        | 419     | 33   |
| Other              | 292     | 30   |
| <b>FALSE</b>       | 1087    | 143  |
| Malicious          | 1005    | 133  |
| Other              | 82      | 10   |
| <b>RELOCATION</b>  | 7       | 2    |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 2650  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 13150 |
| Hose 2.5"                | 750   |
| Hose 1.75"               | 21553 |
| Hose .75"                | 39650 |
| <b>Nbr Used</b>          |       |
| Scba                     | 682   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 1     |
| Extinguisher             | 15    |
| Foam                     | 0     |
| Oxygen                   | 154   |
| AED                      | 182   |
| Generator                | 2     |
| Port Pump                | 1     |
| FirstAid Bag             | 698   |
| CO2 Meter                | 1     |
| Misc Tools               | 623   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 16    |
| Ldr Roof                 | 0     |
| Ldr Folding              | 26    |
| <b>Box Type</b>          |       |
| Fire                     | 83    |
| False                    | 210   |
| Other                    | 131   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 23436                | 1236 |

Reporting Engine Company

Engine 9

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2847    | 79   |
| Structure          | 1729    | 35   |
| Vehicle            | 250     | 8    |
| Other              | 868     | 36   |
| <b>EMS</b>         | 11983   | 490  |
| Cardiac            | 3560    | 73   |
| Medical Aid        | 7537    | 383  |
| Other              | 886     | 34   |
| <b>HAZMAT</b>      | 473     | 11   |
| Spill/Leak         | 134     | 7    |
| Other              | 339     | 4    |
| <b>NON-FIRE</b>    | 6520    | 499  |
| Lockout/In         | 100     | 7    |
| Water Emer         | 530     | 25   |
| Accidental         | 2870    | 254  |
| Defective          | 2312    | 170  |
| Other              | 708     | 43   |
| <b>GOOD INTENT</b> | 816     | 67   |
| Smoke Scare        | 436     | 38   |
| Other              | 380     | 29   |
| <b>FALSE</b>       | 648     | 68   |
| Malicious          | 566     | 58   |
| Other              | 82      | 10   |
| <b>RELOCATION</b>  | 15      | 2    |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 905  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2100 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 2800 |
| Hose .75"                | 1500 |
| <b>Nbr Used</b>          |      |
| Scba                     | 99   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 3    |
| Foam                     | 0    |
| Oxygen                   | 103  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| First Aid Bag            | 315  |
| CO2 Meter                | 1    |
| Misc Tools               | 107  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 10   |
| Ldr Folding              | 20   |
| <b>Box Type</b>          |      |
| Fire                     | 31   |
| False                    | 244  |
| Other                    | 211  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 23436                | 1236 |

Reporting Engine Company

Engine 9

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2847    | 79   |
| Structure          | 1729    | 35   |
| Vehicle            | 250     | 8    |
| Other              | 868     | 36   |
| <b>EMS</b>         | 11983   | 490  |
| Cardiac            | 3560    | 73   |
| Medical Aid        | 7537    | 383  |
| Other              | 886     | 34   |
| <b>HAZMAT</b>      | 473     | 11   |
| Spill/Leak         | 134     | 7    |
| Other              | 339     | 4    |
| <b>NON-FIRE</b>    | 6520    | 499  |
| Lockout/In         | 100     | 7    |
| Water Emer         | 530     | 25   |
| Accidental         | 2870    | 254  |
| Defective          | 2312    | 170  |
| Other              | 708     | 43   |
| <b>GOOD INTENT</b> | 816     | 67   |
| Smoke Scare        | 436     | 38   |
| Other              | 380     | 29   |
| <b>FALSE</b>       | 648     | 68   |
| Malicious          | 566     | 58   |
| Other              | 82      | 10   |
| <b>RELOCATION</b>  | 15      | 2    |

**EQUIPMENT USED**

|                          |      |
|--------------------------|------|
| Pump Minutes             | 905  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2100 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 2800 |
| Hose .75"                | 1500 |
| <b>Nbr Used</b>          |      |
| Scba                     | 99   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 3    |
| Foam                     | 0    |
| Oxygen                   | 103  |
| AED                      | 5    |
| Generator                | 1    |
| Port Pump                | 2    |
| First Aid Bag            | 315  |
| CO2 Meter                | 1    |
| Misc Tools               | 107  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 0    |
| Ldr Roof                 | 10   |
| Ldr Folding              | 20   |
| <b>Box Type</b>          |      |
| Fire                     | 31   |
| False                    | 244  |
| Other                    | 211  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 66405                | 2978 |

Reporting Engine Company

Engine 10

Annual Report for 2010

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 6296    | 221  |
| Structure          | 4908    | 140  |
| Vehicle            | 486     | 15   |
| Other              | 902     | 66   |
| <b>EMS</b>         | 26239   | 1694 |
| Cardiac            | 2208    | 118  |
| Medical Aid        | 18151   | 1132 |
| Other              | 5880    | 444  |
| <b>HAZMAT</b>      | 383     | 14   |
| Spill/Leak         | 322     | 11   |
| Other              | 61      | 3    |
| <b>NON-FIRE</b>    | 608735  | 580  |
| Lockout/In         | 222     | 17   |
| Water Emer         | 809     | 32   |
| Accidental         | 604626  | 292  |
| Defective          | 1866    | 167  |
| Other              | 1212    | 72   |
| <b>GOOD INTENT</b> | 1031    | 100  |
| Smoke Scare        | 352     | 35   |
| Other              | 679     | 65   |
| <b>FALSE</b>       | 1015    | 277  |
| Malicious          | 1216    | 209  |
| Other              | 699     | 68   |
| <b>RELOCATION</b>  | 40      | 3    |

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 1604  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 10450 |
| Hose 2.5"                | 450   |
| Hose 1.75"               | 12900 |
| Hose .75"                | 6050  |
| <b>Nbr Used</b>          |       |
| Scba                     | 325   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 0     |
| Extinguisher             | 4     |
| Foam                     | 0     |
| Oxygen                   | 220   |
| AED                      | 14    |
| Generator                | 4     |
| Port Pump                | 3     |
| FirstAid Bag             | 1350  |
| CO2 Meter                | 5     |
| Misc Tools               | 578   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 52    |
| Ldr Roof                 | 50    |
| Ldr Folding              | 24    |
| <b>Box type</b>          |       |
| Fire                     | 64    |
| False                    | 322   |
| Other                    | 295   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 24934                | 1131 |

Reporting Engine Company

Engine 11

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes      | Runs       |
|--------------------|--------------|------------|
| <b>FIRE</b>        | <b>3863</b>  | <b>125</b> |
| Structure          | 3271         | 87         |
| Vehicle            | 228          | 8          |
| Other              | 364          | 30         |
| <b>EMS</b>         | <b>13825</b> | <b>602</b> |
| Cardiac            | 1988         | 67         |
| Medical Aid        | 10786        | 472        |
| Other              | 1051         | 63         |
| <b>HAZMAT</b>      | <b>127</b>   | <b>6</b>   |
| Spill/Leak         | 34           | 2          |
| Other              | 93           | 4          |
| <b>NON-FIRE</b>    | <b>3587</b>  | <b>230</b> |
| Lockout/In         | 151          | 9          |
| Water Emer         | 445          | 9          |
| Accidental         | 1385         | 116        |
| Defective          | 859          | 53         |
| Other              | 747          | 43         |
| <b>GOOD INTENT</b> | <b>573</b>   | <b>43</b>  |
| Smoke Scare        | 280          | 23         |
| Other              | 293          | 20         |
| <b>FALSE</b>       | <b>2691</b>  | <b>106</b> |
| Malicious          | 2600         | 97         |
| Other              | 91           | 9          |
| <b>RELOCATION</b>  | <b>182</b>   | <b>2</b>   |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 751  |
| <b>Nbr of Feet Used</b>  |      |
| Hose 3"                  | 2600 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 6800 |
| Hose .75"                | 3350 |
| <b>Nbr Used</b>          |      |
| Scba                     | 245  |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 1    |
| Extinguisher             | 8    |
| Foam                     | 1    |
| Oxygen                   | 243  |
| AED                      | 110  |
| Generator                | 1    |
| Port Pump                | 3    |
| FirstAid Bag             | 535  |
| CO2 Meter                | 2    |
| Misc Tools               | 195  |
| <b>Nbr of Feet Used</b>  |      |
| Ldr Extension            | 20   |
| Ldr Roof                 | 16   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 67   |
| False                    | 102  |
| Other                    | 269  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 38349                | 2097 |

Reporting Engine Company

Engine 12

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <u>FIRE</u>        | 2931    | 124  |
| Structure          | 1337    | 23   |
| Vehicle            | 199     | 5    |
| Other              | 1395    | 96   |
| <u>EMS</u>         | 25009   | 1346 |
| Cardiac            | 4438    | 193  |
| Medical Aid        | 17665   | 967  |
| Other              | 2906    | 186  |
| <u>HAZMAT</u>      | 261     | 7    |
| Spill/Leak         | 246     | 6    |
| Other              | 15      | 1    |
| <u>NON-FIRE</u>    | 7463    | 325  |
| Lockout/In         | 133     | 10   |
| Water Emer         | 1183    | 27   |
| Accidental         | 1600    | 141  |
| Defective          | 3469    | 95   |
| Other              | 1078    | 52   |
| <u>GOOD INTENT</u> | 863     | 74   |
| Smoke Scare        | 177     | 17   |
| Other              | 686     | 57   |
| <u>FALSE</u>       | 1241    | 171  |
| Malicious          | 948     | 146  |
| Other              | 293     | 25   |
| <u>RELOCATION</u>  | 265     | 16   |

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1714 |
| <u>Nbr of Feet Used</u>  |      |
| Hose 3"                  | 3350 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 5650 |
| Hose .75"                | 8700 |
| <u>Nbr Used</u>          |      |
| Scba                     | 75   |
| <u>Nbr of Times Used</u> |      |
| Master Appl              | 0    |
| Extinguisher             | 6    |
| Foam                     | 0    |
| Oxygen                   | 254  |
| AED                      | 6    |
| Generator                | 1    |
| Port Pump                | 4    |
| FirstAid Bag             | 1100 |
| CO2 Meter                | 2    |
| Misc Tools               | 678  |
| <u>Nbr of Feet Used</u>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 58   |
| Ldr Folding              | 0    |
| <u>Box Type</u>          |      |
| Fire                     | 21   |
| False                    | 179  |
| Other                    | 107  |



PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 38349                | 2097 |

Reporting Engine Company

Engine 12

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2931    | 124  |
| Structure          | 1337    | 23   |
| Vehicle            | 199     | 5    |
| Other              | 1395    | 96   |
| <b>EMS</b>         | 25009   | 1346 |
| Cardiac            | 4438    | 193  |
| Medical Aid        | 17665   | 967  |
| Other              | 2906    | 186  |
| <b>HAZMAT</b>      | 261     | 7    |
| Spill/Leak         | 246     | 6    |
| Other              | 15      | 1    |
| <b>NON-FIRE</b>    | 7463    | 325  |
| Lockout/In         | 133     | 10   |
| Water Emer         | 1183    | 27   |
| Accidental         | 1600    | 141  |
| Defective          | 3469    | 95   |
| Other              | 1078    | 52   |
| <b>GOOD INTENT</b> | 863     | 74   |
| Smoke Scare        | 177     | 17   |
| Other              | 686     | 57   |
| <b>FALSE</b>       | 1241    | 171  |
| Malicious          | 948     | 146  |
| Other              | 293     | 25   |
| <b>RELOCATION</b>  | 265     | 6    |

**EQUIPMENT USED**

|                          |      |
|--------------------------|------|
| Pump Minutes             | 1714 |
| <b>Nbr of Recs Used</b>  |      |
| Hose 3"                  | 3350 |
| Hose 2.5"                | 200  |
| Hose 1.75"               | 5650 |
| Hose .75"                | 8700 |
| <b>Nbr Used</b>          |      |
| Scba                     | 75   |
| <b>Nbr of Times Used</b> |      |
| Master Appl              | 0    |
| Extinguisher             | 6    |
| Foam                     | 0    |
| Oxygen                   | 254  |
| AED                      | 6    |
| Generator                | 1    |
| Port Pump                | 4    |
| First Aid Bag            | 1100 |
| CO2 Meter                | 2    |
| Misc Tools               | 678  |
| <b>Nbr of Recs Used</b>  |      |
| Ldr Extension            | 28   |
| Ldr Roof                 | 58   |
| Ldr Folding              | 0    |
| <b>Box Type</b>          |      |
| Fire                     | 21   |
| False                    | 179  |
| Other                    | 107  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 20542                | 1140 |

Reporting Engine Company

Engine 13

Annual Report for 2011

EQUIPMENT USED

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 2990    | 68   |
| Structure          | 1997    | 47   |
| Vehicle            | 183     | 5    |
| Other              | 810     | 16   |
| <b>EMS</b>         | 12359   | 688  |
| Cardiac            | 1321    | 53   |
| Medical Aid        | 9225    | 525  |
| Other              | 1813    | 110  |
| <b>HAZMAT</b>      | 242     | 8    |
| Spill/Leak         | 108     | 4    |
| Other              | 134     | 4    |
| <b>NON-FIRE</b>    | 3654    | 245  |
| Lockout/In         | 181     | 9    |
| Water Emer         | 272     | 11   |
| Accidental         | 1243    | 107  |
| Defective          | 668     | 52   |
| Other              | 1290    | 66   |
| <b>GOOD INTENT</b> | 737     | 48   |
| Smoke Scare        | 269     | 17   |
| Other              | 468     | 31   |
| <b>FALSE</b>       | 461     | 63   |
| Malicious          | 347     | 49   |
| Other              | 114     | 14   |
| <b>RELOCATION</b>  | 0       | 0    |

|                           |      |
|---------------------------|------|
| Pump Minutes              | 843  |
| <b>Nbr. of Feet Used</b>  |      |
| Hose 3"                   | 3300 |
| Hose 2.5"                 | 0    |
| Hose 1.75"                | 4100 |
| Hose .75"                 | 1300 |
| <b>Nbr. Used</b>          |      |
| Scba                      | 94   |
| <b>Nbr. of Times Used</b> |      |
| Master Appl               | 1    |
| Extinguisher              | 2    |
| Foam                      | 0    |
| Oxygen                    | 156  |
| AED                       | 4    |
| Generator                 | 23   |
| Port Pump                 | 1    |
| First Aid Bag             | 601  |
| CO2 Meter                 | 0    |
| Misc Tools                | 386  |
| <b>Nbr. of Feet Used</b>  |      |
| Ldr Extension             | 119  |
| Ldr Roof                  | 16   |
| Ldr Folding               | 20   |
| <b>Box Type</b>           |      |
| Fire                      | 15   |
| False                     | 49   |
| Other                     | 135  |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 28313                | 1699 |

Reporting Engine Company

Engine 14

Annual Report for 2011

|                    | Minutes | Runs |
|--------------------|---------|------|
| <b>FIRE</b>        | 5897    | 199  |
| Structure          | 3793    | 89   |
| Vehicle            | 345     | 13   |
| Other              | 1759    | 97   |
| <b>EMS</b>         | 14258   | 815  |
| Cardiac            | 656     | 26   |
| Medical Aid        | 12749   | 728  |
| Other              | 853     | 61   |
| <b>HAZMAT</b>      | 241     | 8    |
| Spill/Leak         | 214     | 6    |
| Other              | 27      | 2    |
| <b>NON-FIRE</b>    | 5075    | 361  |
| Lockout/In         | 32      | 3    |
| Water Emer         | 795     | 27   |
| Accidental         | 1849    | 167  |
| Defective          | 1257    | 80   |
| Other              | 1142    | 84   |
| <b>GOOD INTENT</b> | 1130    | 93   |
| Smoke Scare        | 578     | 50   |
| Other              | 552     | 43   |
| <b>FALSE</b>       | 1336    | 176  |
| Malicious          | 1232    | 168  |
| Other              | 104     | 8    |
| <b>RELOCATION</b>  | 45      | 1    |

**EQUIPMENT USED**

|                          |       |
|--------------------------|-------|
| Pump Minutes             | 1280  |
| <b>Nbr of Feet Used</b>  |       |
| Hose 3"                  | 8600  |
| Hose 2.5"                | 200   |
| Hose 1.75"               | 11250 |
| Hose .75"                | 2800  |
| <b>Nbr Used</b>          |       |
| Scba                     | 185   |
| <b>Nbr of Times Used</b> |       |
| Master Appl              | 1     |
| Extinguisher             | 6     |
| Foam                     | 0     |
| Oxygen                   | 186   |
| AED                      | 2     |
| Generator                | 0     |
| Port Pump                | 1     |
| First Aid Bag            | 654   |
| CO2 Meter                | 0     |
| Misc Tools               | 457   |
| <b>Nbr of Feet Used</b>  |       |
| Ldr Extension            | 0     |
| Ldr Roof                 | 0     |
| Ldr Folding              | 28    |
| <b>Box Type</b>          |       |
| Fire                     | 39    |
| False                    | 218   |
| Other                    | 230   |

PROVIDENCE FIRE DEPARTMENT ANNUAL REPORT

| ANNUAL TOTALS        |      |
|----------------------|------|
| Service Time Minutes | Runs |
| 33284                | 1694 |

Reporting Engine Company

Engine 15

Annual Report for 2011

|                    | Minutes      | Runs        |
|--------------------|--------------|-------------|
| <b>FIRE</b>        | <b>2893</b>  | <b>98</b>   |
| Structure          | 2057         | 39          |
| Vehicle            | 163          | 6           |
| Other              | 673          | 53          |
| <b>EMS</b>         | <b>23074</b> | <b>1026</b> |
| Cardiac            | 1997         | 82          |
| Medical Aid        | 16690        | 819         |
| Other              | 4387         | 125         |
| <b>HAZMAT</b>      | <b>224</b>   | <b>11</b>   |
| Spill/Leak         | 224          | 11          |
| Other              | 0            | 0           |
| <b>NON-FIRE</b>    | <b>3950</b>  | <b>268</b>  |
| Lockout/In         | 229          | 21          |
| Water Emer         | 554          | 15          |
| Accidental         | 1261         | 106         |
| Defective          | 978          | 72          |
| Other              | 928          | 54          |
| <b>GOOD INTENT</b> | <b>975</b>   | <b>62</b>   |
| Smoke Scare        | 468          | 30          |
| Other              | 507          | 32          |
| <b>FALSE</b>       | <b>1343</b>  | <b>198</b>  |
| Malicious          | 1155         | 185         |
| Other              | 188          | 13          |
| <b>RELOCATION</b>  | <b>177</b>   | <b>2</b>    |

EQUIPMENT USED

|                          |      |
|--------------------------|------|
| Pump Minutes             | 756  |
| <u>Nbr of Feet Used</u>  |      |
| Hose 3"                  | 3900 |
| Hose 2.5"                | 150  |
| Hose 1.75"               | 5150 |
| Hose .75"                | 3380 |
| <u>Nbr Used</u>          |      |
| Scba                     | 91   |
| <u>Nbr of Times Used</u> |      |
| Master Appl              | 1    |
| Extinguisher             | 4    |
| Foam                     | 0    |
| Oxygen                   | 137  |
| AED                      | 11   |
| Generator                | 0    |
| Port Pump                | 3    |
| FirstAid Bag             | 564  |
| CO2 Meter                | 4    |
| Misc Tools               | 297  |
| <u>Nbr of Feet Used</u>  |      |
| Ldr Extension            | 24   |
| Ldr Roof                 | 16   |
| Ldr Folding              | 0    |
| <u>Box Type</u>          |      |
| Fire                     | 13   |
| False                    | 183  |
| Other                    | 99   |

The following data is from January 1, 2011 through July 22, 2011  
(YTD)

Washington Street Fire Station

---

Special Hazards 1 = 992 Runs  
Engine Company 3 = 2,628 Runs  
Tower Ladder 1 = 1,148 Runs  
Rescue Company 4 = 3,242 Runs  
Division 1 = 1,193 Runs  
Total = 9,203 Runs

Branch Avenue Fire Station

Engine Company 2 = 1,580 Runs  
Ladder Company 7 = 600 Runs  
Rescue Company 3 = 3,094 Runs  
Battalion 3 = 1,159 Runs  
Total = 6,433 Runs

Rochambeau Avenue Fire Station

Engine Company 4 = 776 Runs  
Total = 776 Runs

Humboldt Avenue Fire Station

Engine Company 5 = 665 Runs  
Total = 665 Runs

Hartford Avenue Fire Station

Engine Company 6 = 1,365 Runs  
Rescue Company 2 = 2,902 Runs  
Total = 4,267 Runs

North Main Street Fire Station

Engine Company 7 = 1,731 Runs  
Ladder Company 4 = 1,048 Runs  
Rescue Company 5 = 2,884 Runs  
Air Supply 1 = 83 Runs  
Total = 5,746 Runs

---

Messer Street Fire Station

Engine Company 8 = 2,022 Runs  
Tower Ladder 2 = 852 Runs  
Battalion 2 = 20 Runs  
Total = 2,894 Runs

Brook Street Fire Station

Engine Company 9 = 1,301 Runs  
Ladder Company 8 = 660 Runs  
Total = 1,961 Runs

Broad Street Fire Station

Engine Company 10 = 1,707 Runs  
Ladder Company 5 = 708 Runs  
Total = 2,415 Runs

Reservoir Avenue Fire Station

Engine Company 11 = 1,166 Runs  
Total = 1,166 Runs

Admiral Street Fire Station

Engine Company 12 = 2,174 Runs  
Ladder Company 3 = 791 Runs  
Total = 2,965 Runs

---

Allen's Avenue Fire Station

Engine Company 13 = 1,181 Runs  
Rescue Company 1 = 3,089 Runs  
Total = 4,270 Runs

Atwell's Avenue Fire Station

Engine Company 14 = 1,810 Runs  
Ladder Company 6 = 857 Runs  
Rescue Company 6 = 3,085 Runs  
Total = 5,752 Runs

Mount Pleasant Avenue Station

Engine Company 15 = 1,728 Runs  
Total = 1,728 Runs

BC James Taylor  
Chief of Communications  
Providence Fire Department

The following data is from July 1, 2010 through June 30, 2011 (FY2011)

Washington Street Fire Station

Special Hazards 1 = 1,907 Runs  
Engine Company 3 = 4,652 Runs  
Tower Ladder 1 = 2,059 Runs  
Rescue Company 4 = 5,798 Runs  
Division 1 = 1,827 Runs  
Total = 16,243 Runs

Branch Avenue Fire Station

Engine Company 2 = 2,802 Runs  
Ladder Company 7 = 1,126 Runs  
Rescue Company 3 = 5,432 Runs  
Battalion 3 = 1,899 Runs  
Total = 11,259 Runs

Rochambeau Avenue Fire Station

Engine Company 4 = 1,412 Runs  
Total = 1,412 Runs

Humboldt Avenue Fire Station

Engine Company 5 = 1,173 Runs  
Total = 1,173 Runs

Hartford Avenue Fire Station

Engine Company 6 = 2,495 Runs  
Rescue Company 2 = 5,211 Runs  
Total = 7,706 Runs



North Main Street Fire Station

Engine Company 7 = 3,137 Runs  
Ladder Company 4 = 1,800 Runs  
Rescue Company 5 = 5,085 Runs  
Air Supply 1 = 138 Runs  
Total = 10,160 Runs

---

Messer Street Fire Station

Engine Company 8 = 3,789 Runs  
Tower Ladder 2 = 1,618 Runs  
Battalion 2 = 691 Runs  
Total = 6,098 Runs

Brook Street Fire Station

Engine Company 9 = 2,391 Runs  
Ladder Company 8 = 1,210 Runs  
Total = 3,601 Runs

Broad Street Fire Station

Engine Company 10 = 3,005 Runs  
Ladder Company 5 = 1,311 Runs  
Total = 4,316 Runs

Reservoir Avenue Fire Station

Engine Company 11 = 2,056 Runs  
Total = 2,056 Runs

Admiral Street Fire Station

Engine Company 12 = 3,927 Runs  
Ladder Company 3 = 1,450 Runs  
Total = 5,377 Runs

Allen's Avenue Fire Station

Engine Company 13 = 2,094 Runs

Rescue Company 1 = 5,457 Runs

Total = 7,551 Runs

---

Atwell's Avenue Fire Station

Engine Company 14 = 3,322 Runs

Ladder Company 6 = 1,566 Runs

Rescue Company 6 = 5,609 Runs

Total = 10,497 Runs

Mount Pleasant Avenue Station

Engine Company 15 = 3,100 Runs

Total = 3,100 Runs

BC James Taylor

Chief of Communications

Providence Fire Department

# RESOLUTION OF THE CITY COUNCIL

No. 10

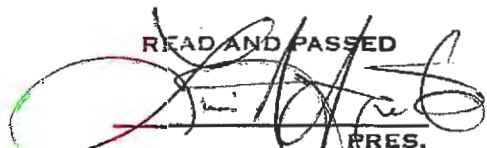
Approved January 12, 2017


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

IN CITY COUNCIL

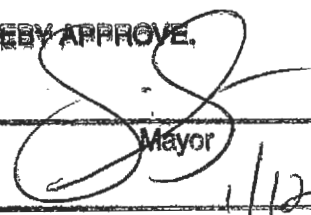
JAN 05 2017

READ AND PASSED

  
\_\_\_\_\_  
PRES.

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date: 1/12/17



Mayor of Providence

Jorge O. Elorza

October 24, 2016

HAND-DELIVERED

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

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

Dear Council President Aponte:

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

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

Sincerely,

A handwritten signature in black ink, appearing to be "J. Elorza".

Jorge O. Elorza  
Mayor

Enclosure

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

**TENTATIVE AMENDMENT**

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

WHEREAS, the parties have conducted good faith negotiations pursuant to R.I.G.L. §28-7 *et. seq.* and §28-9 .1 *et. seq.*; and have mutually agreed to modify the current 2016 - 2017 Collective Bargaining Agreement pursuant to and in full compliance with all the requirements of Article XXIX, and the current 2016 - 2017 Collective Bargaining Agreement.

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

## ARTICLE I

### Section 1 - RECOGNITION

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

## ARTICLE III

### SENIORITY

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

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

## ARTICLE IV

### Section 4 - PROMOTIONS

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



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

## ARTICLE VI

### Section 1 - HOURS

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

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

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

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

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

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

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

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

### Section 3 - OVERTIME

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

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

#### Section 5 - OVERTIME RATE OF PAY

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

## Section 6 - CALL-BACK

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

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

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

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

## ARTICLE VII

Section 4 - VACATION SCHEDULE, FIREFIGHTING FORCE

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

Section 8 - PAID HOLIDAYS

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

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

**ARTICLE VIII**

**CLOTHING PROVISION**

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

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

**ARTICLE IX**

**Section 1 - LEAVE OF ABSENCE**

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

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

3 years after appointment 3 personal days

4 years after appointment 4 personal days

5 years after appointment 5 personal days

6 years after appointment 6 personal days

7 years and thereafter 7 personal days

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

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

#### Section 4 - COMPENSATORY TIME

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

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



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

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

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

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

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

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

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

## ARTICLE X

### Section 1 - INJURIES

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

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

### Section 3 - MEDICAL CARE FOR INJURIES

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

### Section 4 - LIGHT DUTY

#### A. Establishment

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

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

B. Type of Work

Light duty positions shall be utilized in the Division of Fire Prevention, Division of Training, Carpenter Shop, Air Supply/O<sup>2</sup> Filling Station, Supply Room or the Department's headquarters; other positions may be utilized within the department by written agreement between the Chief of Department and the President of the bargaining unit. Each such light duty position offered by the Department shall not be inconsistent with the recommendations of the member's treating physician, the Department's physician or the neutral physician, under paragraphs C or D of Section 3 of this Article, where appropriate, regarding the eligibility for light duty.

E. Non-Job Related Injuries and Illnesses

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

#### F. Length of Light Duty Assignment

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

### ARTICLE XIII

#### Section 1 - SALARY FOR THE FIREFIGHTERS

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

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

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

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

~~\*Wage Reopener by MOU~~

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

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

Retroactive payments will be made in the following manner:

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XIV**

##### **Section 3 - DELTA DENTAL**

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

#### **ARTICLE XIX**



## MINIMUM MANNING

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

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

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

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

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

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

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

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

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

#### MINIMUM STAFFING

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

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

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

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

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

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

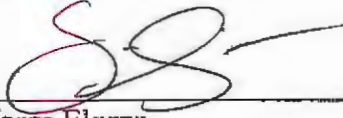
### **ARTICLE XXX**

#### **DURATION**

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

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

For the City of Providence:



Jorge Elorza  
Mayor



Steven M. Pare  
Public Safety Commissioner

For the Union:

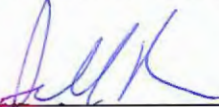


Paul A. Doughty  
President, Local 799, IAFF, AFL-CIO



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

Approved as to form and correctness



Jeffrey Dana  
City Solicitor

Date: OCTOBER 17, 2016

00022120.DOCX



Mayor of Providence

Jorge O. Elorza

September 15, 2016

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

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

Dear Ms. Hagen:

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

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

Respectfully,

A handwritten signature in black ink, appearing to be "J. Elorza".

Jorge O. Elorza  
Mayor

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

Tentative AgreementReference

1. Minimum Staffing Art. XIX
- a. Reduce to 88 effective October 29, 2016, or as soon as practical thereafter.
  - b. Eliminate \$100,000 annual overtime expense language beginning in FY2018.
2. 4-Platoon Schedule
- a. Return to 10-10-14-14 schedule effective on or before October 29, 2016, or as soon as practical thereafter.
  - b. If the City reverts to a 3-platoon / 56-hour workweek during the course of this agreement, then, in consideration for the changes set forth in this agreement, the City agrees to compensate each member affected by the change one year's salary within fourteen (14) days of the change.
  - c. The City will pay overtime in accordance with Article VI of the CBA. *as it was paid prior to August 2, 2015 without prejudice to the claims of the parties as to such payment subsequent to August 2, 2015*
3. Health Care Art. XIV
- a. Health Co-Share rates to change as follows effective July 1st of each Fiscal Year:
    - i. FY 2018: \$1,347 (individual) / \$2,746 (family)
    - ii. FY 2019: \$1,387 (individual) / \$3,182 (family)
    - iii. FY 2020: \$1,429 (individual) / \$3,642 (family)
    - iv. FY 2021: \$1,530 (individual) / \$3,899 (family)
    - v. FY 2022: \$1,591 (individual) / \$4,055 (family)
  - b. Dental Co-Share Rates to Change as follows effective July 1st of each Fiscal Year:
    - i. FY 2018: \$43.16 (individual); \$133.05 (family)
    - ii. FY 2019: \$44.88 (individual); \$138.37 (family)
    - iii. FY 2020: \$46.68 (individual); \$143.91 (family)
    - iv. FY 2021: \$48.54 (individual); \$149.66 (family)
    - v. FY 2022: \$50.49 (individual); \$155.65 (family)
4. Salary for the Firefighters Article XIII, Sec. 1
- a. Effective July 1, 2015: 3% base salary increase remains in effect.
  - b. Effective August 2, 2015: 8% base salary increase remains in effect until conversion to 4-platoon / 42-hour workweek schedule takes effect, at which time the 8% base salary increase shall no longer be of any force or effect.
  - c. FY2017 Wage Re-opener: Effective January 1, 2017, 2% base salary increase.
  - d. Effective July 1, 2017: 2.00 % base salary increase.
  - e. Effective July 1, 2018: 2.25 % base salary increase.
  - f. Effective July 1, 2019: 2.25 % base salary increase.
  - g. Effective July 1, 2020: 2.75 % base salary increase.
  - h. Effective July 1, 2021: 3.25 % base salary increase.

## 5. Salary for the Firefighters

Article XIII, Sec. 1

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

## 6. Clothing Provision

Art. VIII, (C)

- a. Eliminate "clothing issue" beginning FY2017.

## 7. Retiree Health Care

Art. XIV

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

For example, if a retiree is paying ½ of \$4,055 (or \$2,027.50) as a health co-share in retirement, then upon becoming Medicare eligible, the retiree's \$2,027.50 health co-share shall be reduced by the retiree's annual payment for Medicare Part B. Therefore, for illustrative purposes only, if such retiree's Medicare Part B payment is \$121.80 per month (or \$1,461.60 per year), then such retiree's Post-Medicare Co-Share to the City will be \$565.90.

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



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

Art. IX, Sec. 2(h)

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

9. **Holiday** – Eliminate 1-paid holiday (Rhode Island Independence Day) effective FY2017.10. **Compensation Time** (Effective January 1, 2017, or as soon as practicable thereafter):

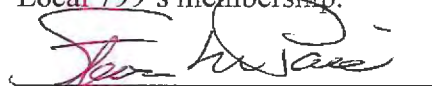
- a. Firefighters can accrue up to a total of 72 hours of compensation time (i.e., 48 hours of overtime banked as compensation time);
- b. Firefighters cannot use their accrued compensation time if it results in the City making any payment of overtime through a callback. The parties will agree in writing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

11. **Miscellaneous**

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

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

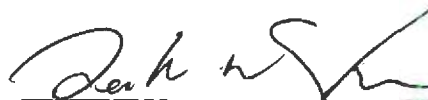
The foregoing Tentative Agreement (1) was negotiated by the City and the Union in good faith (2) is subject to ratification by the Providence City Council and (3) is subject to the approval of Local 799's membership.



For the City of Providence

Date: 12 Sept. 2016

00021386.DOCX



For Local 799, IAFF, AFL-CIO

Date: 12 SEP 2016



## Office of the Internal Auditor

# Memorandum

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

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

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

**Date:** November 22, 2016

---

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

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

INTRODUCTION

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

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

STAFFING

Table of Organization (Projected)

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

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

Minimum Manning & Staffing Changes

Projected Savings:

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

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

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

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

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

### Reasons for Variance (Staffing):

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

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

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

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

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

Elimination of Winter Overtime

Projected Savings:

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

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

Health and Dental Co-Shares:

Projected Savings:

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

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

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

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

Elimination of 8%, 3-platoon Stipend

Projected Savings:

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

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

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

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



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

### Salary for Firefighters

#### Projected Cost:

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

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

### Firefighter Grade 2 & Grade 3 Rate Change

#### Projected Savings:

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

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

Health Care: Retiree Co-Share Rates

Projected Savings:

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

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

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

Item H Proposal for New Hires

Projected Savings:

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

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

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

Elimination of Rhode Island Independence Day

Projected Savings:

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

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

Compensatory Time

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

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

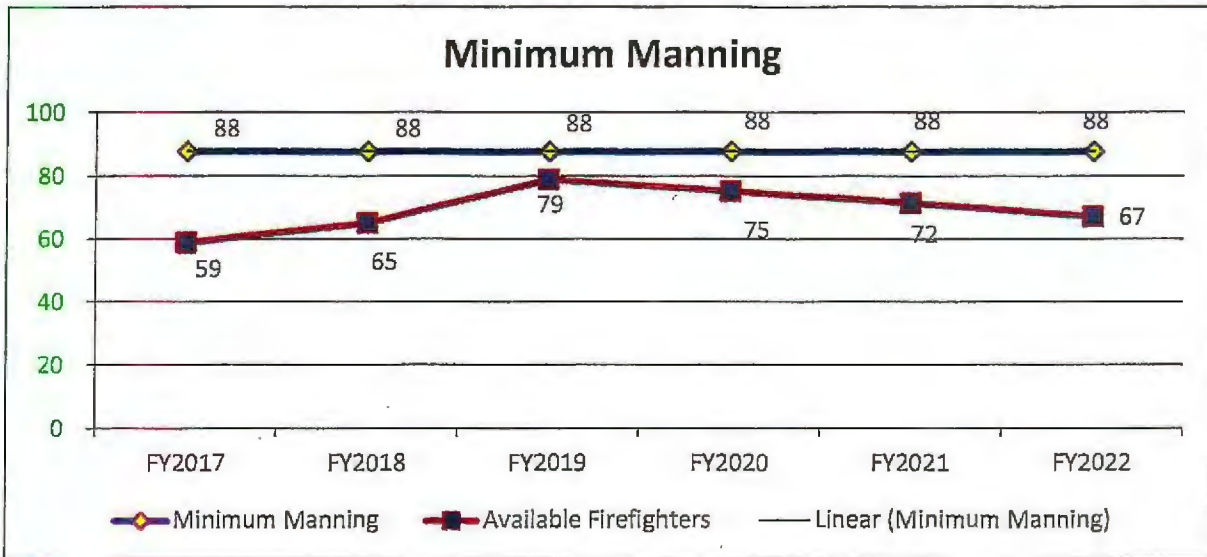
Should the Administration adjust its staffing plan so firefighters can utilize compensatory hours earned without creating a callback situation, it is estimated that this provision could result in as much as approximately \$1.05 million in savings between fiscal years 2017-2022. It is unlikely that the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

LOCAL 799 IAFF FY2017 - FY2022 CONTRACT FISCAL NOTE COMPARISON

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

Appendix 1.

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



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

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

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

Appendix 2.

PERSONNEL CHANGES (PER POSITION)

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

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

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

Total Savings from One - 3 Man Apparatus **(\$7,020,109)**  
 Three pieces of apparatuses being decommissioned (E4, E5, L4) 3  
 Total Savings **(\$21,060,326)**

| <b>Cost of Recommissioning B1, B2 and Safety Battalion Chief</b> |                  |                  |                  |                  |                  |                  |            |
|--|------------------|------------------|------------------|------------------|------------------|------------------|------------|
|  | 2017             | 2018             | 2019             | 2020             | 2021             | 2022             |            |
| Salary   | \$88,755         | \$90,530         | \$92,567         | \$94,650         | \$97,253         | \$100,413        |            |
| Certs  | \$4,420          | \$4,420          | \$4,420          | \$4,420          | \$4,420          | \$4,420          |            |
| Holiday  | \$4,569          | \$4,656          | \$4,756          | \$4,858          | \$4,986          | \$5,141          |            |
| FICA (1.45%)   | \$1,417          | \$1,444          | \$1,475          | \$1,507          | \$1,547          | \$1,595          |            |
| Pension (11.25%)   | \$10,482         | \$10,682         | \$10,911         | \$11,145         | \$11,438         | \$11,794         |            |
| Medical  | \$14,130         | \$14,130         | \$14,695         | \$15,282         | \$15,894         | \$16,530         |            |
| Co-Share   | <b>(\$2,367)</b> | <b>(\$2,367)</b> | <b>(\$2,695)</b> | <b>(\$3,042)</b> | <b>(\$3,257)</b> | <b>(\$3,387)</b> |            |
| Dental   | \$1,063          | \$1,063          | \$1,095          | \$1,128          | \$1,162          | \$1,197          |            |
| Dental Co Share  | <b>(\$109)</b>   | <b>(\$109)</b>   | <b>(\$113)</b>   | <b>(\$118)</b>   | <b>(\$122)</b>   | <b>(\$127)</b>   |            |
| Clothing   | \$800            | \$800            | \$800            | \$800            | \$800            | \$800            |            |
|  | \$123,161        | \$125,250        | \$127,911        | \$130,631        | \$134,120        | \$138,375        |            |
| Staffing Factor  | 1.29             | 1.29             | 1.29             | 1.29             | 1.29             | 1.29             |            |
|  | \$158,878        | \$161,572        | \$165,005        | \$168,514        | \$173,014        | \$178,503        |            |
|  | <b>12</b>        | <b>12</b>        | <b>12</b>        | <b>12</b>        | <b>12</b>        | <b>12</b>        |            |
| (6 months for 2017)  | 953,266          | \$1,938,865      | \$1,980,058      | \$2,022,169      | \$2,076,173      | \$2,142,038      | 11,112,568 |

**Total Savings by Year    (\$838,639)   (\$1,688,368)   (\$1,731,236)   (\$1,749,299)   (\$1,959,345)   (\$1,980,871)   (\$9,947,759)**



# RESOLUTION OF THE CITY COUNCIL

No. 11

Approved January 12, 2017

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the City of Providence, Rhode Island and I.A.F.F. Local 799 for the period of July 1, 2017 to June 30, 2022, is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL

JAN 05 2017

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor

Date:

1/12/17



Mayor of Providence

Jorge O. Elorza

October 24, 2016

HAND-DELIVERED

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

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

Dear Council President Aponte:

Enclosed with this correspondence please find a copy of the tentative agreement by and between the City of Providence, Rhode Island and I.A.F.F. Local 799 for the period from July 1, 2017 to June 30, 2022 which was signed on October 17, 2016.

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

Sincerely,

Jorge O. Elorza  
Mayor

Enclosure

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

## TENTATIVE AGREEMENT

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

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

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

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

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

NOW, therefore, the parties agree as follows:

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

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

### ARTICLE XIII

#### Section 1 - SALARY FOR THE FIREFIGHTERS

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

Effective 7/01/17 two percent (2.00%)\*

Effective 7/01/18 two and one quarter percent (2.25%)\*

Effective 7/01/19 two and one quarter percent (2.25%)\*

Effective 7/01/20 two and three quarter percent (2.75%)\*

Effective 7/01/21 three and one quarter percent (3.25%)\*

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

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

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

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

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

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

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

#### ARTICLE XIV

##### Section 1 –HEALTH INSURANCE

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

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

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

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

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

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

#### Retiree Health Insurance Premium Co-Share Contribution

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

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

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

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

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

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

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

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

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



Section 3 - DELTA DENTAL

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

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

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

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

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

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

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

### ARTICLE XXX

#### DURATION


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


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

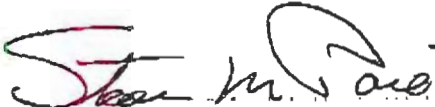
WHEREFORE, the parties hereto, having read the foregoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 17<sup>th</sup> day of OCTOBER, 2016.


For the City of Providence:

For the Union:


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

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

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

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

Approved as to form and correctness

  
\_\_\_\_\_  
Jeffrey Dana  
City Solicitor  
Date:

00022119.DOCX



Mayor of Providence

Jorge O. Elorza

September 15, 2016

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

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

Dear Ms. Hagen:

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

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

Respectfully,

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

Jorge O. Elorza  
Mayor

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

Tentative AgreementReference

1. Minimum Staffing Art. XIX
- a. Reduce to 88 effective October 29, 2016, or as soon as practical thereafter.
  - b. Eliminate \$100,000 annual overtime expense language beginning in FY2018.
2. 4-Platoon Schedule
- a. Return to 10-10-14-14 schedule effective on or before October 29, 2016, or as soon as practical thereafter.
  - b. If the City reverts to a 3-platoon / 56-hour workweek during the course of this agreement, then, in consideration for the changes set forth in this agreement, the City agrees to compensate each member affected by the change one year's salary within fourteen (14) days of the change.
  - c. The City will pay overtime in accordance with Article VI of the CBA. *as it was paid prior to August 2, 2015 without prejudice to the claims of the parties as to such payment subsequent to August 2, 2015*
3. Health Care Art. XIV
- a. Health Co-Share rates to change as follows effective July 1st of each Fiscal Year:
    - i. FY 2018: \$1,347 (individual) / \$2,746 (family)
    - ii. FY 2019: \$1,387 (individual) / \$3,182 (family)
    - iii. FY 2020: \$1,429 (individual) / \$3,642 (family)
    - iv. FY 2021: \$1,530 (individual) / \$3,899 (family)
    - v. FY 2022: \$1,591 (individual) / \$4,055 (family)
  - b. Dental Co-Share Rates to Change as follows effective July 1st of each Fiscal Year:
    - i. FY 2018: \$43.16 (individual); \$133.05 (family)
    - ii. FY 2019: \$44.88 (individual); \$138.37 (family)
    - iii. FY 2020: \$46.68 (individual); \$143.91 (family)
    - iv. FY 2021: \$48.54 (individual); \$149.66 (family)
    - v. FY 2022: \$50.49 (individual); \$155.65 (family)
4. Salary for the Firefighters Article XIII, Sec. 1
- a. Effective July 1, 2015: 3% base salary increase remains in effect.
  - b. Effective August 2, 2015: 8% base salary increase remains in effect until conversion to 4-platoon / 42-hour workweek schedule takes effect, at which time the 8% base salary increase shall no longer be of any force or effect.
  - c. FY2017 Wage Re-opener: Effective January 1, 2017, 2% base salary increase.
  - d. Effective July 1, 2017: 2.00 % base salary increase.
  - e. Effective July 1, 2018: 2.25 % base salary increase.
  - f. Effective July 1, 2019: 2.25 % base salary increase.
  - g. Effective July 1, 2020: 2.75 % base salary increase.
  - h. Effective July 1, 2021: 3.25 % base salary increase.

## 5. Salary for the Firefighters

Article XIII, Sec. 1

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

## 6. Clothing Provision

Art. VIII, (C)

- a. Eliminate "clothing issue" beginning FY2017.

## 7. Retiree Health Care

Art. XIV

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

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

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

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

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

Art. IX, Sec. 2(h)

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

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

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

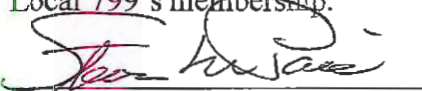
- a. Firefighters can accrue up to a total of 72 hours of compensation time (i.e., 48 hours of overtime banked as compensation time);
- b. Firefighters cannot use their accrued compensation time if it results in the City making any payment of overtime through a callback. The parties will agree in writing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

## 11. Miscellaneous

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

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

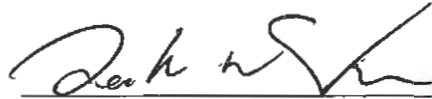
The foregoing Tentative Agreement (1) was negotiated by the City and the Union in good faith (2) is subject to ratification by the Providence City Council and (3) is subject to the approval of Local 799's membership.



For the City of Providence

Date: 12 Sept. 2016

00021386.DOCX



For Local 799, IAFF, AFL-CIO

Date: 12 SEP 2016





## Office of the Internal Auditor

# Memorandum

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

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

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

**Date:** November 22, 2016

---

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

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

## INTRODUCTION

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

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

## STAFFING

### Table of Organization (Projected)

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

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

Minimum Manning & Staffing Changes

Projected Savings:

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

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

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

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

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

Reasons for Variance (Staffing):

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

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

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

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

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

Elimination of Winter Overtime

Projected Savings:

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

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

Health and Dental Co-Shares:

Projected Savings:

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

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

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

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

Elimination of 8%, 3-platoon Stipend

Projected Savings:

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

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

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

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

| <b>Table 5</b>                                 |                  |                      |                      |                                     |
|--|------------------|----------------------|----------------------|-------------------------------------|
| <b>Staffing Requirement: Current versus TA</b> |                  |                      |                      |                                     |
|  | # of<br>Platoons | Manning<br>Per Shift | Total FF<br>Required | Total FF<br>Required<br>(+ SF 1.29) |
| Currently Structure                            | 3                | 94                   | 282                  | 364                                 |
| Tentative Agreement                            | 4                | 88                   | 352                  | 454                                 |
|  |                  |                      | Variance             | 90                                  |

<sup>1</sup> Includes staffing factor of 1.29 per MMA Consulting

Salary for Firefighters

Projected Cost:

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

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

Firefighter Grade 2 & Grade 3 Rate Change

Projected Savings:

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

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

Health Care: Retiree Co-Share Rates

Projected Savings:

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

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

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

Item H Proposal for New Hires

Projected Savings:

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

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

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



Elimination of Rhode Island Independence Day

Projected Savings:

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

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

Compensatory Time

| Projected Savings: | Range         |             |
|--------------------|---------------|-------------|
| Administration     | \$1,618,640   | \$1,618,640 |
| Internal Auditor   | \$0           | \$1,051,236 |
| Variance           | (\$1,618,640) | (\$567,404) |

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

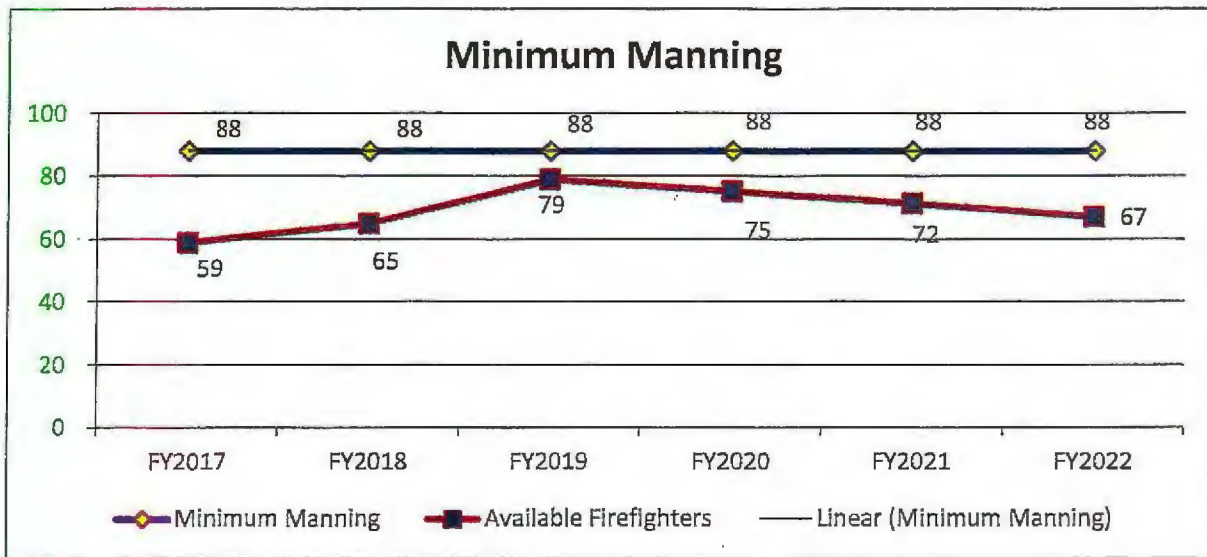
Should the Administration adjust its staffing plan so firefighters can utilize compensatory hours earned without creating a callback situation, it is estimated that this provision could result in as much as approximately \$1.05 million in savings between fiscal years 2017-2022. It is unlikely that the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

LOCAL 799 IAFF FY2017 - FY2022 CONTRACT FISCAL NOTE COMPARISON

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

Appendix 1.

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



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

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

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

Appendix 2.

PERSONNEL CHANGES (PER POSITION)

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

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

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

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

| <b>Cost of Recommissioning B1, B2 and Safety Battalion Chief</b> |                    |                      |                      |                      |                      |                      |                      |
|--|--------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
|  | 2017               | 2018                 | 2019                 | 2020                 | 2021                 | 2022                 |                      |
| Salary   | \$88,755           | \$90,530             | \$92,567             | \$94,650             | \$97,253             | \$100,413            |                      |
| Certs  | \$4,420            | \$4,420              | \$4,420              | \$4,420              | \$4,420              | \$4,420              |                      |
| Holiday  | \$4,569            | \$4,656              | \$4,756              | \$4,858              | \$4,986              | \$5,141              |                      |
| FICA (1.45%)   | \$1,417            | \$1,444              | \$1,475              | \$1,507              | \$1,547              | \$1,595              |                      |
| Pension (11.25%)   | \$10,482           | \$10,682             | \$10,911             | \$11,145             | \$11,438             | \$11,794             |                      |
| Medical  | \$14,130           | \$14,130             | \$14,695             | \$15,282             | \$15,894             | \$16,530             |                      |
| Co-Share   | <b>(\$2,367)</b>   | <b>(\$2,367)</b>     | <b>(\$2,695)</b>     | <b>(\$3,042)</b>     | <b>(\$3,257)</b>     | <b>(\$3,387)</b>     |                      |
| Dental   | \$1,063            | \$1,063              | \$1,095              | \$1,128              | \$1,162              | \$1,197              |                      |
| Dental Co Share  | <b>(\$109)</b>     | <b>(\$109)</b>       | <b>(\$113)</b>       | <b>(\$118)</b>       | <b>(\$122)</b>       | <b>(\$127)</b>       |                      |
| Clothing   | \$800              | \$800                | \$800                | \$800                | \$800                | \$800                |                      |
|  | \$123,161          | \$125,250            | \$127,911            | \$130,631            | \$134,120            | \$138,375            |                      |
| Staffing Factor  | 1.29               | 1.29                 | 1.29                 | 1.29                 | 1.29                 | 1.29                 |                      |
|  | \$158,878          | \$161,572            | \$165,005            | \$168,514            | \$173,014            | \$178,503            |                      |
|  | <b>12</b>          | <b>12</b>            | <b>12</b>            | <b>12</b>            | <b>12</b>            | <b>12</b>            |                      |
| (6 months for 2017)  | 953,266            | \$1,938,865          | \$1,980,058          | \$2,022,169          | \$2,076,173          | \$2,142,038          | 11,112,568           |
| <b>Total Savings by Year</b>                                     | <b>(\$838,639)</b> | <b>(\$1,688,368)</b> | <b>(\$1,731,236)</b> | <b>(\$1,749,299)</b> | <b>(\$1,959,345)</b> | <b>(\$1,980,871)</b> | <b>(\$9,947,759)</b> |

**July 1, 2011 – June 30, 2013**

# **AMENDMENT**

**Between the**

**Local 799, International Association of  
Firefighters, AFL-CIO**

**and the**

**City of Providence**

## AMENDMENT

AMENDMENT MADE AND ENTERED INTO on this 12<sup>th</sup> day of April, 2013 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

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

WHEREAS, the parties' negotiations have resulted in this Amendment which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2011 to June 30, 2013, and thereafter as provided, and which Amendment shall result in settlement of various ongoing litigation and interest arbitration between parties; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. The document titled "Collective Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2011 to June 30, 2013 is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2011 to June 30, 2013, except as expressly modified herein.

2. Article XIV

Section I – Health Insurance

The terms and conditions of the Consent Judgment in the action The City of Providence v. Local 799 of the IAFF, AFL-CIO, C. A. No. 3590 in the Superior Court for Providence County are hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the Union shall be resolved by binding arbitration pursuant to Article XVI of the collective bargaining agreement by and between the City and the Union.

3. Article XXV Pension Escalation

The Provisions of Article XXV as it pertains to the years of service retirement shall prevail over any contrary ordinance.

The terms and conditions of the Consent Judgment in the action The City of Providence v. Local 799 of the IAFF, AFL-CIO, C. A. No. 3590 in the Superior Court for Providence County are



hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the Union shall be resolved by binding arbitration pursuant to Article XVI of the collective bargaining agreement by and between the City and the Union.

Members' final compensation/base pension amounts shall be subject to the terms and conditions set forth the Memorandum of Agreement regarding Fire Battalion Chiefs dated 4/19/13.

4. Article XXX  
DURATION

This Agreement shall be for the term beginning July 1, 2011 and ending June 30, 2013. The parties agree that the terms and conditions of this July 1, 2011 to June 30, 2013 Amendment shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.


WHEREFORE, the parties hereto, having read the 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 12<sup>th</sup> day of April, 2013.

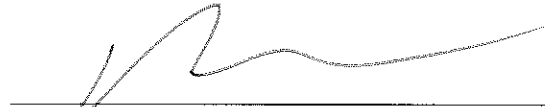
CITY OF PROVIDENCE

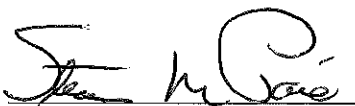
LOCAL 799, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

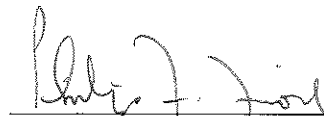
By:

By:

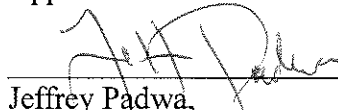
  
\_\_\_\_\_  
Angel Taveras 4/19/13  
Mayor

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

  
\_\_\_\_\_  
Steven M. Pare 4-17-13  
Commissioner of Public Safety

  
\_\_\_\_\_  
Philip F. Fiore  
Vice-President, Local 799 IAFF, AFL CIO

Approved as to form and correctness

  
\_\_\_\_\_  
Jeffrey Padwa,  
City Solicitor  
Date: 4/17/13

**July 1, 2013 – June 30, 2016**

# **AMENDMENT**

**Between the**

**Local 799, International Association of  
Firefighters, AFL-CIO**

**and the**

**City of Providence**

## AMENDMENT

AMENDMENT MADE AND ENTERED INTO on this 12<sup>th</sup> day of April, 2013 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

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

WHEREAS, the parties' negotiations have resulted in this Amendment which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2013 to June 30, 2016, and thereafter as provided, and which Amendment shall result in settlement of various ongoing litigation and interest arbitration between parties; and

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

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

NOW, THEREFORE, the parties agree as follows:

1. The document titled "Collective Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2011 to June 30, 2013 and the parties' Collective Bargaining Agreement effective from July 1, 2013 to June 30, 2016 is herein incorporated by reference as if fully reproduced except as modified by this July 1, 2013 to June 30, 2016 Agreement. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2013 to June 30, 2016, except as expressly modified herein.

### 2. Article XIV

#### Section 1 – Health Insurance

The terms and conditions of the Consent Judgment in the action The City of Providence v. Local 799 of the IAFF, AFL-CIO, C. A. No. 3190 in the Superior Court for Providence County are hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the Union shall be resolved by binding arbitration pursuant to Article XVI of the collective bargaining agreement by and between the City and the Union.

### 3. Article XXV Pension Escalation

The Provisions of Article XXV as it pertains to the years of service retirement shall prevail over any contrary ordinance.

The terms and conditions of the Consent Judgment in the action The City of Providence v. Local 799 of the IAFF, AFL-CIO, C. A. No. 13-5190 in the Superior Court for Providence County are hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the Union shall be resolved by binding arbitration pursuant to Article XVI of the collective bargaining agreement by and between the City and the Union.

4. Article XXX  
DURATION

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

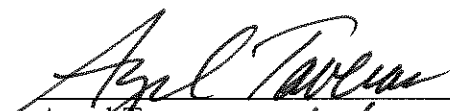
WHEREFORE, the parties hereto, having read the forgoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 12<sup>th</sup> day of April, 2013.

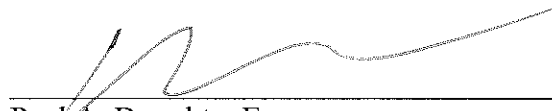
CITY OF PROVIDENCE

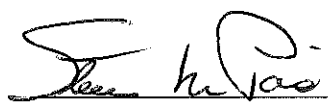
LOCAL 799, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

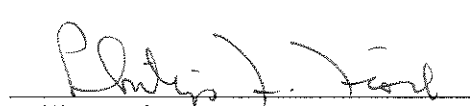
By:

By:

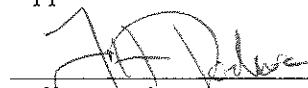
  
\_\_\_\_\_  
Angel Taveras  
Mayor 4/19/13

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

  
\_\_\_\_\_  
Steven M. Pare  
Commissioner of Public Safety 4-17-13

  
\_\_\_\_\_  
Philip F. Fiore  
Vice-President, Local 799 IAFF, AFL CIO

Approved as to form and correctness

  
\_\_\_\_\_  
Jeffrey Padwa,  
City Solicitor 4/17/13

MEMORANDUM OF AGREEMENT

Fiscal and Contact Year

2015-2016

Wage Re-Opener

This Agreement, entered into this 8<sup>TH</sup> day of April 2013, between the City of Providence (hereinafter "City") and Providence Fire Fighters Local Union 799, IAFF (hereinafter "Union"), is executed under the following terms and conditions:

WHEREAS, the City and Union entered into an Agreement dated 07 September 2011 as part of the ratified July 1, 2013 to June 30, 2016 collective bargaining agreement requiring the parties to enter into wage re-opener negotiations; and

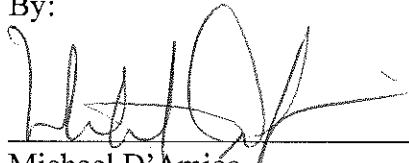
WHEREAS, the City and Union are desirous of resolving this wage re-opener, avoiding the cost of arbitration and fostering an amicable labor/management relationship;

NOW THEREFORE, the parties agree to the following;

1. The members of the Union shall receive a three percent (3%) wage increase effective on July 1, 2015;
2. The parties agree that the entry of this Memorandum of Agreement is without practice or precedent as to any other pending or future matter or issue between these parties and this Memorandum of Agreement will not be used as evidence in any other proceeding by either party except to enforce the terms and conditions of this Agreement and before the State Labor Relations Board.

CITY OF PROVIDENCE

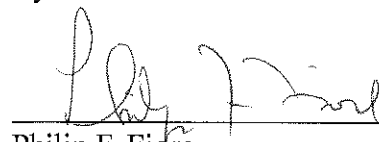
By:



Michael D'Amico  
Director of Administration

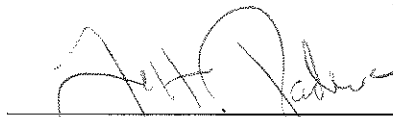
LOCAL 799, IAFF, AFL-CIO

By:



Philip F. Fiore  
Vice President

Approved as to form and correctness



Jeffrey Padwa, Esq.  
City Solicitor

Date: 4/9/13

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

# RESOLUTION OF THE CITY COUNCIL

No. 171

Approved April 9, 2013

RESOLVED, That together with accompany copy of the Tentative Collective Bargaining Agreement between the City of Providence and Local 799 International Association of Firefighters, AFL-CIO, for the period of July 1, 2016 to June 30, 2017.

IN CITY COUNCIL

APR 04 2013

READ AND PASSED

  
\_\_\_\_\_  
PRES.

  
\_\_\_\_\_  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor

Date: 4/9/13



CITY OF PROVIDENCE  
Angel Taveras, Mayor

February 28, 2013

HAND-DELIVERED

Hon. Michael A. Solomon  
President  
Providence City Council  
Providence City Hall  
Providence, RI 02903

*RE: Laborers' Fire and Polic Department Agreements*

Dear President Solomon,

Please find enclosed with this correspondence the tentative amendment by and between the City of Providence and the Local 799, International Association of Firefighters, AFL-CIO dated July 1, 2011 through June 30, 2013, the tentative amendment to the Collective Bargaining Agreement between the City of Providence and the Local 799, International Association of Firefighters, AFL-CIO dated July 1, 2013 through June 30, 2016 and a tentative agreement by and between the City of Providence and the Local 799, International Association of Firefighters, AFL-CIO for the period between July 1, 2016 – June 30, 2017.

Additionally, please find the tentative amendment by and between the City of Providence and the Providence Lodge Number 3 of the Fraternal Order of Police dated July 1, 2010 through June 30, 2012, the tentative amendment to the Collective Bargaining Agreement between the City of Providence and the Providence Lodge Number 3 of the Fraternal Order of Police dated July 1, 2012 through June 30, 2015 and a tentative agreement by and between the City of Providence and the Providence Lodge Number 3 of the Fraternal Order of Police for the period between July 1, 2015 – June 30, 2016

I hereby submit the enclosed amendments and agreements to the Providence City Council for ratification.

Sincerely,

Angel Taveras  
Mayor

Enclosures

OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905  
401 421 2489 ph | 401 455 8823 fax  
www.providenceri.com

COMMITTEE ONWAYS & MEANS  
REFERRED TO SPECIAL  
FIRST READING  
IN CITY COUNCIL  
CLERK

RECORDED  
INDEXED  
THE COMMITTEE ON  
CLERK

**July 1, 2016 – June 30, 2017**

**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 \_\_\_\_\_, 2013 by and between the CITY OF PROVIDENCE (hereinafter referred to as the "City") and LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union").

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

WHEREAS, the parties' negotiations have resulted in this Tentative Agreement which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2016 to June 30, 2017, and thereafter as provided, and which Tentative Agreement shall result in settlement of various ongoing litigation and interest arbitration between parties; and

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;

NOW, THEREFORE, the parties agree as follows:

1. The document titled "Collective Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2013 to June 30, 2016 is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2016 to June 30, 2017, except as expressly modified herein.

### 2. Article XII

#### Section 1 – Salary for the Firefighters

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

Effective 7/01/16      (16-17)      0.00\*

\*Wage Re-opener – At the request of either party, the parties agree to mutually re-open the agreement for the purpose of bargaining wages. The parties further agree to a zero (0) floor and six percent (6%) ceiling.

3. Article XIV

Section 1 – Health Insurance

The terms and conditions of the Consent Judgment in the action The City of Providence v. Local 799 of the IAFF, AFL-CIO, C. A. No. \_\_\_\_\_ in the Superior Court for Providence County are hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the Union shall be resolved by binding arbitration pursuant to Article XVI of the collective bargaining agreement by and between the City and the Union.

Effective July 1, 2015 all Active firefighters shall contribute \$1,170.00 annually to the premium for an individual health insurance plan and \$2,340.00 annually for a family plan, on a pre-tax basis.\*

\*Benefit Re-opener – At the request of either party, the parties agree to mutually re-open the agreement for the purpose of bargaining Health Insurance. The parties further agree to a zero (\$0.00) floor and (\$100 individual plan /\$200 family plan) co-share increase ceiling.

4. Article XXV Pension Escalation

The Provisions of Article XXV as it pertains to the years of service retirement shall prevail over any contrary ordinance.

The terms and conditions of the Consent Judgment in the action The City of Providence v. Local 799 of the IAFF, AFL-CIO, C. A. No. \_\_\_\_\_ in the Superior Court for Providence County are hereby incorporated as if fully set forth herein. In the event of a breach of the Consent Judgment, any disputes between the City and the Union shall be resolved by binding arbitration pursuant to Article XVI of the collective bargaining agreement by and between the City and the Union.

5. Article XXX

DURATION

This Agreement shall be for the term beginning July 1, 2016 and ending June 30, 2017.

The parties agree that the terms and conditions of this July 1, 2016 to June 30, 2017 Amendment shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

WHEREFORE, the parties hereto, having read the 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF PROVIDENCE

LOCAL 799, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By:

By:

---

Angel Taveras  
Mayor

---

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

---

Steven M. Pare  
Commissioner of Public Safety

---

Philip F. Fiore  
Vice-President, Local 799 IAFF, AFL CIO

Approved as to form and correctness

---

Jeffrey Padwa,  
City Solicitor  
Date:



**Finance Department**  
*"Building Pride In Providence"*

March 11, 2013

Councilman David Salvatore  
Chairman Special Committee on Ways and Means  
Providence City Hall  
Providence, RI

Dear Councilman,

For your consideration is the fiscal note pertaining to the proposed retiree settlement. The city expects to reduce its overall pension liability by approximately \$180 million. Currently the Employees Retirement System of Providence is approximately 32% funded with an accrued liability of a little over \$900 million. The proposed settlement will bring the plan to over 60% funded in 20 years to exit Critical Status, as determined by the State of Rhode Island.

**PENSIONS:**

The city is expecting to save approximately \$14 million a year on pension costs due to the measures highlighted below. The savings for Class A members are approximately \$1.3 million per year. The savings for Class B *Police* and Class B *Fire* are \$5.6 million and \$7.7 million, respectively.

The retirees who accepted the proposed settlement and active firefighters and police who retire under the terms of the collective bargaining agreements that are amended to reflect the terms of the proposed settlement will be subject to the following terms:

**COLA SUSPENSION:**

All COLAs suspended for 10 years. Families of city employees killed in the line of duty will continue to receive an annual COLA.

**ELIMINATION OF HIGH END COLAs:**

All 5 and 6 percent compounded COLAs are permanently eliminated.



**Finance Department**  
*"Building Pride In Providence"*

**PENSIONS CAPPED:**

In fiscal year 2023, COLAs will be reinstated only for retirees with pensions less than 150 percent of the state median income and less than the salary of an incumbent employee of the same rank as the retiree at the time of retirement (police and fire retirees only), whichever is lower. For the purposes of the calculations, 150% of the Rhode Island median income was approximately \$78,000.

**FUTURE COLAs LIMITED:**

Retirees whose COLAs are reinstated in fiscal year 2023 will receive annual raises of either 3 percent compounded or what is provided for in their contract, whichever is less.

**ONE-TIME STIPEND IN FY2017:**

In fiscal year 2017 (Year 5 of the agreement), retirees collecting pensions of less than \$100,000 will receive a stipend of \$1,500. This one-time payment will not change their future pension calculations.

**CONTINGENT STIPEND IN FY2020:**

In fiscal year 2020 (Year 8 of the agreement), retirees collecting pensions of less than \$100,000 may receive a separate one-time stipend of up to \$1,500 if the City achieves savings through the creation of a self-insured dental plan. The potential payment would not change future pension calculations.

**SUSTAINABLE REFORMS TO PENSION CALCULATIONS:**

Future pensions will be calculated based on the four highest compensated years of service. The current system calculates pensions based on the highest three years.

**CONTINUED PENSION CONTRIBUTIONS:**

Employees will be required to contribute to the pension system for as long as they earn credit toward a pension.

**ACCIDENTAL DISABILITY:**

Accidental disability pension calculations will be based on 66 2/3 percent of the employee's final salary.



**Finance Department**  
"Building Pride In Providence"

**Change To Final Average Earnings Of Highest Consecutive 4 Years Out Of 10, Continuation Of Contributions Until Accruals End, 10 Year Freeze On COLAs, Maximum COLA of 3% In Future Years With COLA Freeze On Annual Benefits Of \$80,000 Or Above, For All Class A Members - Recommended Assumptions**

|                      | 2011<br>Experience<br>Study | COLA Change | Difference | Annual<br>Appropriation<br>Cost (Savings)                                    |
|----------------------|-----------------------------|-------------|------------|--|
| PV Future Benefits   | 459,852,454                 | 451,100,747 | -8,751,707 |  |
| Accrued Liability    | 397,196,306                 | 389,433,084 | -7,763,222 | -536,347 Amortization Cost With Interest                                     |
| Normal Cost          | 8,794,773                   | 8,638,552   |            |  |
| Employee Normal Cost | -5,583,951                  | -6,119,758  |            |  |
| City Normal Cost     | 3,210,822                   | 2,518,794   | -692,028   | <u>-779,409</u> Normal Cost With Interest<br>-1,315,756 FYE13 Cost (Savings) |

**Change To Final Average Earnings Of Highest Consecutive 4 Years Out Of 10, Continuation Of Contributions Until Accruals End, 10 Year Freeze On COLAs, Maximum COLA of 3% In Future Years With COLA Freeze On Annual Benefits Of \$57,559 Or Above, Indexed At 3.5%, For All Class B Fire Members - Recommended Assumptions**

|                      | 2011<br>Experience<br>Study | COLA Change | Difference   | Annual<br>Appropriation<br>Cost (Savings)                                    |
|----------------------|-----------------------------|-------------|--------------|--|
| PV Future Benefits   | 534,954,136                 | 431,350,456 | -103,603,680 |  |
| Accrued Liability    | 501,473,344                 | 399,781,896 | -101,691,448 | -7,025,678 Amortization Cost With Interest                                   |
| Normal Cost          | 4,485,303                   | 4,167,987   |              |  |
| Employee Normal Cost | -1,527,706                  | -1,766,386  |              |  |
| City Normal Cost     | 2,957,597                   | 2,401,601   | -555,996     | <u>-626,201</u> Normal Cost With Interest<br>-7,651,879 FYE13 Cost (Savings) |

**Change To Final Average Earnings Of Highest Consecutive 4 Years Out Of 10, Continuation Of Contributions Until Accruals End, 10 Year Freeze On COLAs, Maximum COLA of 3% In Future Years With COLA Freeze On Annual Benefits Of \$57,559 Or Above, Indexed At 3.5%, For All Class B Police Members - Recommended Assumptions**

|                      | 2011<br>Experience<br>Study | COLA Change | Difference  | Annual<br>Appropriation<br>Cost (Savings)                                    |
|----------------------|-----------------------------|-------------|-------------|--|
| PV Future Benefits   | 453,573,082                 | 380,769,002 | -72,804,080 |  |
| Accrued Liability    | 411,871,393                 | 341,156,393 | -70,715,000 | -4,885,571 Amortization Cost With Interest                                   |
| Normal Cost          | 4,997,247                   | 4,677,744   |             |  |
| Employee Normal Cost | -1,767,240                  | -2,111,707  |             |  |
| City Normal Cost     | 3,230,007                   | 2,566,037   | -663,970    | <u>-747,808</u> Normal Cost With Interest<br>-5,633,380 FYE13 Cost (Savings) |
|                      |                             |             |             | -14,601,014 Grand Total FYE13 Cost (Savings)                                 |
|                      |                             |             |             | -180,169,670 Grand Total Accrued Liability<br>Change (Savings)               |



**Finance Department**  
*"Building Pride In Providence"*

**MEDICARE/HEALTHCARE**

|   |        |
|---|--------|
| Original savings estimate (millions)        | \$11.5 |
| Less: Cost of Medicare Supplement           | 5.3    |
| Less: Medicare Part B Penalty               | 0.5    |
| Less: Medicare Part D Prescription Coverage | 1.7    |
| Updated Estimated Savings                   | \$ 4.0 |

Based on the City's tentative settlement with retirees and current employees described above, the following summarizes the changes to police, fire, and retiree association healthcare benefits:

**MEDICARE SETTLEMENT:**

Retirees 65 and older will move onto Medicare. Originally it was estimated that the city would save about \$11.5 million per year if paid retiree healthcare for all post 65 retirees was eliminated. This savings was reduced after the city agreed to pay for a Medicare supplement plan for retirees and spouses.

**PART B SUPPLEMENT AND MEDICARE PENALTY:**

The City will provide funding to cover Medicare's Part B penalty for enrolling after their initial eligibility period, as had previously been committed. This is currently about \$0.5 million per year.


**PART D PRESCRIPTION DRUG COVERAGE:**

The City will also provide funding to cover Medicare Part D prescription drug coverage for Class B Police and Fire retirees. Currently this is estimated to be about \$1.7 million per year

**UNDER 65 HEALTH COVERAGE UNCHANGED:**

Health care for retirees under the age of 65 will not be changed.

Respectfully submitted,

  
Michael Pearis, Director of Finance