Tentative Agreement

Reference

1. Minimum Staffing

Art. XIX

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

2. 4-Platoon Schedule

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

c. The City will pay overtime in accordance with Article VI of the CBA. as I was formation to the claim of the claim of the Care for the claim of th

- 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 Meidcare 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 coshare 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 Sypt. 2016
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For Local 799, IAFF, AFL-CIO

Date: 12 SEP 2016