

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 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.

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