

Collective Bargaining Agreement
By and Between
City of East Providence, Rhode Island

And

East Providence Fire Fighters Local 850
International Association of Fire Fighters
AFL - CIO

November 1, 2022 to October 31, 2025

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CONTRACT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered into this ____ day of _____, 20____ by and between the CITY OF EAST PROVIDENCE and LOCAL 850, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

ARTICLE I

1.01 RECOGNITION

The City of East Providence recognizes Local 850 International Association of Fire Fighters, AFL-CIO as the sole and exclusive bargaining agent for all uniformed employees of the East Providence Fire Department excepting only the Chief of the department for the purpose of collective bargaining relative to wages, salaries, pension, hours, and working conditions. The rights of the City of East Providence and employees shall be respected, and the provisions of this contract shall be observed for the orderly settlement of all questions.

1.02 UNION SECURITY

The City of East Providence agrees not to discharge or discriminate in any way against employees for Union membership or activities. Upon being hired, employees shall make one of the following elections with respect to their Union:

(A) Option #1: Employees may elect to become a member of the Union and shall pay membership dues and assessments as determined by the Union.

Option#2: Employees may elect not to become a member of the Union but agree to pay their fair share of the Union dues and assessments as determined by the Union (hereinafter the "agency fees").

Option #3: Employees may elect not to become a member of the Union or to pay the agency fees.

Elections made under this Section shall be in writing with copies submitted by the employee to the City and the Union within (7) days of the selection.

- (B) An employee wishing to change their membership status may do so by providing written notice to the City and the Union. The change in membership status shall take effect upon receipt of the notice by the City and the Union; except, however, in the case of an employee going from Option #3 to either Option #1 or Option #2, the change in membership status shall not take effect until ninety (90) days after the written notice has been received by the City and the Union.
- (C) The provisions of R.I.G.L. §28-9.1-18 shall apply to any employee who has elected Option #3.
- (D) The Treasurer of the Union shall certify to the City the amount of membership dues and assessments (Option #1) and the agency fees (Option #2) on a regular basis. The Union shall give the City thirty (30) days' notice prior to any change of these amounts.
- (E) The City agrees to withhold from employees' pay any membership dues and assessments or the agency fees from each payroll check. These withheld amounts shall be transmitted to the Treasurer of the Union on a bi-weekly basis coinciding with the department payroll.
- (F) The City is not responsible for the application or use of any membership dues and/or agency fees and the Union agrees to hold harmless and indemnify the City to the extent the City may be liable for the misuse of such dues and agency fees.

- (G) The Union agrees to indemnify and hold harmless the City from any lawsuits, damages, judgments, results, ramifications and/or effects occurring pursuant to said deductions made by the City at the request of the Union.

- (H) The City of East Providence shall deduct Union dues in accordance with the following authorization and shall forward the Union dues check each pay day to the Treasurer of Local 850:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
TO: CITY CONTROLLER
CITY OF EAST PROVIDENCE, RHODE ISLAND
DATE: _____

I hereby authorize my employer to deduct from each biweekly payroll my union dues until further notice.

Signature of Employee

Department

1.03 NONDISCRIMINATION

The City and the Union agree not to discriminate in any way against employees covered by this contract on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability. All references to employees in this contract designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

2.01 MANAGEMENT RIGHTS

The Union agrees that the City has responsibility for the policies and administration of the fire department which it shall exercise under the provisions of law and in fulfilling its responsibilities under this contract. The City hereby retains and reserves unto itself all right,

power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Rhode Island and/or the United States of America.

ARTICLE III

3.01 SENIORITY

Seniority of employees shall be computed in each rank from the date of original appointment to that rank. Accurate and up-to-date seniority lists shall be posted in each station prior to December 1st of each year.

Any member who terminates his/her employment and is re-employed by the City under an employment agreement shall in any event be placed on the bottom of the seniority list. He/she shall be considered one-day junior to the bottom person on the seniority list for reasons of picking vacations, bidding for station assignments and for details to be performed.

3.02 SENIORITY ON TEMPORARY ASSIGNMENT

A member working a regular shift other than his/her own or working a regular shift at a station other than his/her regular assignment or working overtime or when called back to duty shall be entitled to his/her normal seniority privileges and rights within the group to which he/she is temporarily assigned and duty details shall be performed by the junior man of the group.

3.03 BID SYSTEM

All present positions in the following groups, stations and divisions shall be bid except for the position of Chief's Aide, Fire Alarm Inspector and other civilian clerical and secretarial positions. The bid shall be held in each rank with seniority in each rank being the deciding factor.

Each member of the fire department is locked into his/her respective group, station or division until such time as a vacancy occurs of equal rank, in which case a notice shall be posted notifying all concerned parties of the date, time and place of the upcoming bid.

When a member is awarded an assignment due to the bid, his/her position immediately becomes open and will be filled by the same system during the same bidding session. Once a position is reached that no one bids for, that position is filled by the senior extra member or, in the case of no extra members, left vacant awaiting the next bid.

When a member is awarded an assignment due to the vacancy bid, he/she shall assume the new assigned work schedule without additional compensation or time off. The respective member shall choose his/her vacation from the remaining available vacation schedule on that group.

In addition to the vacancy bid, an annual bid shall be held during the first week of November each year for voluntary bidding.

When a member is awarded an assignment due to the annual bid, he/she shall assume the work schedule of the new position without additional compensation or time off.

When the bidding session is completed, the Union shall, within forty-eight (48) hours, give to the Chief of the department, in writing, a list of any or all transfers to be made. The Chief shall, within fifteen (15) days of the vacancy or fifteen (15) days of receipt of the list whichever comes later, put the transfer into effect. No member shall be ordered or compelled in any way to transfer unless he/she is considered an extra member.

The positions that are open for bid are as follows:

1. Battalion Chief
2. Division Head (All members assigned to that division excluding Chiefs Aide, Fire Alarm Inspector and other civilian clerical and secretarial positions)
3. Fire Captain
4. Rescue Captain
5. Fire Lieutenant
6. Rescue Seat (person in charge)
7. Fire Fighter/Rescue Driver

8. Extra Fire Fighters (assigned to Station No. 1)

All other positions are not open to bid.

In the event the City of East Providence or the Chief of the Fire Department deems it necessary to relocate any of the fire apparatus, it shall be decided by Local 850 through the bid system which members of the fire department shall fill any and all vacancies that arise.

Once all the bidding in any case is completed and the transfers have been made, the officer in charge of each group shall take each member's seniority into consideration before assigning him/her a permanent position. Temporary positions or assignments on the rescue truck within a group shall be filled by seniority choice. Temporary assignment shall be allowed to be filled on any rescue to gain necessary experience for the purpose of employees to maintain their EMTC License. Temporary positions or assignments on the rescue truck within a group shall be filled by following the Rescue Hiring Policy set forth in 9.04(B). Said Rescue Hiring Policy may be amended from time to time by mutual agreement of the parties hereto. Such amendment to be effective must be in writing and signed by the parties hereto.

The assignment of Uniformed Fire Fighters with less than two (2) years of service shall be left to the Chief's discretion. Fire Fighters with less than two (2) years of service who are EMTC licensed shall be temporarily assigned to a rescue not filled during a bid at the discretion of the Chief of the Department, until such time as the position is filled permanently through the bid process. Openings on the rescue vehicles shall be filled first with firefighters with less than two (2) years seniority. All other vacancies shall be filled after the rescue vacancies have been completed. Two (2) probationary firefighters shall not be assigned to a rescue vehicle at the same time. When a Uniformed Fire Fighter completes two (2) years of service, that member will be eligible to bid on vacancies for which he or she is qualified.

When members are awarded an assignment due to a Super Bid, they shall assume the work schedule without additional compensation or time off.

A Super Bid will be allowed at the discretion of the Fire Chief when stations or in-service apparatus are added, moved or deleted.

3.04 LAYOFF

In the event that the City at any time during the term hereof lays off employees covered by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.

No layoffs shall take place without the City having first discussed the same with the Union with a view toward minimizing the number of employees to be laid off or toward taking such action as may be possible to avoid the layoff of any employee provided, however, that the City's obligation under this paragraph shall be limited to notification and discussion and that its final decision shall not be subject to the grievance procedure or other appeal.

Employees shall be called back from layoff by seniority; the employee with the highest seniority being the first to be called back.

3.05 TRAINING OPPORTUNITIES

The Chief will determine the need for specialized professional development and educational improvement of the department and will select members to attend training seminars, courses and schools by offering to members taking the following courses by seniority.

Members will be afforded department business reliefs (See Below):

State Fire Academy Classes (MA and CT Fire Academies to be included)

Mutually Approved Health and Safety Seminars (MA, CT, and RI only) with a max of five (5) members per shift

Paramedic CEU (Continuing Education)

Technical Rescue Training (Rope Level I & II and Confined Space Training)

EMT Paramedic Program

Active Marine 3 Boat Operator Training (in house training)

Hazmat, subject to continued federal and/or state funding

Members who elect to take part in specialty training shall become a participating active member of the respective specialty team for a period of no less than two (2) years. Members who attend a Paramedic license class can elect to be reimbursed for the cost of the class or be afforded Department reliefs if the member(s) is scheduled to work. Members who attain an EMT-Paramedic license shall be required to fill in on rescue when needed provided it is within members assigned shift and members are allowed to exercise his/her seniority rights of refusal to other eligible members of the shift in accordance with the Rescue Hiring Policy.

ARTICLE IV

4.01 VACANCIES-PRIVATE'S RANK

All members on the department shall maintain their EMT-C License as a term and condition of employment, with the exception of any member who is currently employed but isn't required to hold an EMT-C License, but required to maintain their EMT (Basic Level) as a term and condition of employment. Only those members who currently hold an EMT License shall be grandfathered in and exempt from the EMT-C requirement. All member(s) who shall be grandfathered in shall be indicated on a list and incorporated into the CBA. (Exhibit B)

Effective October 31, all employees with the following certifications will receive the following non-cumulative bonuses for maintaining the certifications as stated in the below table

License	Effective October 31, 2023	Effective October 31, 2024	Effective October 31, 2025
EMT-Basic	\$575.00	\$625.00	\$675.00
EMT-Cardiac	\$825.00	\$875.00	\$925.00
EMT-Paramedic	\$1,300.00	\$1,350.00	\$1,400.00

As far as possible, the department shall make every effort to plan for filling permanent vacancies in the rank of Private, as is now or may be covered by ordinance and department orders. New employees shall only be compensated at straight time in securing said license whether it occurs during training, probation, or as permanent employees.

Any changes in manpower requirements, service levels or state mandates shall cause this clause to be renegotiated.

Employees eligible to drop their EMTC or EMT License can do so only on their re-certification date. Such stipends shall not be applied to base salary. Such non-cumulative bonus shall be payable in a lump sum October 31 of each year or the next payday thereafter. Members required to maintain their EMTC or EMT license according to this section shall do so as condition of employment. Failure to do so without just cause could be just grounds for termination.

The City shall pay all expenses for said education including tuition, books, fees or any other charges. Said expenses shall not be charged to education expenses as set forth in Article XXII of this agreement.

The length of the training period for trainees shall be established from time to time by the City provided, however, that such period shall not be less than thirteen (13) weeks including both the State Fire Academy and the City program. During said period, trainees shall not be eligible to replace members of the department. By agreement of the parties, this clause replaces the award given by the arbitration panel on December 18, 1980 as it appeared on page 24 of said arbitration award.

The City shall provide all EMT's with the appropriate level refresher course for their level of certification while on duty. CPR, ACLS, PALS and any other requirements for recertification shall be included and provided. It shall be the sole responsibility of the City to provide said training and all costs associated thereof.

4.02 VACANCIES-OFFICERS' RANK

Vacancies in officers' ranks shall be filled immediately unless a city-wide job freeze is in effect.

4.03 TEMPORARY SERVICE OUT OF RANK

Any member serving in an acting officers capacity, such as Fire Captain, Rescue Captain, Rescue Seat (person in charge), Fire Lieutenants, and Battalion Chiefs, shall receive the pay equal to the actual hourly rate of the position he/she is replacing and for the actual hours worked.

A private who assumes command of a platoon in the absence of an officer shall be compensated at the rate paid a Lieutenant commencing with the first day.

Seniority in each group shall govern selection of members temporarily assuming the duties of a higher rank at the discretion of the Chief.

4.04 PROMOTION

(A) To establish eligibility to take the fire promotional examination for a Fire Lieutenant, a member shall be required to have seven (7) years of service as an East Providence Fire Fighter and be NFPA 1001 Fire Fighter Level 2 Certified prior to expiration of the existing or exhaustion of the current promotional list.

(B) When an opening exists for the position of EMS Coordinator, the position shall be posted for qualified members of the Department and a competitive written examination for the EMS Coordinator position shall be given. The most senior Rescue Captain assigned to rescue shall be offered the position, with the right of refusal, on a temporary basis until the competitive written examination process has been completed. To establish eligibility to take the competitive written examination for the position of EMS Coordinator, a member shall be required to have five (5) years of service as an East Providence Fire Fighter and have served the last three (3) consecutive years on the rescue from the date of the examination announcement and be a Rescue Captain. The member shall also hold a Rhode Island Emergency Medical Technician Cardiac (EMTC) level or higher license. Competitive written examinations shall be given under 4.05 of the Collective Bargaining Agreement.

(C) The rescue promotional examination for Rescue Captain shall require the member to have a minimum of five (5) years of service as an East Providence fire fighter and three (3) years assigned to rescue. Members shall also hold a current EMT-Cardiac license at the time of the examination.

(D) Fire Promotional examinations from Fire Lieutenant to Fire Captain and from Fire Captain to Battalion Chief will require three (3) full years of continuous service in the prior rank, and must be NFPA 1021 Officer Level I certified to establish eligibility prior to expiration or exhaustion of the current promotional list. Effective 11/1/2010 prior to becoming NFPA 1021 Officer Level 1 certified, members are required to be NFPA 1041 Fire Service Instructor Professional Qualifications certified. In the event that there are less than three (3) members eligible under the above requirements, the next senior member in rank with the required Certification shall be eligible until three (3) members are eligible for the promotional examinations.

(E) The department shall make available the necessary training to accomplish the requirements of Article 4.04 each two years or as needed. If off duty, the officer will receive normal overtime compensation to attend the required classes.

4.05 PROMOTIONAL EXAMINATIONS

The top seeded member on a promotional list shall be the one promoted. The parties agree that in the event that the new promotional list is not certified by the Personnel Hearing Board, the top seeded member shall be transferred to the promoted position and will be compensated retroactive to the date that the old list expires, regardless of when the Personnel Hearing Board certifies the list. The parties agree that the said lists as cited previously shall remain in effect for a period of two (2) years. The parties agree that the Human Resources Director for the City shall note in writing the actual effective date on the above cited lists when said lists are presented to the Personnel Hearing Board. The certification date of said lists shall begin the two

(2) year effective period, and the certification dates shall be posted in all stations and divisions. To ensure that there are always promotional lists in effect, at least one hundred eighty (180) days prior to the expiration of any promotional list, the City shall communicate all necessary posting for the members of the department pertaining to the promotional process by departmental electronic email communication. Such notice shall contain, notice of the upcoming exam, the sources of the material from which the competitive written examination will be taken, as well as the percentages of competitive written examination questions to be taken from each source. The posting and application process will be for twenty (20) days. At the end of the twenty (20) day posting, a test date will be announced, the examinations will be administered approximately seventy (70) days later. In a case of a list becoming exhausted or no one passes the competitive written examination, the above process will begin immediately.

All promotions shall be based on competitive written examinations composed of the following parts:

(A) Written Examination 100 point value.

The competitive written examinations shall be prepared outside the department. When a notice of an upcoming competitive written examination is posted, the reference materials listed in the aforementioned notice shall be provided by the department for test applicants' usage. The department shall provide one (1) set of required books for every six (6) applicants. Any fraction of six (6) applicants shall be considered six (6) applicants for purposes of determining the number of sets of books to be provided by the department. The books shall be kept in the Division of Training Office. The passing grade on competitive written examinations will be 70% and will be posted prior to the test date. Said score must be obtained to continue to part (B). When the competitive written examinations are received by the City, the Human Resource Director will contact the authorized representative of Local 850, who will arrange to verify that the material has not been opened. After signing his/her name along the seal, the Local representative will observe the placement of the material into a secure location. At the time of

the scheduled competitive written examinations, the authorized Local representative will retrieve the materials along with H.R. Director, from the secure location and verify that the seals remain intact. The seal will be opened in the test room at the beginning of the test in the presence of the Local representative and those candidates taking the test. When a candidate finishes the test, he/she will have the Local and City representatives make a copy of the answer sheet in his/her presence. He/she will then sign the copy. All the signed copies of all of the candidates will be sealed in an envelope at the end of the test by both the Local and City representatives, who will then sign across the seal and lock that envelope in a secure location. The unsigned originals will be sent to the testing company for scoring. Within fifteen (15) working days of the competitive written examinations being given, all candidates shall be notified of their written score. Candidates or the authorized Local 850 representative will then have fifteen (15) working days to contact the H.R. Department to review their original, the signed copy, and a copy of the test questions in the presence of a City representative to verify their written test score. (Test score equals point value). Each candidate shall be allowed to challenge questions and will have the right to have those challenges answered. When the review period ends all challenges presented by the candidates will be answered within thirty (30) days by the test company.

The City shall provide work reliefs for members who are on duty in order to take the competitive written examinations without requirement to make up the time. In the event an employee taking the competitive written examinations reduces the workforce below minimum staffing levels, the Chief shall order off duty employees to fill in for those employees taking the competitive written examinations in accordance with the Collective Bargaining Agreement between the parties.

(B) Seniority (Maximum 30 point value)

Members shall receive one (1) point for each year of service. Time shall be computed from the date of appointment to the fire department to the competitive written examinations date.

(C) A promotional list shall be established from the procedures set forth in A and B with the final point total. In the event of an exact tie, the member with the most seniority in rank shall be placed first. (Maximum total 130 points).

(D) Prior to the Personnel Hearing Board certifying any promotional list, the President of Local 850 or their designee shall provide seniority points to the Human Resources Director.

4.06 MANPOWER

(A) The City shall maintain and operate five (5) engine companies, one (1) officer and two (2) fire fighters on each engine truck; two (2) ladder companies, one (1) fire fighter and one (1) officer (for each group) i.e. one (1) fire captain and three (3) fire lieutenants; and four (4) rescue trucks, two (2) EMTC's on each. Probationary Fire Fighters may be used according to the Rescue Hiring Policy as set forth in 9.04 (B). Commencing on November 1, 2022, there shall be four (4) Rescue Captains. There shall be one Rescue Captain assigned to each of the four (4) rescue vehicles. There shall not be more than one Rescue Captain assigned to each shift. In the event a Rescue Captain bids off the rescue, he/she shall revert back to a private rank. Upon the establishment of Rescue Captains, Local 850 shall conduct a super bid for all positions within the department except for staff positions. Staff personnel, if they so desire, shall be allowed to bid at the above cited super bid.

(B) The City shall maintain and operate six (6) permanent fire officers on duty at all times not including Battalion Chiefs only when in a hiring situation. When in a hiring situation, the City will first try to fill the vacancy by hiring from the overtime list. If no one is available or if no one accepts, then the City will order the junior fire officer(s) on duty to fill in on a rotating schedule.

(C) 4th Rescue: Effective November 1, 2022, the minimum staffing shall be increased by two (2) members that shall be assigned and bid on the 4th Rescue. The said rescue and staffing shall operate Monday thru Thursday from 0900 hours to 1730 hours and Friday from

0900 to 1700 hours, for a total of 42 hours per week (minimum staffing for the Fire Department shall increase from 26 to 28 during said hours) and shall be staffed with a Rescue Driver and a Rescue Captain. Members who are assigned/bid to the 4th rescue shall be on their own independent Monday thru Friday daytime platoon.

Members who are assigned/bid to the 4th Rescue shall be on their own independent Monday thru Friday – daytime platoon, operating separately from the other platoons regarding vacation and other types of leave etc. When members assigned/bid to the 4th Rescue are absent for any reason and a vacancy is created, said vacancy shall be filled by eligible floaters working on a platoon that coincides with the hours of the said vacancy or if no floaters are available, the vacancy shall be filled with overtime in accordance with the mutual agreed upon overtime rules in effect. There shall be a department super bid to fill said positions in accordance with the bid procedures contained within the Collective Bargaining Agreement.

When not in a hiring situation, the City will use the agreed upon Acting Officer Hiring Policy.

ARTICLE V

5.01 DUTIES

(A) The principal duties of the members of the fire department shall consist of the prevention, control and extinguishment of fire together with the necessary administrative and service functions presently conducted by the fire department and as set forth in the rules and regulations adopted by the City for the management of the fire department. The President of Local 850 shall be consulted prior to the adoption of new or amended rules and regulations and be furnished a copy of same prior to their effective date. General Orders and memoranda will not be used to promulgate what should be rules and regulations.

(B) Rules and Regulations

All members of the Fire Department covered by this contract shall be governed by the provisions of the City Charter and the revised rules and regulations of the department as

adopted by the Chief, provided that the rules and regulations do not contravene the provision of the contract or the duly established past practice of the parties.

5.02 PERMANENT STATUS

Those employees presently employed performing the duties set forth in Section 5.01, excluding Clerks, Secretaries, Fire Alarm Inspector, and the Chief's Aide, shall be permanent uniformed members of the fire department at the same position, classification and respective grade increases.

All personnel hired for any positions listed below after November 1, 1987 will be permanent non-uniformed members of the fire department and will not be eligible for membership in the Firemen's and Policemen's Pension Fund. Provided, however, that any presently employed permanent uniformed members of the fire department shall not lose this status in the event of promotion to any of the below listed positions:

Chiefs Aide

Fire Prevention and Training Secretary

Fire Alarm Inspector

The Fire Prevention and Training Secretary, Fire Alarm Inspector, and the Chief's Aide will be non-uniformed full time permanent classified positions filled according to the examination procedures contained in Chapter 11 entitled "Personnel, Pensions and Retirement" of the Revised Ordinances of the City of East Providence, 1987, as amended. Fire Alarm Inspector language will be removed from this Section when the incumbent member holding the position of Fire Alarm Inspector vacates the position.

5.03 DETAIL TO OTHER DEPARTMENTS PROHIBITED

The City of East Providence agrees that members of the East Providence Fire Department whose duties are defined in Article V, Section 5.01, shall not be detailed to other departments

of the City except in emergencies; and such detail shall be compensated for at the rate of time and one half (1.5) for duties performed.

Except that the detailing of staff members to assist other departments of the city by use of their particular expertise shall be the responsibility of the Chief or the Mayor and shall be at straight time pay if during regular working hours.

The transfer from one unit to another within the fire department shall be the responsibility of the Chief of the department.

5.04 OUTSIDE INSPECTION

There shall be no outside inspections or drills after 6 P.M. or on Saturdays, Sundays and holidays.

In-house computer training may be conducted from the hours of 9:00 am to 9 pm, inclusive of Saturdays.

(A) No outside assignments shall be performed in full turnout gear when the heat index is below 32 degrees or above 90 degrees Fahrenheit as measured in East Providence.

5.05 MUTUAL AID

It is the understanding between the parties that in any case where the City has a mutual aid agreement with any other city or town and the permanent paid fire department of such city or town is involved in a labor dispute with said city or town, members of Local 850 shall not be ordered, directed or required to man any station in such city or town or to stand by with any fire apparatus owned by said city or town.

It is further understood by Local 850 that its members may be required and shall report to provide mutual aid services in connection with any working fire in such city or town even though a labor dispute may exist between the paid fire department and such city or town.

ARTICLE VI

6.01 HOURS

The regular work schedule for members of the firefighting units, and rescue personnel shall average forty-two (42) hours a week. In setting this schedule, the Chief shall consult with the President of Local 850 in order to arrive at the most reasonable schedule for the benefit of both parties. The regular workweek for members of other divisions of the fire department shall be forty (40) hours per week and shall include a one (1) hour lunch period. Effective January 1, 2018, the regular work week for members of the Fire Prevention Division, Training Division, Emergency Medical Services (EMS) Coordinator, and Fire Alarm Inspector shall be forty (40) hours per week, to be worked in ten (10) hour shifts per day, four (4) days per week, Monday through Friday with Saturday, Sunday, and one (1) additional day off, in such manner as agreed upon by the Chief of the Department, the member, and Local 850.

In the event there is a paid holiday work week, the members shall work a five (5) day - eight (8) hour work schedule and be required to take that holiday off. At the discretion of the Chief, the Chief can revert back to a five (5) day - eight (8) hour week schedule as needed not more than for a two (2) week work period per quarter. Members will have the option of working a four (4) day - ten (10) hour work schedule or a five (5) day- eight (8) hour work schedule.

6.02 SUBSTITUTIONS

The right to substitute may be permitted provided, however, that permission from the Battalion Chief to substitute on a ten-hour shift or a fourteen-hour shift shall not be unreasonably refused. The request shall be made by a system agreed upon by the Local and the Chief and that the member requesting the substitution shall be responsible for any and all call back and order backs that would normally be their responsibility absent said substitution. A member substituting for another shall be responsible for the shift. If such member is unable to work the shift because of sickness or other reason and this inability results in overtime, the member after returning to duty shall pay the time back to the department, when he/she works

the next overtime shift, time for time. If no overtime is required, the member substituting for another shall be charged for whatever leave is required under this agreement.

Any member who is substituting for another member shall have his assignment decided by the officer on duty. EMTC's assigned to a rescue unit must get a qualified EMTC to substitute for him or make sure that a qualified EMTC on his shift will cover for him; and officers must get officers as their replacements.

No employee shall participate in any outside activity which is in conflict with basic employment by the City of East Providence.

6.03 OVERTIME

(A) Firefighting Units Members who are required to work thirty (30) minutes or more beyond their regular work shift shall be paid at the rate of time and one half (1.5) for one (1) hour. All time worked beyond one (1) hour shall be paid at the rate of time and one-half (1.5) for the time worked.

(B) Forty Hour Employees. Employees normally working a forty (40) hour work week shall be compensated at their option at the rate of time and one half (1.5) for all hours worked in excess of forty (40) hours per week or compensation time at time and one half. In the event the forty (40) hour employee is unable to secure the compensation time on days acceptable to him/her, the employee may opt for the overtime pay.

(C) Overtime specified in subsections A and B above will only be paid up to and including the rank and pay grade of Captain, except in the instance when an Battalion Chief is utilized on scene to assist the incident Commander/on duty Battalion Chief

(D) As to overtime, shift duty personnel shall be hired on a rotating basis using the system now in effect by seniority within each group. Starting initially by seniority from a newly established list containing the names of all members and on completion of the list each time, every member shall have been given an opportunity to work overtime. Any member who elects

to reject such opportunity to work overtime, pursuant to the provisions of this subsection, and in compliance with the existing overtime agreement, shall be placed at the bottom of the rotating list. The Chief shall determine when and how overtime shall be assigned for staff positions.

(E) When the rotating overtime list is exhausted and no members accept overtime, the Battalion Chief shall poll the on-duty group for volunteers. If no volunteers are available, the junior man on that group shall work the overtime.

(F) Members shall have the option of receiving compensatory time (CT) off in lieu of overtime pay. Members will be allowed to accumulate and use a total of ninety six (96) hours per fiscal year. All CT accrual balance shall be paid out at time of employment separation for any member who is on injured on duty (IOD) status and is unable to discharge said CT prior to separation. Compensatory time will be allowed on any day or night except July 4th, Thanksgiving, Christmas and New Year's Day, this includes all shifts extending into said holidays. Compensatory time shall be charged at a minimum of four (4) hours when used. Such leave shall be granted on a first come first serve basis. If a member takes off more compensatory time than entitled to, the member after returning to duty shall pay the time back to the department, when he/she works the next overtime shift, time for time. A member must use all his remaining compensatory time prior to resignation or retirement.

(G) There shall be no limit as to the number of members on the department who shall be allowed off on Compensatory Time, provided that members on Vacation take priority and there shall be no more than nine (9) members off duty in total at any given time from all forms of leave (i.e. Vacation, Compensatory, Personal).

(H) If and when a Hurricane Warning is issued by the National Weather Service for the area/region of the City of East Providence, the Chief shall have the discretion to deny any additional Compensatory Leave request put in by a member that had not already been requested

prior to said Hurricane Warning. All Compensatory Leave that was put in prior to said Hurricane Warning shall be honored by the City.

6.04 CALLBACK

All members of the department called back during emergencies (building fires, placing reserve apparatus in service, riding with mutual aid companies) shall be compensated for at the rate of time and one-half (1.5) for a minimum of four (4) hours.

All other non-emergency callback (sick leave, family sick leave, bereavement leave, injury leave) shall be compensated at the rate of time and one-half (1.5) for the actual time worked. Non-emergency callback will occur until one (1) hour before the end of a day (1700 hrs.) or night (0700 hrs.) shift.

6.05 COURT TIME

All off duty members of the department when required to appear in court for any department related reason shall be compensated for at least three (3) hours pay at the rate of time and one half.

6.06 LEGAL INDEMNIFICATION

In the event any employee covered by this agreement is sued in any civil proceeding as a result of action performed by said employee in the performance of his/her duties as an employee of the East Providence Fire Department, the City agrees to provide such employee with all necessary legal assistance, and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits of this section if it determines that the employee acted outside the scope of his/her employment.

ARTICLE VII

7.01 NON-CIVIC DETAILS

(A) Whenever a member of the bargaining unit is assigned to a detail of a non-civic nature or where the duties of an off-duty Fire Fighter may be required, the detail shall be paid for by the individual, corporation or organization for who said member is working. Funds for the performance of a non-civic detail will not be paid to members of the bargaining unit until such funds have been received from the party requesting the detail, not to exceed two (2) pay periods. Effective November 1, 2006 the rate for all details shall be 1 ¾ times of a Lieutenant's hourly rate of pay.

(B) Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of the Holidays listed in Section 8.01 shall be paid for at the rate of double time for a three (3) hour minimum.

ARTICLE VIII

8.01 PAID HOLIDAYS

(A) All members of the fire department covered by this contract shall be granted uniformly an additional one (1) day's pay for each of the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
R.I. Independence Day	May 4
Memorial Day	Last Monday in May
Firemen's Memorial Sunday	First Sunday in June
Independence Day	July 4
Victory Day	Second Monday in August
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Holiday pay computation shall be based on a twelve (12) hour day, effective November 1, 2017.

- (B) Employees on unpaid leave of absence shall not be entitled to holiday pay.
- (C) Holiday pay shall be considered as part of base salary for pension purposes only.

ARTICLE IX

9.01 SALARIES

(A) Basic salaries for all members of the department covered by this contract shall be as contained in the attached Salary Table Exhibit A. New employees will start at Pay Grade 36A and progress upwards through the steps accordingly.

(B) Privates with twenty (20) completed years of service shall receive an additional five (5%) percent on their base pay for work performed (as noted in the Salary Table attached) Exhibit A unless that private is receiving a premium for any acting status. Such premium pay shall terminate upon promotion, retirement, or separation from service.

(C) Members are to receive a salary of top step the day he/she is promoted.

9.02 FIRE PREVENTION AND TRAINING DIVISION

The Training Director and Fire Marshal shall receive a salary differential to make their salary the same as Battalion Chief.

(A) The Fire Prevention Division will consist of one (1) Captain who shall receive the salary of Battalion Chief and one (1) Lieutenant who shall receive the salary of Captain. The Training Division will consist of one (1) Captain who shall receive the salary of Battalion Chief and one (1) Lieutenant who shall receive the salary of Captain. Both divisions will share a secretarial position. When the incumbent member holding the position of Fire Alarm Inspector vacates the position for any reason, both parties agree that a uniformed fire fighter (non-civilian) member of the Local shall fill the position of Fire Alarm Inspector and that said position shall no longer be considered a civilian position. The parties agree that the position of Fire Alarm Inspector shall be changed to Assistant Fire Marshal. The position shall be at the rank of Lieutenant and shall receive the salary of Captain and shall also receive all other contractual

benefits as provided for within the Collective Bargaining Agreement including the "East Providence Police & Fire Municipal Pension Plan" benefits. The parties agree that the position of Assistant Fire Marshal shall be filled in accordance with the bid provision of the Collective Bargaining Agreement.

(B) If an employee retires from either the Fire Marshal or the Assistant to the Fire Marshal and the Training Director or the Assistant to the Training Director with three (3) consecutive years of service in any of the above-mentioned positions, or a combination of those positions immediately prior to his/her date of retirement, he/she will be eligible to have his/her pension calculated at the rate of their salary as outlined in Sub-Section (A) of this Article.

(C) The salary schedule as outlined in Sub-Section (A) of this Article will apply to longevity and vacation leave paid at the time of retirement but not to the calculation of sick leave payout at retirement. The sick leave payout at retirement for the Fire Marshal and the Training Director shall be at the Captain's rate of pay. The sick leave payout at retirement for the Assistant to the Fire Marshal and the Assistant to the Training Director shall be at the Lieutenant's rate of pay.

(D) If the Fire Marshal or Training Director retires from either position with less than three (3) years of consecutive service immediately prior to retirement, the employee will be pensioned at a Captain's salary. However, the City will reimburse his/her contribution to the pension fund for the amount between Captain and Battalion Chiefs salary. No interest will be calculated or added into his/her reimbursement amount. If the Fire Marshal or Training Director returns to a Line Position, he/she will be entitled to a return of contribution difference without interest. If the Fire Marshal or Training Director is promoted to a higher rank, he/she will receive full credit for any time served and will not receive a return of his/her contribution difference. If the Assistant to the Fire Marshal or the Assistant to the Training Director retires from either position with less than three (3) years of consecutive service immediately prior

to retirement, the employee will be pensioned at a Lieutenant's salary. However, the City will reimburse his/her contribution to the pension fund for the amount between Lieutenant and Captain's salary. No interest will be calculated or added into his/her reimbursement amount. If the Assistant to the Fire Marshal or the Assistant to the Training Director returns to a Line Position, he/she will be entitled to a return of contribution difference without interest.

If the Assistant to the Fire Marshal or the Assistant to the Training Director is promoted to a higher rank, he/she will receive full credit for any time served and will not receive a return of his/her contribution difference.

9.03 STEP INCREASES - PRIVATES

Probationary Fire Fighters will begin on Step A and reach the maximum Step E at the end of four (4) years of service.

9.04 RESCUE DIVISION/PERSONNEL

(A) The EMS Coordinator's position shall be filled in accordance with Article IV Section 4.04 Promotions, and Article IV Section 4.05 Promotional Examinations. The EMS Coordinator shall be a full time day/staff position within the Department and said position will be a forty (40) hour per week position as outlined in Article VI, Section 6.01. The position will be at the rank of Captain, who shall receive the salary as set forth in Schedule A. The work week will consist of four (4) - ten (10) hour days Monday through Thursday. To qualify for the position, a member must have served the last three (3) consecutive years on the rescue from the date of the examination announcement and be a Rescue Captain. The EMS Coordinator shall receive the salary of EMS Coordinator as set forth in Schedule A. If the EMS Coordinator bids out of the EMS Coordinator position he/she will revert to their former position, rank and pay.

(B) EMTC's will be assigned to the rescue by the current bid system and the agreed upon Rescue Hiring Policy between the Executive Board of Local 850 and the Fire Chief.

(C) For the purpose of this Rescue Hiring Policy an EMTC shall be defined as an EMTC in the bottom 48 who are cardiac certified, or a member who has submitted a letter to the Chief of the Department for the purpose of riding rescue. Probationary Fire Fighters shall be included in the bottom 48.

(D) Fire Fighters who have not reached the top pay grade shall be paid a proportionate increase equal to the difference between top Fire Fighter's pay and Rescue Seat pay.

(E) Rescue personnel shall pay their pension contribution on their actual earnings with no other requirements and be treated the same as the Fire suppression side of the department with no refunds or payments for years of service in rescue positions.

Effective November 1, 2022, a Rescue division shall be implemented and created within the department. Said Rescue Division shall consist of each Rescue vehicle on each of the four (4) platoons, shall have assigned/bid one (1) Rescue Captain and three (3) Rescue Seat (person in charge) positions and four (4) Rescue Drivers. The Rescue Vehicle operating on the Monday to Friday – daytime platoon shall have assigned/bid one (1) Rescue Captain and one (1) Rescue Driver. All members currently assigned/bid to the Rescue vehicles within the department, shall be grandfathered in their positions as follows:

(A) Current Lieutenants in charge of the Rescues shall be automatically promoted to Rescue Captain. Rescue Seat (person in charge) positions shall be bid for in accordance with the CBA and bid rules.

(B) Current members who are rescue drivers shall automatically be allowed to remain in their positions at their current pay rate/rank.

- (C) All current members assigned/bid to the Rescues, shall NOT have their pay rate/rank decreased while they remain in the Rescue Division. If any member bids out of said Rescue Division, they shall not carry their Rescue rank with them and they shall no longer be grandfathered in regarding their pay rate/rank and shall be subject to the applicable terms and conditions of the Collective Bargaining Agreement.
- (D) Members of the department that bid into the Rescue driver positions shall be compensated at a Privates rate of pay (grandfathered in members currently on rescue shall remain at their current rate of pay unless they bid off of said rescue).
- (E) All future Rescue Captain vacancies created after the above-cited initial bid as outlined in the above-cited subsection (A) shall be subject to the applicable promotional process.
- (F) All Rescue Seat (person in charge) positions shall be exempt from the promotional process and shall be bid in accordance with the adopted bid rules and procedures.
- (G) There shall be three (3) Rescues in service at all times on each of the four platoons operating twenty-four (24) hours per day within the Rescue Division.
- (H) There shall be a 4th Rescue that shall operate Monday thru Friday – daytime platoon which shall be considered part of the Rescue Division as set forth in 4.06(C)

All members who shall be grandfathered in, shall be indicated on a list and incorporated into CBA on November 1, 2022.

9.05 LONGEVITY PAY

Longevity pay shall be computed at a percentage of base salary and be paid in one lump sum on October 31 of each year or the next payday thereafter. Longevity pay shall be considered as a part of base salary for pension purposes only. Employees qualifying for such pay in midyear shall receive a prorated amount based on that portion of the year during which they were eligible.

6% of base salary after five (5) years' service

7% of base salary after ten (10) years' service

8% of base salary after fifteen (15) years' service

9% of base salary after twenty (20) years' service

Employees hired after January 1, 2015 will not receive longevity pay for the first ten (10) years of service they will be eligible to receive:

6% of base salary after ten (10) years' service

7% of base salary after fifteen (15) years' service

8% of base salary after twenty (20) years' service

9% of base salary after twenty five (25) years' service

9.06 ITEMIZED PAY CHECKS

The City agrees that incentive and longevity pay, clothing allowance, and clothing maintenance allowance will be paid by direct deposit.

The City of East Providence shall provide itemized paychecks to the employees. Included on the paycheck will be a complete breakdown of the type of compensation paid to the employee and a complete breakdown of all deductions withheld. All itemized pay checks shall be disbursed to members by direct deposit with an electronic copy to each member.

9.07 ASSESSMENTS

Assessments shall be payroll deducted after the body's approval (amount to be determined by membership but limited to one change per year). Local 850 agrees to indemnify and hold harmless the City of East Providence from any lawsuits, damages, judgments, results, ramifications and/or effects occurring pursuant to said assessments made by the City at the request of Local 850.

9.08 PAYROLL DEDUCTIONS

As long as there is no cost to the City, the City will allow bargaining unit members to have their pension contribution payroll deducted prior to tax deductions in accordance with state and federal laws as is presently done for other municipal employees who are part of the State Retirement System. Massachusetts taxes will be payroll deducted for those employees living in Massachusetts that authorize it.

ARTICLE X

10.01 SICK LEAVE

(A) Each member of the bargaining unit working a forty-two (42) hour average workweek shall earn sick leave at the rate of 6.93 hours per pay period for a total of 180 hours per calendar year. Each member of the bargaining unit working a forty (40) hour workweek shall earn sick leave at the rate of 4.62 hours per pay period for a total of 120 hours per calendar year. There shall be no limitation on the maximum amount of sick leave which may be accrued.

(B) Sick leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease and exposure to contagious disease. It may also be granted for a maximum of five (5) working days in each calendar year because of illness in the member's immediate family, for which the City may require an affidavit for the 5th day, at the employee's expense. If a member of the bargaining unit is required to furnish a physician's certificate for a sick leave absence which exceeds two (2) days and the physician charges a fee for furnishing the certificate, the City shall pay such fee.

(C) Every member of the bargaining unit shall, upon leaving active service for any reason, receive payment for not more than fifty (50%) percent of the sick leave he/she accrued up to a maximum of one thousand (1000) hours.

(D) Any sick leave used in excess of twenty (20) days in the last 24 months of employment prior to retirement shall be deducted from the sick leave payment on an hour-for-

hour basis. Fifty (50%) percent of a member's sick leave will be calculated first and then the sick leave used in excess of twenty (20) days in the last 24 months of employment prior to retirement shall be deducted from the sick leave payment. Sickness in family, and major illnesses documented by a physician's note will not be included in calculating the twenty (20) days mentioned above. It will be the responsibility of the employee to provide a doctor's note documenting such illness. Additional time may be granted at the discretion of the Mayor without deduction in cases of major illness.

(E) All employees hired after January 1, 2015 shall have their sick leave payout capped at five hundred (500) hours.

(F) Members shall be allowed to use sick or family sick leave in four (4) hour blocks at the beginning or end of a shift for the purpose of attending to medical/dental appointments. For family sick leave, there shall be a total maximum of seventy (70) hours that can be used annually.

10.02 IN-LINE-OF-DUTY ILLNESS

In-line-of-duty illness shall be in conformity with the General Laws of Rhode Island, 1956, as amended, Section 45-19-1.

10.03 IN-LINE-OF-DUTY INJURY

(A) Members of the fire department, covered by this contract who are injured in the line of duty including non-civic details to which they are assigned, shall receive full salary while their incapacity exists or until they are placed on a disability retirement. (This section is in conformance with General Laws of Rhode Island, 1956, as amended, Section 45-19-1).

(B) Any member injured in the line of duty while serving in a capacity other than his/her assigned capacity would receive the pay and benefits he/she was receiving at the time the injury occurred.

(C) In the implementation of Articles 10.02 and 10.03, it is understood and agreed that the employee's coverage or any other health and medical plan he/she may select shall be used first to cover any medical bills; and any excess cost shall be paid by the City of East Providence. Members, if possible, must utilize doctors or health care facilities participating in the health care program which such member selects. If such member chooses a doctor or health care facility not participating in the health care program selected by the member, any additional costs shall be borne by the member and will not be the responsibility of the City of East Providence unless there were emergency or extenuating circumstances or the situation required a specialist not in the network. The parties agree that if a member provides medical documentation claiming that he or she has sustained an occupational injury and/or illness, the City shall immediately recognize said injury/illness as occupational and shall provide benefits to said member in accordance with the CBA and all applicable law. The City shall have the right to have any member claiming an occupational injury and/or illness examined by a City appointed physician or a physician selected by an agent of the City, for the examination and determination as to whether or not the City shall recognize said injury/illness as occupational. This examination shall pertain only to the injury and/or illness that is being claimed by the member. If the City appointed physician doesn't agree with the determination of the member's physician in regards to recognizing the injury/illness as occupational, then a final determination shall be made by a neutral physician that shall be binding upon the parties. If there is a conflict between the City physician and the member's physician pertaining to the occupational injury and/or illness, a neutral physician shall make a binding and final determination. The neutral physician shall be selected by mutual agreement between the City physician and the member's physician. If there is a disagreement in regards to the City recognizing an occupational injury and/or illness, that during the time period of the selection of the neutral physician and up to the determination by said neutral physician, the said member shall be temporarily recognized as "occupational" and provided with all benefits in accordance with the CBA and applicable law.

(D) Whenever a member while in the employ of the City dies as a direct and proximate result of an on-the-job injury or illness, the City shall pay to the deceased employee's beneficiary a sum of money computed on the basis of his/her weekly earnings for accumulated sick leave, vacation leave and any unused compensatory time up to a total of ninety six (96) hours which had accrued to such deceased employee at the time of his/her death.

(E) When a member is killed in the line of duty, the City of East Providence will pay for the funeral expenses not to exceed Five Thousand (\$5,000.00) Dollars. However, if the federal government no longer provides a Fifty Thousand (\$50,000.00) Dollar life insurance policy as a death benefit for Fire Fighters killed in the line of duty, then the City will pay for funeral expenses not to exceed Seven Thousand (\$7,000.00) Dollars.

10.04 LIGHT DUTY

The Chief may place an injured employee who is capable on a light duty assignment while he/she is recovering from his/her injury. Such assignment may be in a Monday through Friday non-rotating work schedule to accommodate the light duty assignment. Employees on extended sick leave who are capable may also request that the Chief place them on light duty and such request shall not be unreasonably denied. However, on-the-job injuries will take precedence over sick leave cases in receiving and continuing on light duty assignments. Light duty assignments will be limited to thirty (30) work days unless extended by the Mayor after being reviewed. A minimum of two (2) light duty positions will be available for light duty assignment. Additionally, female firefighters, with the proper medical documentation, will have prenatal light duty positions made available to them without the above listed restrictions.

10.05 BEREAVEMENT LEAVE

In the event a death occurs in the immediate family of a member of the fire department, the City of East Providence agrees to pay to such member for time lost not to exceed a period of four (4) consecutive days through the date of interment. The term "immediate family" shall be

defined to include father, mother, spouse, children, brother and sister of member, mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, grandchildren, stepchildren and stepparents.

In the event of the death of aunt, uncle, niece, or nephew, the member shall be entitled to one (1) day bereavement leave.

In the event of a death of a relative other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief.

10.06 PERSONAL LEAVE

(A) Each member of the department covered by this contract shall be entitled to receive three (3) days personal leave during each contract year, not to be deducted from sick leave, non-cumulative, Personal days will be allowed on any day or night except, July 4th, Thanksgiving, Christmas, and New Year's Day, this includes all shifts extending into said holidays. Battalion Chiefs shall be placed on separate lists for selecting personal leave days. If a member takes off more personal leave days or family sick leave than entitled to, the member after returning to duty shall pay the time back to the department, when he/she works the next overtime shift, time for time. Probationary fire fighters shall have their number of personal days prorated to their date of hire. Any member who is on long term injury/illness of any kind and is unable to discharge his or her Personal Leave prior to separation of employment and/or retirement, shall be paid out by the City for their unused personal Leave upon separation/retirement.

(B) There shall be no limit as to the number of members on the department who shall be allowed off on Personal Leave, provided that members on vacation take priority and there shall be no more than nine (9) members off duty in total at any given time from all forms of leave (i.e. vacation, compensatory, personal).

(C) If and when a Hurricane Warning is issued by the National Weather Service for the area/region of the City of East Providence, the Chief shall have the discretion to deny any additional Personal Leave request put in by a member that had not already been requested prior to said Hurricane Warning. All Personal Leave that was put in prior to said Hurricane Warning shall be honored by the City.

10.07 MATERNITY LEAVE

The employee shall have the right to use her accrued sick leave for temporary disability due to pregnancy.

(A) The employee must present a statement from her doctor at the end of her third month as to when she should cease working in order to protect her health. On the date her doctor recommends she should cease working, the employee will be placed on maternity leave. The City retains the right to a second physician's opinion, the cost of which shall be paid by the City.

(B) The employee may use all her accrued vacation and sick leave with pay during her maternity leave.

(C) Following the expiration of her accrued vacation and sick leave, she will be placed in a maternity leave status without pay until she returns to work. After the delivery, the employee at her discretion may remain on maternity leave for a maximum of three (3) months.

(D) The employee may request an additional leave of absence without pay for up to one (1) year. Approval is needed from the Chief and the Mayor.

(E) The employee may request light duty with the approval of her doctor under the same condition and limitations as an off the job sickness. The city retains the right to a second physician opinion, the cost of which shall be paid by the City.

ARTICLE XI

11.01 VACATIONS

All permanent uniformed member/probationary fire fighters of the fire department who have less than ten (10) years of service shall be entitled to a vacation of one hundred sixty-eight (168) hours duration a calendar year. All members who have more than ten (10) years of service shall be entitled to a vacation of two hundred forty (240) hours duration during a calendar year.

All members having twenty years or more of service shall be entitled to an additional forty- eight (48) hours annual vacation.

The above shall apply to all forty-two (42) hour personnel.

All permanent uniformed members, probationary members and civilian employees working a forty (40) hour workweek shall be entitled to a vacation of one hundred thirty-six (136) hours during a calendar year with less than ten (10) years of service.

All permanent uniformed members, probationary members and civilian employees working a forty (40) hour workweek who have more than ten (10) years of service and less than eighteen (18) years of service shall be entitled to a vacation of one hundred ninety-two (192) hours during a calendar year. All permanent uniformed members, probationary members and civilian employees working a forty (40) hour workweek who have more than eighteen (18) years of service shall be entitled to a vacation of two hundred forty (240) hours during a calendar year.

New or rehired employees with less than a full year of service shall have their vacation leave prorated, and the leave so accrued shall be taken in the following calendar year.

Any member of the collective bargaining agreement who has more than twenty (20) years of service shall be allowed to bank forty-eight (48) hours of vacation leave per year up to a maximum of one hundred and ninety-two (192) hours. This vacation may be taken in

subsequent years or will be paid for upon retirement. If the vacation is used, it will be selected according to the guidelines in Section 11.02, Choice of Vacation.

Any member of the bargaining unit shall, upon leaving active service for any reason, shall receive payment for all accrued vacation leave.

11.02 CHOICE OF VACATION

(A) Choice of vacation shall be granted based upon a member's seniority from date of appointment to the fire department. The members on each group will be placed on the list by seniority, said list shall be published through a general order. A list for the selection of vacations shall be posted in all stations upon completion of the annual bid. All vacation selection shall be complete by January 31. Any member who fails to make a selection in a timely manner shall be passed over and will select vacation after all other members have selected.

(B) Choice of vacations shall be chosen from three (3) separate lists (Staff, Line and Line Chief Officers). Four (4) members from each group shall be permitted on vacation at all times; those members shall include the ranks of Captain, Lieutenant, Rescue Personnel and Fire Fighter. Four (4) Officers from each group may be permitted to take vacation at the same time. Battalion Chief shall also be allowed to be on vacation for a total of five (5) members on vacation at any time. The present method of choosing vacations by seniority from three (3) separate lists (Staff, Line and Line Chief Officers) shall remain unchanged.

(C) Any employee while on voluntary leave of absence for any reason other than sickness or injury shall not accrue vacation time.

(D) Any member affected by a two (2) day pick shall be entitled to pick the days as individual days. The choice of individual days shall be done in accordance with the normal time limits of picking vacations.

(E) Members shall be allowed to utilize and float single Vacation Leave days at any time, providing that there is no more than four (4) members on Vacation Leave at any one time. The utilization of said floating Vacation Leave days shall be subject to seniority and all applicable rules and procedures governing Vacation Leave.

A member must give at least seventy-two (72) hours advance notice before his/her tour begins that he/she plans to use a single vacation day. Such use shall not be permitted if it would exceed the four (4) members from each group on vacation at any one time limit under Section E of this article. No carryover of these two floating vacation days will be allowed if they are not used by the end of the calendar year. These days must be deducted from any of the employee's remaining previously selected vacation.

(F) Any employee whose vacation will be disrupted because of jury duty shall be allowed to change the affected vacation to any open selection during the remaining calendar year. Additionally, any employee whose vacation will be disrupted because of a subpoena served for City related business shall be allowed to change the affected vacation to any open selection during the remaining calendar year except that the Chief of the Department may exceed the maximum number of employees on vacation to accommodate that employee.

ARTICLE XII

12.01 CLOTHING ALLOWANCE & CLOTHING MAINTENANCE

(A) Uniform specifications shall be mutually agreed upon by the Local and the Chief. The combined monetary disbursement annually paid to each member shall be as follows:

Effective November 1, 2022-2023 year shall be \$1,850.00

Effective November 1, 2023-2024 year shall be \$2,150.00

Effective November 1, 2024-2025 year shall be \$2,450.00

(B) Civilian Staff Clothing Allowance & Clothing Maintenance shall be \$1,200.00 per year. In addition to the above allowance, the City shall provide to the civilian staff two (2) uniform golf shirts and two (2) uniform sweaters. The style shall be agreed upon by the Chief of the Department.

(C) The following items shall be the accepted and approved uniform of the Department excluding Civilian Staff.

Dress uniforms for those members required to wear them

Topcoats for dress uniforms for those members required to wear them

White shirts (dress) for those members required to wear them

Ties (black)

Shoes (black)

Station uniforms (Union Made)

Uniform hat

Summer uniforms

Work jacket

Blue T-shirts (department approved)

Blue Sweatshirts (NFPA 1500 approved)

Black baseball caps (department approved)

Uniform shorts may be worn from May 1st to October 31st of each calendar year.

(D) The City will supply two (2) sets of Class B uniforms (station uniforms) to new hires upon appointment to the department (said uniforms shall only be supplied once and only upon appointment).

(E) PAYMENT METHOD

The annual clothing allowance and clothing maintenance allowance shall be paid in quarterly installments commencing the first pay day of November and the first pay day of

February, May and August. The quarterly payments shall be in a direct deposit in a separate run on the off week of the payroll check.

12.02 PROTECTIVE GEAR

The City of East Providence agrees to supply members of the fire department covered by this contract with the following protective clothing and equipment all of which shall conform to NFPA 1500 standards: Fire Protective Coats, Night hitch boots, Fire helmet, Nomex Hoods, Night hitch suspenders, Bunker gear and two (2) pairs work gloves per employee.

The department shall keep in stock popular sizes of all the above listed protective clothing to eliminate the waiting period for replacement of needed protective gear.

12.03 WEARING UNIFORMS

All clothing and equipment purchased or supplied under this article shall be approved by the Chief of the fire department. Such clothing and equipment shall be used exclusively by the member and only during the course of performance of his/her assigned duties. Members of the fire department shall not be required to wear uniforms to or from work.

ARTICLE XIII

13.01 HEALTHCARE

Effective November 1, 2022, the healthcare plan for all active members of the department shall be a Health Savings Account (hereinafter referred to as HSA) with a calendar year deductible of \$4,500.00 for family coverage and \$2,500.00 for individual coverage, said deductibles shall be paid by the member. The City shall provide an HSA healthcare plan, which shall have a benefit level, service level, and network level, no less than the level described in Exhibit No. 1 attached to this Collective Bargaining Agreement. The monetary amounts of the above-cited deductibles shall be paid by the members in the following manner:

1. The City agrees to advance the monetary amounts of the said deductibles (\$4,500.00 family or \$2,500.00 individual) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of healthcare plan (HSA).

2. Members of the department through payroll deductions shall pay the above-cited monetary amounts of said deductibles advanced to the members by the City back to the City. The said amount of the deductible shall be divided by the total number of pay periods within the year and shall be withheld prior to payroll taxes being withheld. Upon retirement, any outstanding balance of the preloaded annual HSA amount shall become due in full.

3. On or before December 15th of each calendar year, members of the department shall indicate to the City as to the monetary amount to be advanced by the City into the credit/debit card for each member to equal the total amount needed to satisfy said deductible (\$4,500.00 family or \$2,500.00 individual). The City and the Union acknowledge and agree that the monetary amount needed to be advanced by the City to each member can vary in amounts, due to the usage and debiting from each members account during the calendar year (i.e. Member "A" started year with \$4,500.00 advanced by the City to credit/debit card. The City was withholding \$173.08 bi-weekly from member "A" through payroll deduction. Member "A" used \$1,500.00 toward medical deductibles during the calendar year. On or before December 15th member "A" notifies the City to advance \$1,500.00 into member "A" credit/debit card to meet the \$4,500.00 deductible for the upcoming calendar year; the City withholds \$57.69 bi-weekly from member "A" during the upcoming calendar year. Etc.).

4. A third party company shall administer the credit/debit card for members of the department.

5. Any and all costs associated with the administration of said credit/debit card from the third party company shall be borne by the City.

6. The City agrees to provide all members and their family members (if applicable) with initial credit/debit cards at no cost to said members. The City also agrees to provide said members with an allotment of "checks" at the members cost to also be utilized for payment of medical deductibles, pursuant to the (HSA). The allotment of checks will be provided at the members' request.

7. Any charges associated with replacing said credit/debit card to members or their family members shall be borne by the member.

There shall be no premium co-share of the above-cited healthcare plan (HSA) contributed by the members toward the cost of the healthcare plan (HSA), except as defined in Section 13.01.

Members, who sustain an occupational injury/illness, shall be covered for any and all medical care, including but not limited to prescriptions drugs through a special medical rider that shall be provided for through the City at no cost to the member nor the above-cited healthcare plan (HSA).

Members who retire after January 1, 2012 shall receive individual or family (if applicable) healthcare until such time as they secure employment elsewhere with equivalent medical/health insurance or until they are eligible for Medicare or Medicaid.

All employees hired after January 1, 2015, upon retirement, shall receive individual or family (if applicable) healthcare until such time as they secure employment elsewhere with equivalent medical/health insurance or until they are eligible for Medicare or Medicaid. The retiree shall contribute a twenty (20%) percent co-share towards the cost of the health care premium provided by the city.

If an employee receives such insurance under a policy held by a spouse, then the City of East Providence shall not be required to purchase said insurance for the retired employee. The entire cost of providing said healthcare to members who retire shall be borne by the City. The

healthcare plan for retired members shall have a benefit level, service level, and network level, no less than the level described in Exhibit No. 2 attached to this Collective Bargaining Agreement and shall not include any dental plan.

13.02 DENTAL PLAN

The City shall provide and pay for Dental coverage Level I, II and III for each member of the department and, if married, Level IV Family Plan and Student to Age 25 Rider.

During the term of this Agreement, the City may provide alternate dental care coverage and service that is equivalent to that provided by the current Dental Insurer.

The member shall contribute a premium co-share on a pre-tax basis towards the cost of the dental plan premium provided by the City as follows: fifteen (15%) percent effective November 1, 2022 and thereafter.

13.03 LIFE INSURANCE

(A) The City shall continue to provide and pay a life insurance policy for members retired prior to November 1, 1986 according to the schedule of coverage in effect at the time of their retirement.

(B) The schedule of benefits, eligibility requirements and other terms and conditions of the coverage's provided under Sections 13.01, 13.02 and 13.03 shall be governed by the provisions of the respective insurance contracts, and the City's liability thereunder shall be limited solely to the payment of its share of premiums on such contracts.

(C) Effective November 1, 2005, the City will pay One Hundred Eighty (\$180.00) Dollars per member annually for all active members and all members who retire after November 1, 1987.

(D) Effective November 1, 2022, the City shall provide life insurance to all active members in the amount of \$30,000.00 which shall be paid to their beneficiary or estate as

designated by the member. Only members who have retired prior to November 1, 2022 shall continue to receive the monetary payment of \$180 annually for life insurance under Section (C).

13.04 DEFERRED COMPENSATION

The City shall provide to the members of the department no less than 2 plans for deferred compensation (IRA 457 Plan).

13.05 DUPLICATE COVERAGE

When a member of the bargaining unit and a spouse are both employees of the City of East Providence, the City need not buy both spouses healthcare or dental coverage, but the City shall provide both spouses health or dental coverage, with the plan offering the best coverage for the spouses so employed. In the event the spouse employed with the coverage shall retire, resign or be terminated for any reason, then the other spouse without the coverage shall be immediately granted the coverage of his/her unit without any waiting period. In the event the spouse without the coverage shall receive a better plan than the other spouse during the course of any negotiations, the City shall immediately implement the better of the two plans in conformance with the spirit of this section.

ARTICLE XIV

14.01 TIME OFF WHILE PERFORMING UNION DUTIES

The City agrees to replace without loss of pay or the requirement to make up such time the President of Local 850 and one Executive Board member or delegate or Pension Board member to attend the following Union functions as follows:

Formal contract negotiations with City- President/one board member

Arbitration hearings - President/one board member

State meetings (monthly) -President/one delegate

State convention (annual) (one duty day) - President/one delegate

New England Conference (biannual) (one duty day) -President/one delegate

International Convention (biannual) (one week) -President/one delegate

Meetings called by the Mayor- President only

Pension Board Meetings -One Pension Board member only

The time off above will be granted. The replacements will be made if necessary to maintain minimum manpower as outlined in Article IV, Section 4.06. Replacements shall not be required for any other meetings.

Officers and Executive Board members not covered above will be allowed if on duty to attend meetings with the City by transferring on in-service apparatus. Utilization of in-service apparatus shall be at the discretion of the Chief or duty Battalion Chief.

ARTICLE XV

15.01 DISCHARGE AND DISCIPLINE

(A) The City or Chief shall have the right to discharge and/or discipline employees at any time for just cause; and in the case of discharge shall give the Union and the employee at the time of said discharge the reasons for discharge in writing by giving a copy to the employee and the local union president. In the event the Union and/or the employee shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) working days from the date of such discharge and shall be disposed of under the grievance procedure set forth in Article XVII hereof.

(B) The City shall have the right to discharge and/or discipline any new employee who has not completed his/her one (1) year probationary period or such extension of the probationary period as may be agreed upon by the City and the Union. The discharge and/or discipline of a probationary employee shall not be covered by the provisions of (A) above or by the grievance procedure set forth in Article XVII hereof.

(C) Any member who is discharged or disciplined under this section shall have the right to the normal grievance procedure and/or arbitration, if necessary, or a hearing before the Personnel Hearing Board in accordance with the terms of the City Ordinances. The member will have the choice of either procedure but not of both.

ARTICLE XVI

16.01 GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievances of the local or members of the East Providence Fire Department, the following grievance procedure is accepted by the City. Union representation shall be present at all of the following steps:

(A) When the Union files a grievance, it shall be referred to the Chief.

(B) When an individual has a grievance, it shall be presented to the Executive Committee of Local 850, I.A.F.F. where, if justified, it shall be presented to the Chief. The Chief shall issue an answer within ten (10) working days.

(C) Grievances not settled with the Chief shall be submitted to the Director of Human Resources within five (5) working days of the answer. The Human Resources Director shall issue an answer within ten (10) working days.

(D) If not resolved at the Human Resources level within five (5) working days of the answer, it shall be referred to the Mayor. The Mayor shall issue an answer within ten (10) working days.

(E) If not settled at that level, it shall be referred to Arbitration under Article XVII, Section 17.01 of the contract.

ARTICLE XVII

17.01 ARBITRATION

If agreement cannot be reached through the procedures set forth in Article XVI on any grievance, the grievance shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The arbitrator shall have no power to add to, subtract from or change the terms of the contract. He shall be confined solely to the interpretation and application of the terms of this contract. The fees and expenses of the impartial arbitrator shall be borne equally by both parties.

ARTICLE XVIII

18.01 WORKING CONDITIONS

Members of the Fire Fighting Division covered by this contract shall not be required, while on station duty, to perform work normally performed by building trade unions or other tradesmen except for minor repairs or to wash staff cars.

ARTICLE XIX

19.01 BULLETIN BOARDS

Bulletin boards shall be provided in each station for the posting of union notices. No notice shall be posted until it has been submitted to the Chief.

ARTICLE XX

20.01 DRIVER'S LICENSE

Members must notify the Fire Chief or Duty Battalion Chief immediately if their driver's license is or becomes suspended or revoked.

ARTICLE XXI

21.01 PENSION PLAN

The revised arbitration decision and award dated February 1, 1977 is attached hereto as Appendix A and made apart hereof by reference with the following modifications.

(A) Employees retiring after November 1, 1985 shall have their pension computed on their last year's salary instead of the average of their last three (3) years' salary.

(B) Employees retiring after November 1, 1985 shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of retirement provided they are at least fifty (50) years of age at the time of retirement. Employees retiring after November 1, 1985 who are less than fifty (50) years of age at the time of retirement shall also be entitled to such annual three (3%) percent compounded cost of living increase, the first such increase to be payable on their 51st birthday.

Employees retiring after November 1, 1989 shall be entitled to a three (3%) percent compounded cost of living increase on each anniversary date of retirement regardless of their age.

(C) Effective November 1, 1988, a member on completion of twenty (20) or more years of credited service may retire on a service retirement annuity regardless of age.

(D) Effective November 1, 1990, members will contribute eight (8%) percent of their salary and longevity pay into the Firemen's and Policemen's Pension Fund.

Effective November 1, 1993, members will contribute eight (8%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

Effective November 1, 1993, members who retire from staff positions will make a contribution into the Firemen's and Policemen's Pension Fund equivalent to eight (8%) percent

of the monetary value of their holiday leave for the time they held those positions. This will allow their base salary to include holiday pay for pension calculation purposes only.

Effective November 1, 2003, members will contribute eight (8%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

Effective November 1, 2003, members who retire from staff positions will make a contribution into the Firemen's and Policemen's Pension Fund equivalent to eight (8%) percent of the monetary value of their holiday leave for the time they held those positions. This will allow their base salary to include holiday pay for pension calculation purposes only.

(E) Effective November 1, 1991, members retirement annuity earnings will be calculated to a maximum accumulation of seventy (70%) percent, by the following formula:

2 ½ % for each year for the first twenty-four (24) years

2% for each of the next four (4) years

1% for each of the next two (2) years

(F) Full-time permanent non-uniformed civilian employees of the Fire Department hired on or after November 1, 1995, will be eligible only for membership in the State Municipal Employees' Retirement System. Members will contribute seven (7%) percent of their salary and longevity pay into the system.

(G) Members on disability pensions from November 1, 1989 forward will be allowed to earn the difference between their disability pension and 150% of the current salary plus longevity and holiday pay for the position from which they retired on disability pension with no penalty.

(H) Effective November 1, 2008, members who retire shall receive an additional one (1%) percent more in their retirement annuity.

(I) Effective November 1, 2014, all uniformed Firefighters added to the payroll on or after January 1, 2014 on completion of 25 years of credited service may retire and are eligible to collect a service retirement annuity at the age of 55.

(J) Effective November 1, 2014, members will contribute nine (9%) percent of their salary, longevity and holiday pay into the Firemen's and Policemen's Pension Fund.

(K) Effective November 1, 2014, Firefighters added to payroll on or after January 1, 2014 will have their retirement annuity earnings calculated to a maximum accumulation of seventy (70%) percent, by the following formula:

2.5% accumulation per year to year 20

4% accumulation per year for years 21-25.

(L) All employees hired after January 1, 2014 shall have their pension based upon a final three (3) year average.

(M) All employees hired after January 1, 2014 shall have a non-compounding 2.25% per year cost of living adjustment (COLA).

(N) All employees hired after January 1, 2014 must complete ten (10) years of service to be vested, eligible to collect at age 60 if the member does not complete twenty five (25) years of service.

(O) Effective November 1, 2018, Firemen's and Policemen's Pension Fund contribution shall be increased by one (1%) percent, from nine (9%) percent to ten (10%) percent of the member's salary, longevity, and holiday pay, over the life of the contract according to the following annual increments:

November 1, 2017 - 0%

November 1, 2018- ¼%

November 1, 2019- ¼%

November 1, 2020- ¼%

November 1, 2021- ¼%

(P) Effective November 1, 2022, Firemen's and Policeman's Pension Fund Contribution shall be increased from 10 % to 11.25 % of the member's salary, longevity, and holiday pay, over the life of the contract according to the following annual increments:

November 1, 2022 increase 0.25%

November 1, 2023 increase 0.50%

November 1, 2024 increase 0.50%

(Q) All other pension benefits provided shall be in full force and effect.

ARTICLE XXII

22.01 EDUCATION EXPENSES

Fire Fighter personnel shall be eligible for reimbursement of tuition and required text costs for the programs listed in (A) below upon successful completion of such courses. These payments shall be subject to the following limitations:

(A) Courses shall be taken in Fire Science, Emergency Management and Public Administration Degrees (Bachelor Degree Level) only and non-fire courses needed to complete these Degrees.

(B) Each member shall be limited to one (2) courses per semester and a total of four (4) courses per fiscal year;

(C) Total cost of the program shall be limited to Fifteen Thousand (\$15,000.00) Dollars for each year of the contract for approved courses as set forth in Subsection A. Five Thousand (\$5,000.00) Dollars for each year of the contract for EMS Classes (Excluding the initial EMT-P Class); and Five Thousand (\$5,000.00) Dollars for each year of the contract for Professional Development. These amounts are to be for each annual year of the contract.

(D) Reimbursement shall be made upon presentation of grade reports indicating the member has achieved a grade of C or better;

(E) After payment is made with regard to Item B, any monies leftover shall be equally distributed amongst the employees who have taken any degree classes as set forth in Subsection A, Fire Service (EMS) classes (Excluding the initial EMT-P Class), and Professional Development Classes other than the one's required for payment in Item B;

(F) Non-uniformed personnel shall be eligible for reimbursement of tuition and required text costs for job related courses with the Chiefs prior approval.

22.02 CERTIFICATIONS

Effective November 1, 2022, members shall receive a non-cumulative bonus in the amounts listed in the below table for each of the following disciplines:

	Effective February 1, 2023	Effective February 1, 2024	Effective February 1, 2025
Active Marine Operator, in-house training	\$325.00	\$400.00	\$475.00
Hazmat Rescue Technician, Certified	\$325.00	\$400.00	\$475.00
Technical Rescue Technician, Certified	\$325.00	\$400.00	\$475.00

Members shall be a current member of each respective team in order to receive the bonus. Bonuses shall be distributed on the first non-payroll week in February

ARTICLE XXIII

23.01 PHYSICAL FITNESS STANDARDS

(A) All uniformed employees shall be required to undergo a comprehensive physical examination to include a cancer screening once every three (3) years by a physician selected by the City or a member's own physician limited to the health care company's negotiated cost with network providers. All Hazmat members shall be required to have a comprehensive physical

examination to include a cancer screening yearly by a physician selected by the City or a member's own physician limited to the health care company's negotiated cost with network providers. The cost of such examination will be borne by the City. The employee will take the examination on his/her own time at no overtime cost to the City.

(B) If an employee is diagnosed as having a propensity toward hypertension or heart disease or if the employee is found to have existing hypertension or heart disease, he/she shall be required to follow the medical advice of the examining physician.

A good faith effort on the part of the employee and evidence of some continuing measurable progress will meet the intent of the fitness standards. Likewise, a valid medical reason substantiated by the City may excuse an employee from meeting a specific standard while the condition exists. The City will not discipline an employee while either or both of these cases apply.

(C) The parties agree that there is a need for education of employees in the causes and prevention of hypertension and coronary heart disease as well as the promotion of good nutrition, stress reduction, etc.

The employer agrees to provide speakers and materials for education in this area. Such education shall include advice on the causes of hypertension and coronary heart disease, weight control, diet counseling, physical exercise, smoking cessation, stress management techniques, and improving mental health.

The Union will allow these instructions to be conducted in the evening hours for members on duty and for those members who wish to attend while off duty at no cost to the City in terms of overtime or callback pay.

ARTICLE XXIV

24.01 WORK STOPPAGE

In consideration of the right to a resolution of disputed questions under the terms and provisions of Title 23, Chapter 9.1 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration", Fire Fighters of the East Providence Fire Department shall have no right to engage in any work stoppage, slowdown or strike; and that, if any unauthorized or wildcat work stoppage, slowdown or strike shall take place, Local 850 will immediately notify such employees engaging in such unauthorized activities to cease and desist. Any employee engaging in any strike may be subject to disciplinary action by the City.

ARTICLE XXV

25.01 OTHER POST EMPLOYMENT BENEFITS (OPEB)

Members of the Fire Department effective November 1, 2022 shall contribute two (2%) percent of the members' salary toward the "Other Post Employment Benefits" (OPEB) obligation of the City. OPEB Funds shall be deposited into a restricted, investment bearing account.

ARTICLE XXVI

26.01 DURATION OF THIS CONTRACT

This contract shall be for a term of three (3) years commencing the first day of November, 2022 and shall continue and remain in full force and effect until October 31, 2025 and from year to year thereafter unless either party at least one hundred twenty (120) days prior to the expiration date in 2025, or in any year thereafter, gives to the other party written notice of its intention to terminate or amend this contract.

26.02 SCOPE OF CONTRACT

The parties acknowledge that during the negotiations which preceded this contract, each has the unlimited right and opportunity to make demands and proposals with respect to any subject matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract.

Therefore, for the life of this contract, the City and the Union, within the provisions of law, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this contract or with respect to any subject or matter not specifically referred to or covered in this contract even though such subject matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this contract provided, however, that if a court of competent jurisdiction modified the existing pension plan in effect for members of the department or in any way affects the validity of existing ordinances pertaining to the Firemen's and Policemen's Pension Fund, pension benefits may be the subject of immediate negotiations and if necessary arbitration.

26.03 INCORPORATION OF PRIOR MEMORANDUM OF AGREEMENTS

The parties agree that the Memorandum of Agreements of the Rescue Officer Overtime dated September 11, 2019 and the Ladder Staffing Memorandum of Agreement dated September 11, 2019 shall be incorporated herein. (Exhibit C)

26.04 FIRE PREVENTION SECRETARY & CHIEF'S AIDE

(A) Effective November 1, 2022, the position of the Fire Prevention Secretary within the Collective Bargaining Agreement shall no longer exist. Said position shall no longer be part of the bargaining unit (IAFF, Local 850) but shall become part of the bargaining unit within the City of East Providence representing the Municipal employees. Upon execution of the 2022-2025 CBA, the parties agree to amend the Rhode Island State Labor Relations Board (RISLRB) Certification of Representative Case No. EE-1502 dated August 17, 1962 between the parties to exclude representation of the Fire Prevention Secretary position. The parties shall file all necessary documents as required by RISLRB to effectuate said exclusion from the above-cited Case No. EE-1502.

(B) Upon separation of employment, retirement, resignation or death of the incumbent member in the Chief's Administrative Aide position, said position shall no longer be part of the

bargaining unit (IAFF, Local 850) and the Collective Bargaining Agreement. Upon separation of employment of said member with the City, the parties agree to amend the Rhode Island State Labor Relations Board (RISLRB) Certification of Representative Case No. EE-1502 dated August 17, 1962 between the parties to exclude representation of the Chief's Administrative Aide position. The parties shall file all necessary documents as required by RISLRB to effectuate said exclusion from the above-cited Case No. EE-1502.

26.05 SEVERABILITY

In the event that any section of this contract is deemed in violation of any law by a court of competent jurisdiction, the remainder of the contract shall be deemed to be valid and effective.

IN WITNESS WHEREOF, the City of East Providence has caused this instrument to be executed and its corporate seal to be affixed by ROBERTO L. DaSILVA its Mayor and ROBERT RODERICKS its Council President, thereunto duly authorized by the City Council of the City of East Providence as of the day and year first above written; and said Local 850 International Association of Fire Fighters, AFL-CIO has caused this instrument to be signed by BRIAN WILLETTE, its President thereunto duly authorized as of the day and year first above written.

IN THE PRESENCE OF
CITY OF EAST PROVIDENCE

Witness

Roberto L. DaSilva, Mayor

Date

Witness

Robert Rodericks, Council President

Date

LOCAL 850 INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

Witness

Brian Willette, President

Date

