

**July 1, 2022 – June 30, 2027**

# **TENTATIVE AGREEMENT**

**Between the**

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

**and the**

**City of Providence**

## TENTATIVE AGREEMENT

This **TENTATIVE AGREEMENT** MADE AND ENTERED INTO on this 22<sup>nd</sup> day of November, 2021 by and between the **CITY OF PROVIDENCE (hereinafter referred to as the "City")** and **LOCAL 799, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter referred to as the "Union")**.

This **Tentative Agreement** concerns the Collective Bargaining Agreement by and between the parties that shall be effective between **July 1, 2022 and June 30, 2027**.

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

**WHEREAS**, the parties' negotiations have resulted in this **Tentative Agreement** which shall form the basis for a Collective Bargaining Agreement effective from July 1, 2022 to June 30, 2027, and thereafter as provided; and

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

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

**NOW, THEREFORE**, the parties agree as follows (where applicable, deleted language is stricken; new language is underlined):

1. The document titled "Collective Agreement between the City of Providence, Rhode Island, and Local 799 International Association of Firefighters, AFL-CIO effective July 1, 2022 to June 30, 2027 is herein incorporated by reference as if fully reproduced. The terms and conditions of this Agreement shall continue and remain in effect for the period of July 1, 2022 to June 30, 2027, except as expressly modified herein.

### **2. Article I, Section 1 – Recognition:**

- The parties have agreed to amend Article I, Section 1 as follows:

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

### **3. Article IV, Section 2 – BID SYSTEM:**

- The parties have agreed to amend Article IV, Section 2 as follows:



F. This system shall apply to the special services positions of person in charge of air supply/O2 Filling Station (captain's pay), car 79 (Arson Investigators) (12% pay differential), car 56 (Fire Investigator) (9% pay differential), ~~person in charge of carpenter shop (captain's pay), person in charge of supply room (captain's pay),~~ Dispatcher-In-Charge (lieutenant's pay), D.O.T. Fire Captain (12% pay differential), and training instructors at the Division of Training (Lieutenant's pay) (captain's pay). ~~Effective July 1, 2011, the Department may demote to FF/1 and reassign the two members currently serving as Fire Prevention Lieutenants. Once the positions become vacant the Department shall not be required to fill said positions and Article IV Section 1 shall not apply.~~ For the purpose of this section the positions of person in charge of air supply/O2 Filling Station, Cars 56 (Fire Investigator) & 79 (Arson Investigator), ~~person in charge of carpenter shop, person in charge of supply room,~~ Dispatcher-In-Charge, and training instructors at the Division of Training shall be filled by bid based on seniority by the member's date of appointment to the Providence Fire Department, regardless of member's rank. Effective July 1, 2022 the positions of person in charge of carpenter shop and person in charge of supply room shall be reassigned as training instructors at the Division of Training.

#### **Article IV, Section 4 – PROMOTIONS:**

• The parties have agreed to amend Article IV, Section 4 as follows:

A. Promotion to the rank of Fire Lieutenant, Fire Captain, Fire Battalion Chief, Fire Prevention/Arson Captain, Fire Rescue Lieutenant, Fire Rescue Captain, Person in Charge of Operational Control Captain Dispatcher, and ~~Lieutenant-Dispatcher~~ Fire Prevention Lieutenant shall be made on a competitive basis prescribed by the present regulations of the Fire Department, excepting the rank of Deputy Assistant Chief where the City has exclusive authority to promote.

C. Promotion to the rank of Fire Prevention/Arson Captain shall be made on a competitive basis described by the fire department, said examination shall be available to all Fire Lieutenants and Fire Prevention Lieutenants in the fire department.

G. The City hereby agrees to provide funding for classes and testing to obtain Fire Instructor 1(NFPA 1041 - level 1), Fire and Emergency Service Company Officer 1(NFPA 1021-level 1), and Incident Safety Officer (NFPA 1521) certification(s) for members on an established promotional list for lieutenant; Fire and Emergency Service Company Officer 2(NFPA 1021-level 2) certification for members on an established promotional list for captain; and Health and Safety Officer (NFPA 1521) and Incident Command Training certification for members on an established promotional list for battalion chief. All members will be allowed time off from regularly scheduled shifts to attend certification school and City will provide callback to fill members' position rank for rank. The city agrees to offer these classes for those members on a promotional list within one calendar year of the creation of that promotional list. In the event that the NFPA classes cannot be scheduled, the city may offer a department run equivalent.

#### **4. Article V, Section 2 – EMT CERTIFICATION:**

• The parties have agreed to amend Article V, Section 2 as follows:

All members of the bargaining unit appointed on or after July 1, 2022 shall, as a condition of continued employment, maintain certification as an emergency medical technician – cardiac (EMT-C/A), or equivalent.

**5. Article VI, Section 1 – HOURS:**

- The parties have agreed to amend Article VI, Section I as follows:

The regular work week of the other divisions shall not exceed an average of forty (40) hours except that for ~~members on duty in the Department of Communications~~ the regular work week shall not exceed thirty-six (36) hours. Dispatchers-In-Charge on duty in the Department of Communications the regular work week shall not exceed forty-two (42) hours, and thirty-six (36) hours for the Captain Dispatcher.

**Article VI, Section 5 – OVERTIME RATE OF PAY:**

- The parties have agreed to amend Article VI, Section I as follows:

Members assigned to the Bureau of Operational Control shall receive an hourly rate of overtime pay equal to time and one-half of one-thirty-sixth (1/36) of the employee's weekly salary. Dispatchers-In-Charge assigned to the Bureau of Operational Control shall receive an hourly rate of overtime pay equal to time and one-half of one-fortieth (1/40) of the employee's weekly salary, and an overtime pay equal to time and one-half of one-thirty-sixth (1/36) for the Captain Dispatcher.

**6. Article VII, Section 1 – VACATIONS:**

- The parties have agreed to amend Article VII, Section I as follows:

Upon completion of his/her training period and appointment as a permanent employee of the Fire Department, a member shall be entitled to ~~eight (8)~~ four (4) working days vacation during the calendar year in which he/she was appointed.

**7. Article XIII, Section 1 – SALARY FOR THE FIREFIGHTERS:**

- The parties have agreed to amend Article XIII, Section 1 as follows:

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

Effective 7/01/22	(22-23)	4%
Effective 7/01/23	(23-24)	4%
Effective 7/01/24	(24-25)	4%
Effective 7/01/25	(25-26)	4%
Effective 7/01/26	(26-27)	4%

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



## **8. Article XIV (page 46), Section 1 – HEALTH INSURANCE**

- The parties have agreed to amend Article XIV, Section 1 to change Active Members' Healthcare Contribution Payments as follows:

Effective July 1, 2022, all active members shall contribute \$1,638.73 annually to the premium for an individual health insurance plan, \$3,605.21 for an individual + spouse health insurance plan, \$3,851.02 for an individual + children plan, and \$4,217.20 for a family plan.

Effective July 1, 2023, all active members shall contribute \$1,687.89 annually to the premium for an individual health insurance plan, \$3,713.36 for an individual + spouse health insurance plan, \$3,966.55 for an individual + children plan, and \$4,385.89 for a family plan.

Effective July 1, 2024, all active members shall contribute \$1,738.53 annually to the premium for an individual health insurance plan, \$3,824.76 for an individual + spouse health insurance plan, \$4,085.54 for an individual + children plan, and \$4,561.32 for a family plan.

Effective July 1, 2025, all active members shall contribute \$1,790.68 annually to the premium for an individual health insurance plan, \$3,939.51 for an individual + spouse health insurance plan, \$4,118.57 for an individual + children plan, and \$4,743.78 for a family plan.

Effective July 1, 2026, all active members shall contribute \$1,844.41 annually to the premium for an individual health insurance plan, \$4,057.69 for an individual + spouse health insurance plan, \$4,242.13 for an individual + children plan, and \$4,985.25 for a family plan.

## **9. Article XVIII, Section 1 - BUREAU OF OPERATIONAL CONTROL:**

- The parties have agreed to amend Article XVIII, Section I as follows:

The Bureau of Operational Control shall consist of ~~five (5)~~ four (4) groups, with ~~one (1)~~ Dispatcher-In-Charge per group. There shall be a total of ~~five (5)~~ four (4) ~~dispatch lieutenants~~ Dispatchers-In-Charge who shall be uniformed members of the unit. Effective July 1, 2022 the position of Dispatcher Lieutenant shall be re-titled Dispatcher-In-Charge.

An assessment shall be conducted no later than twelve (12) months after July 1, 2022 to determine if any modifications are required to maintain efficiency in the Bureau of Operational Control. If no member bids a vacant position of Dispatcher-In-Charge, the City may seek alternative staffing from outside of the bargaining unit.

## **Article XVIII, Section 2 - FIRE PREVENTION BUREAU:**

- The parties have agreed to amend Article XVIII, Section 2 as follows:

The Fire Prevention Bureau shall consist of at least one (1) Fire Prevention Captain, one (1) Fire Prevention Lieutenant – Plan Review, one (1) Fire Prevention Lieutenant - Inspections and as many sworn members of the department as deemed necessary by the Chief of the Department.

~~As of July 1, 2011, the parties agree to eliminate the following positions: two (2) Fire Prevention Lieutenants when said positions become vacant in accordance with Article IV, Section IC.~~

~~Members currently serving in the position(s) of Fire Prevention Lieutenants upon ratification of this Agreement shall remain in said positions until such time that said positions become vacant. Once the positions become vacant, the Department shall not be required to fill the positions of two (2) Fire Prevention Lieutenants. Therefore, Article I Section I Paragraph 2 shall not apply to the above named positions or the duties they perform.~~

#### **10. Article XIX - MINIMUM STAFFING:**

- The parties have agreed to amend Article XIX as follows:

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

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

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

The Officers of the Providence Fire Department shall consist of four (4) Deputy Assistant Chiefs, sixteen (16) Fire Battalion Chiefs, twenty (20) Fire Captains, sixty (60) Fire Lieutenants, seven (7) Fire-Rescue Captains, twenty one (21) Fire-Rescue Lieutenants, one (1) Captain of the Bureau of Operational Control, five (5) Fire Dispatcher Lieutenants, one (1) Fire Prevention Captain, one (1) Fire Prevention Lieutenant – Plan Review and one (1) Fire Prevention Lieutenant – Inspection, and one (1) Fire Captain of the Division of Training.

#### **11. Article XXV – PENSION ESCALATION:**

- The parties have agreed to amend Article XXV, Section C in order to increase the required Contribution Payment percentage amounts set forth in Section C as follows:

C. The pension contribution rate for all members shall be as follows:

Effective July 1, 2022 ten percent (10%) of their base pay and longevity on a pre-tax basis.

Effective July 1, 2023 eleven and one-half percent (11.5%) of their base pay and longevity on a pre-tax basis.

Effective July 1, 2024 thirteen percent (13%) of their base pay and longevity on a pre-tax basis.

Effective July 1, 2025 fourteen and one-half percent (14.5%) of their base pay and longevity on a pre-tax basis.



Effective July 1, 2026 sixteen percent (16%) of their base pay and longevity on a pre-tax basis.

All members who have completed thirty-two (32) years and six (6) months of creditable service, shall continue to make retirement deductions for annuity purposes from their annual compensation.

**12. Article XXV, NEW Section E ("Other Post-Employment Benefits (OPEB) Contributions"):**

- The parties have agreed to amend Article XXV by adding a new Section D. This Section shall provide for the establishment of an OPEB Trust by the City.

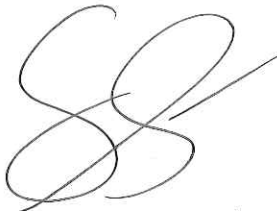
**13. Article XXX – DURATION:**

This Agreement shall be for the term beginning **July 1, 2022 and ending June 30, 2027**. The parties agree that the terms and conditions of this **July 1, 2022 to June 30, 2027** Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

WHEREFORE, the parties hereto, having read the forgoing and being duly authorized, do hereby agree to all the terms and conditions contained herein and so signify by affixing their signatures on this 22 day of November, 2021.

CITY OF PROVIDENCE

By:



Jorge O. Elorza  
Mayor

11/30/21

LOCAL 799, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO

By:



Derek M. Silva  
President, Local 799, IAFF, AFL-CIO

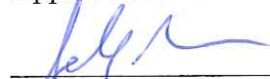


Steven M. Pare  
Commissioner of Public Safety



Adam W. Chuman  
Vice-President, Local 799 IAFF, AFL CIO

Approved as to form and correctness



Jeffrey Dana,  
City Solicitor

Date: 11/22/2021