

TENTATIVE AGREEMENT

CITY OF CENTRAL FALLS

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LOCAL 1485, IAFF, AFL-CIO

ENTERED into this 21st day of March 2017, by and between the CITY OF CENTRAL FALLS and LOCAL 1485, IAFF, AFL-CIO for the period of July 1, 2017 thru June 30, 2022;

WHEREAS, the parties hereto have conducted good-faith negotiations pursuant to the authority provided for in the Firefighters Arbitration Act, RI Gen. Laws § 28-9.1 et seq.; and

WHEREAS, the parties' negotiations have resulted in Agreement for a Collective Bargaining Agreement, effective July 1, 2017 thru June 30, 2022; and

WHEREAS, the parties hereto desire to codify their AGREEMENT and, subject to their respective ratification procedures, be bound by the same.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. The document titled "Collective Bargaining Agreement between the City of Central Falls and Local 1485, IAFF, AFL-CIO, effective April 12, 2013 to June 30, 2017" is herein incorporated by reference as if fully reproduced herein. The terms and conditions of this Agreement shall continue and remain in full force and effect for the period of July 1, 2017 to June 30, 2022, except as expressly modified herein.

2. Article 1, Section 2. Amend Language As Follows:

The employer agrees not to enter into any agreements or contracts with its employees covered by this Agreement, or to individually or collectively negotiate or bargain with them. There shall be no individual agreements with employees covered by this Agreement and any such agreements or contracts shall be null and void.

3. Article 6, Section 2. Amend Language as follows to Change Probationary Period from six months to one year:

The City agrees that the members of the Central Falls Fire Department whose duties are outlined in Section 1 above shall not be detailed to other departments of the City unless on a voluntary basis of the individual fire fighter.

All new Fire Fighters hired after July 1, 1997, must possess an EMTA Certificate in accordance with the requirements set forth above, and must maintain that certificate as a condition of employment.

Commencing September 1, 2015, during the completion of their one (1) year probationary period, it shall be compulsory for a new employee to take and successfully complete the EMTC Training Program, as mandated by the State of Rhode Island and maintain his EMTC certification for as long as he remains one of the bottom sixteen (16) members on the Fire Department's seniority list in accordance with this Agreement as a condition of employment. Any employee, who fails to qualify as an EMTC within the twelve (12) month probationary period shall be subject to termination. Said course should be taken and completed as soon as reasonably possible. The necessary books and tuition costs will be borne exclusively by the City. Attendance on a regular duty day will be authorized with regular compensation and without replacement requirement. Attendance on a non-duty day, which may be mandatory to complete the course, shall not be compensated for by the City.

4. Article 8, Section 1. Amend Article 8, Section 1 to provide for the following across the board wage increases:

7/1/17	7/1/18	7/1/19	7/1/20	7/1/21	6/30/22
2%	2%	2%	2%	2%	2.5%

5. Article 8, Section 1(D)(New). Incorporate new subsection as follows (D) providing for a stipend for firefighters assigned to the rescue:

The employer agrees to pay personnel assigned to the rescue an additional \$10 for each duty shift worked while assigned to the rescue. Duty shifts shall consist of either 10 or 14 hour shifts.

Article 8, Section 2. Amend as follows to exclude Deputy Chief position from out of rank compensation:

Any members of the Central Falls Fire Department temporarily assuming the duties and responsibilities of a higher rank, for whatever reason(s), provided the duties and responsibilities are greater than the rank he now holds, shall receive the pay commensurate with the increased duties and responsibilities of the higher rank. Said fire fighter shall be entitled to such pay beginning the first day served and payable on the payday following the day(s) served.

Notwithstanding the above, any time the Deputy Chief is absent due to any reason other than an extended leave there shall be no obligation to pay out of rank pay to a member assuming his duties. Should however, the Deputy Chief be out for an extended leave and the Chief of the Department exercises his discretion to reassign a member of the Department to perform the duties of the Deputy Chief, said member shall receive out of rank pay in accordance with this section and established practice.

6. Article 9, Section 6: Amend as follows:

Members shall have the option of receiving compensatory time off in lieu of overtime pay. Comp time shall accrue at 1 ½ times the overtime hours worked. Leave shall be granted by seniority within the platoons and may not result in overtime premiums. Accrued compensation time will not be paid out upon retirement or termination. Accrued compensation time can be carried over into the following year up to a maximum of 192 hours.

Prior to the retirement of any member, said member shall be allowed to discharge all accrued but unused compensatory time up to the maximum of 192 hours. Members shall however, make every effort to discharge all accrued comp time in the year in which it is earned.

7. Article 11, Section 1(B). Amend as follows to change probationary period from six months to one year:

Upon promotion, a Fire Fighter shall serve a one (1) year probationary period before being permanently assigned to the position. The Fire Fighter will be evaluated during this period by the Deputy Chief or his designee on a bimonthly basis. A promoted Fire Fighter may be removed during such probationary period for just cause.

8. Article 11, Section 5 (New). Incorporate a new Section 5 1021 Officer certification for promotions to rank of Lieutenant or higher.

Any employee promoted to the rank of Lieutenant or higher on or after July 1, 2017, shall within two (2) years of said promotion take the NFPA 1021 fire officer class, and shall obtain the certification associated with said class. Officers will be relieved from duty without loss of pay to attend said classes¹ and shall be compensated for said time in accordance with the Department's established practices.

9. Article 12, Section 1. Amend as follows to Include MLK Day as provided for in MOA:

Employees covered by this Agreement shall be granted an additional one (1) day's pay computed at the rate of one-quarter (1/4th) of the employee's weekly salary for each of

¹ This shall also include attendance at 1041 classes if required prior to attendance necessary to obtain 1021 Officer Certification.

the following holidays, paid to each member on the first pay period in December of the relevant calendar year:

Memorial Day	Easter
Firemen's Memorial Sunday	Independence Day
Victory Day (VJ Day)	Labor Day
Columbus Day	Veteran's Day
Thanksgiving	Day after Thanksgiving
Christmas Day	New Year's Day
	Martin Luther King Jr.

10. Article 13, Section 1(f): New Subsection (f) providing for a reduced vacation accrual for employees hired after July 1, 2017.

Vacation Leave will be accrued on a monthly basis for all employees hired after July 1, 2017, in accordance with the following schedule:

- (a) Employees continuously employed for less than five (5) years shall accrue 10 working days with pay per year.
- (b) Employees continuously employed for at least five (5) years but not more than ten (10) years shall accrued twelve (12) working days with pay per year.
- (c) Employees continuously employed for at least ten (10) years but not more than fifteen (15) shall accrue fifteen (15) working days with pay per year.
- (d) Employees continuously employed for at least fifteen (15) years or more shall accrue eighteen (18) working days with pay per year.

11. Article 14, Section 3(New): Incorporate new section (3) as follows requiring City to provide to the Union leave accruals for each of the members of the Labor group.

The City agrees to furnish to the Local an up-to-date list of remaining vacation, personal, and comp time of all members. This list shall be posted on the Union Bulletin Board on the 1st day of each month.

12. Article 15, Section 1: Amend as follows to allow for discharge of sick leave for family illness:

All employees covered by this Agreement listed herein shall accrue sick leave at the rate of one (1) working day for each calendar month of service. This time shall be computed from the date of initial employment of the City of Central Falls Fire Department and will be granted for the following reasons: Personal illness or physical incapacity to such extent as to be rendered thereby unable to perform the duties of his position, attendance upon members of the family within the household of the employee whose illness requires the care of such employee not to exceed three (3) working days in any contract year, or enforced quarantine, when established by the Department of Health, a physician, or other competent authority for a period of such quarantine only.

13. Article 15, Section 8: Amend as follows to extend time for City to provide sick leave incentive payment to 45 days:

Any employee of the Labor Group, who during the preceding year, has not had any absences due to normal illness of not more than one (1) day, shall be entitled to three (3) days' pay within forty-five (45) days of the close of the fiscal year and each days' pay shall be equal to one fifth (1/5th) of the weekly base pay.

14. Article 17, Section 3. Amend as follows to incorporate existing co-share requirements:

The City will also provide a Health Reimbursement Account which will cover a portion of the deductible in place as of the date of this agreement (including the full year adjustment effective January 1, 2012) as set forth in the HRA Application dated August 1, 2011. The employee shall be responsible for the first \$500 of this deductible for a family plan and the first \$250 of this deductible for an individual plan.


15. Article 18, Section 1. Amend as follows to cover employees while working on response team.

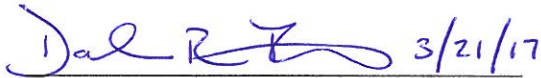
Whenever an employee covered by this Agreement shall be wholly or partially incapacitated by reason of injuries received or illness contracted in the performance of their duties, the City shall, during the period of such incapacity, pay said employee the salary or wage and benefits to which he would be entitled had he not been so incapacitated in accordance with R.I. Gen. Laws § 45-19-1 et seq., as amended. Any member that belongs to a State or Department recognized response team shall be covered under this section.

16. EMA Assistant Coordinator. The Parties hereby agree to incorporate into this Agreement the EMA Assistant Coordinator Memorandum of Agreement, previously executed by the parties.


IN WITNESS WHEREOF, the parties have hereunto set their hand this 21st Day of March, 2017.

FOR THE UNION


MICHAEL ANDREWS
President
Local 1485, IAFF, AFL-CIO

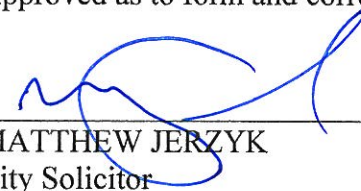

Union Representative

FOR THE EMPLOYER


JAMES DIOSSA
Mayor of Central Falls


LEONARD MORGANIS
Administrative and Finance Officer

Approved as to form and correctness:


MATTHEW JERZYK
City Solicitor