

Memorandum of Agreement

This Memorandum of Agreement is entered into between the City of East Providence, Rhode Island (hereinafter referred to as the "City") and the East Providence Fire Fighters, Local 850, International Associations of Fire Fighters, AFL-CIO. (hereinafter referred to as the "Local"), and (collectively referred to the "Parties").

WHEREAS, the parties acknowledge that an agreement has been reached between the parties in regards to a new Collective Bargaining Agreement between the parties.

WHEREAS, the parties acknowledge that the above-cited agreement covers the contract years of 2008-2009 (wage reopener only), 2009-2011, and 2011-2014 between the parties.

WHEREAS, the parties acknowledge that due to the current negative economic climate, the parties wish to enter into this Memorandum of Agreement in an effort to mitigate the impact of the above-cited economic situation.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the City and the Local agree as follows:

1. The parties agree that the contract wage reopener for the contract year of 2008-2009 pursuant to the Collective Bargaining Agreement dated November 1, 2006 to October 31, 2009, shall be zero (0%) percent.
2. The Local agrees that the clothing allowance, in which the City provides station uniforms to members of the department pursuant to Article XII, Section 12.01 of the Collective Bargaining Agreement shall be forfeited for the contact years 2007-2008, 2008-2009 and 2009-2010.
3. The Local agrees that the clothing allowance and maintenance, in which the City provides monetary compensation to members of the department pursuant to Article XII, Section 12.01 of the Collective Bargaining Agreement shall be forfeited for the contract year of 2009-2010.
4. The parties agree that excluding the above-cited forfeitures as outline in section 2 & 3 of this Memorandum of Agreement shall be confined to the contact years depicted, and that Article XII, Section 12.01 of the Collective Bargaining Agreement shall be in full force and effect.
5. The Local agrees to withdraw all grievance and arbitration proceeding pertaining to Article XII, Section 12.01. The parties also agree that any and all costs associated with the withdrawal shall be shared equally between the parties.
6. The Local agrees that each member shall give a one time forfeiture of a "tour" (2 days & 2 nights) of vacation for "line" members, and a "week" (5 days) of vacation for "staff" members, back to the City for the contract year of 2010-2011.
7. The Local agrees that each member shall give a forfeiture of 2 days vacation for "line" members, and 2 days vacation for "staff" members, back to the City for the contract years of 2011-2012 and 2012-2013.

8. The parties agree that excluding the above-cited forfeitures as outline in section 6 & 7 of this Memorandum of Agreement shall be confined to the contact years depicted, and that Article XI, Section 11.01 of the Collective Bargaining Agreement shall be in full force and effect.
9. The Local agrees that each member shall give a forfeiture of 2 days personal leave for "line" members, and 2 days personal leave for "staff" members, back to the City for the contract years of 2011-2012 and 2012-2013.
10. The parties agree that excluding the above-cited forfeitures, as outline in section 9 of this Memorandum of Agreement shall be confined to the contact years depicted, and that Article X, Section 10.06 of the Collective Bargaining Agreement shall be in full force and effect.
11. The parties agree that any current retiree that had retired after November 1, 2008 shall have their retirement pensions increased by one (1%) percent, pursuant to Article XXI, Section 21.01, Sub-section (H) of the Collective Bargaining Agreement. The parties further agree that these retirees as defined in this section (11) shall not receive retroactive pension compensation; this benefit shall be on a prospective basis.
12. The parties acknowledge that due to the fact that the HSA Healthcare Plan cannot go into effect until January 1, 2012.

The parties agree that upon execution of this Memorandum of Agreement, the following Employee Healthcare contributions shall be paid by the employees.

All employees shall pay 25% premium cost of their healthcare retroactively to November 1, 2010 pursuant to the following total amounts. Family Plan shall be \$3,582.66 and the Individual Plan shall be \$1,453.89.

The city shall deduct from the above actual amounts any and all prior co-share paid by the employee from November 1, 2010 up to the execution date of this said agreement, also to be deducted is any and all monies that are in escrow from said employees.

The remaining balance of the Family Plan and the Individual Plan shall be paid by the employee on a bi-weekly basis up to December 31, 2011.

13. The parties agree that this Memorandum of Agreement shall not be considered a past practice of the parties and cannot be used by either party in any legal forum, court, arbitration, etc., except for the enforcement of this said Agreement.
14. The parties agree that this Memorandum of Agreement shall be subject to the grievance and arbitration proceedings between the parties, for said enforcement of this Agreement.

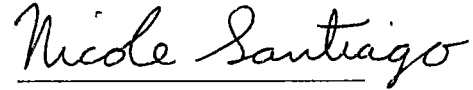
IN WITNESS WHEREOF, the City and the Local have caused this Memorandum of Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

FOR THE CITY



Orlando A. Andreoni, Interim City Manager
East Providence, Rhode Island

ATTEST




FOR THE LOCAL



Paul Cotter, President
Local 850, I.A.F.F., AFL-CIO.

ATTEST



DATE

5/20/11