

AGREEMENT

BY AND BETWEEN

THE

CITY OF WARWICK

AND

LOCAL 2748, INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS

AFL-CIO

JULY 1, 2012 TO JUNE 30, 2015

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## **AGREEMENT**

Pursuant to the provisions of Chapter 149 of the Public Laws of the state of Rhode Island, 1961, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Fire Departments", this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012, by and between this CITY OF WARWICK AND LOCAL 2748, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereinafter called Local 2748).

### ***ARTICLE I***

#### **SECTION I. RECOGNITION**

The City of Warwick recognizes Local 2748 as the exclusive bargaining agent for all the permanent sworn uniformed employees of the Warwick Fire Department, excepting the Chief and the Assistant Chief(s), for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the City of Warwick and employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions. The right of the Chief and the Assistant Chief(s) to belong to Local 2748, shall in no way be limited or affected by this agreement. Local 2748 agrees that in the event any changes are necessary in its by-laws to protect and preserve the right of the Chief and Assistant Chief(s) of the Fire Department to belong to Local 2748, such changes shall be made without delay.

#### **SECTION 2. UNION SECURITY**

It is mutually agreed that there shall be no coercion, intimidation or discrimination practiced by the City of Warwick or Local 2748 against any employee of the Warwick Fire Department because of membership or non-membership in Local 2748 or activities therein. The President, Vice President and Secretary of Local 2748 shall be allowed time off with pay and without requirement to make up such time in order to attend six (6) regular or two (2) special meetings of Local 2748, such time not to exceed four (4) hours including attendance at negotiation sessions and attendance at interest arbitra-

tion sessions. Two (2) members who have been elected or appointed as delegates from Local 2748 to the convention of the International Association of Fire Fighters shall be granted time off with pay and without the requirement to make up such time to attend such conventions. "One (1) member who has been elected or appointed as a delegate to the Rhode Island Fire Fighters Association shall be allowed time off with pay and without the requirement to make up such time (not to exceed four (4) hours at any given time) to attend meetings of the Rhode Island Fire Fighters Association not to exceed ten (10) meetings in any contract year. Two (2) delegates shall be granted time off with pay and without the requirement to make up such time in order to attend conventions of the Rhode Island AFL-CIO, not to exceed two (2) days in any contract year." The Chief of the Department may deny such time off in case of emergencies. All present employees and new employees of the Fire Department of the City of Warwick who are not members of Local 2748 on the effective date hereof, or who do not become members shall not be required to become members of Local 2748 during the term of this Agreement, but shall, as a condition of continued employment, pay to Local 2748, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of Local 2748, which shall be limited to an amount of money equal to Local 2748's regular and usual dues and its general and uniform assessments levied upon its members in connection with its responsibilities as the collective bargaining agent for employees of the Warwick Fire Department.

### **SECTION 3. MANAGEMENT RIGHTS**

The City of Warwick shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department as provided by law.

### **SECTION 4. SENIORITY**

Seniority of employees shall be computed in each rank from the date of original

appointment to that rank, unless an employee has been out of employment of the Department for over one (1) year (leave of absence not included), in which event, seniority will be computed from the latest date of employment by the Warwick Fire Department.

#### **SECTION 4.5. USE OF SENIORITY**

Insofar as practicable, employees covered by this Agreement shall have seniority rights in grade, and insofar as practicable, seniority shall prevail with respect to the following:

- a. Transfers to any position within the department; provided, however, that with respect to transfers from one division to another division within the department, the only bid position will be the lowest ranking one in the division. All positions above the lowest ranking one in the division shall be filled, if vacant, by either promotions from within the division or by a transfer made by the Chief of the Department.
- b. Days off, holidays, and any and all circumstances or situations by whatever name they may be given, except as provided in Paragraph (a) above; provided, however, that an employee may reject the position or benefit at his or her discretion without the need of any explanation on his or her part. Further, in the event that an employee shall reject a position or benefit, it shall not be construed as a waiver of his or her seniority rights in any subsequent situation where seniority would prevail.
- c. In order to implement the foregoing, a bid system is hereby established under which employees may bid for jobs or positions. Whenever there is a vacancy, the vacancy shall be posted and all employees in the order of their seniority shall have an opportunity to bid on said position. The senior employee shall be awarded the bid. The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he or she can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in cases where the City and Local 2748 so mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being

transferred in accordance with the provisions of this Section except in cases where the City and Local 2748 may mutually agree to extend such trial period.

If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position the employee shall have the right to file a grievance in accordance with the grievance provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedures as previously mentioned.

If the successful bidder fails his or her trial period he or she will revert to a floating position until his or her next bid.

- d. Vacancies and notice of bid shall be posted in all stations fourteen (14) days or more before any bid session.
- e. Personnel changing from one platoon to another shall do so by their choice with no obligation on the part of the City to compensate, adjust or reimburse personnel who work more hours than normal; nor shall the City seek to reduce pay or require make-up time for those persons working less hours than normal.
- f. Once the vacation schedule is established, any person changing from one platoon to another shall have a selection of only those weeks that have space available under the established vacation schedule. They shall select from the available time based upon their respective seniority of all employees moving onto that particular platoon. They shall not have the right to alter any previously selected vacations; but voluntary exchanges of vacation dates are permitted in accordance with existing policies.
- g. It is understood by the parties hereto that during the trial period, progress reports may be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Chief of the Fire Department.
- h. A permanent and up-to-date seniority list shall be posted and maintained on the

Bulletin Board at Fire Headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

- i. The City also agrees to furnish to Local 2748 and to maintain an up-to-date seniority list, a copy of which is posted on said Bulletin Board.

**SECTION 5. TIME OFF FOR BARGAINING**

All employees covered by this Agreement who are officers or members of Local 2748's Negotiating Committee (not to exceed five (5)), shall be allowed time off, with pay, for official Union business for contract negotiations and/or conferences in connection with the contract with the City Administration, Board of Public Safety and/or Chief of the Department, without the requirement to make up said time.

Any employee covered by this Agreement who is selected as a member of any arbitration panel relative to the determination and conditions of a Collective Bargaining Agreement or relative to any grievance arising under the Agreement between the City and the Local 2748 shall be allowed time off without the requirement to make up said time for attendance at any session or meeting of any such arbitration panel.

**SECTION 6. REIMBURSEMENT FOR EDUCATIONAL EXPENSES**

The City of Warwick agrees to reimburse any employee covered by this Agreement the full cost of tuition and books for any such employee who has attended, with the approval of the Chief of the Department, an approved school relating to Fire Department activities and who has successfully completed such course of study, provided such costs have not been paid for or reimbursed from any other source. The total amount to be reimbursed to all employees of the Department will be limited to the sum of Twenty Thousand (\$20,000.00) Dollars during the contract year.

The City of Warwick agrees that any educational program or school required for the continued certification of rescue officers or rescue drivers shall be paid for in full by the City of Warwick and shall not be deducted from the educational expense benefit hereinbefore provided.

The City agrees to reimburse for educational expenses as follows:

- 1) Courses to be reimbursed at 100% shall be courses listed in the core curriculum of a degree program in Fire Science, Public Administration or Labor Relations at an accredited College or University. Also, professional developmental seminars related to Fire Science, Rescue or Hazardous Material shall be reimbursed at 100% provided such seminars shall have been approved by both the Chief of the Department and the President of Local 2748.
- 2) All other elective courses from accredited institutions shall be compensated at a "pro-rated" amount.

All reimbursement for education expenses will be due at the end of the City's fiscal year for those semesters that ended in the fiscal year. Reimbursement for those courses under number 1 above will be one hundred (100%) percent within the limit of the City's appropriation; and the other courses shall be prorated within the limits of the appropriation, if any exists.

#### **SECTION 6.5 SPECIAL HAZARDS TRAINING**

If any member of the department while off duty, is required or requested to attend any school or seminar for either initial or advanced training, the City agrees to pay the employee at his/her straight time hourly rate of pay, hourly rate being 1/40th of his/her weekly salary, for time spent in actual attendance at the school instructional sessions on days that the employee would normally be off duty. This section shall not apply to individual training courses which are not part of the school training program Personnel who bid positions assigned to Special Hazards One shall attend Hazardous Materials training at their earliest opportunity. This shall occur within one year of assignment unless that training is unavailable during that time period. Training shall be to a level of "Hazardous Materials Technician" as defined by the Warwick Fire Department. In addition to this training, personnel may be required to attend additional specialized training as agreed to by the Chief of the Department and the President of Local 2748.

Personnel who fail to meet these requirements shall have their positions made available for bid at the next available bid session. Personnel may not re-bid these positions until the required qualifications are obtained.

**SECTION 6.5.1. MARINE TRAINING**

If any member of the department is trained in the operation of any marine unit, that firefighter will be placed on a marine response list for a period of two years. That operator may be required to operate the marine unit during emergencies, as assigned by the Chief. The operator will be trained to the requirements set by the Division of Training.

**SECTION 7. EDUCATIONAL DEVELOPMENT**

The City of Warwick agrees to allow at least four (4) members of the firefighting force (i.e. those employees assigned to actual fire fighting duties time off with pay to attend the National Fire Academy for a period not to exceed seven (7)days.

The City of Warwick further agrees to grant each student that attends the National Fire Academy a sum of money to cover all fees, meals and travel expenses to and from the National Fire Academy. In any such case the total sum of One Thousand (\$1,000.00) Dollars will not be exceeded for this program in any fiscal year.

The mechanics of this program will be agreed to by representatives of Local 2748 and the City of Warwick.

***ARTICLE II***

**SECTION I. VACANCIES PRIVATES' RANKS**

Vacancies in the privates' ranks shall be anticipated so that the division of training can have a pool of recruits from which these vacancies can be filled as they occur. The surplus in this pool can be used to offset the always existent list of sick and injured members. The employees in this surplus pool may be detailed to companies where manpower is short due to sickness, injuries and vacancies.

The foregoing shall not be construed so that the City will use the pool of recruits for

filling temporary vacancies where permanent members of the Department are available for the filling of such vacancies.

## **SECTION 2. TEMPORARY SERVICE OUT OF RANK**

- a. Any employee serving out of rank shall receive the pay of the employee for whom he or she is filling in, regardless of the number of pay increment applicable to that position, provided such service is for a period of one (1) full working day or longer. Service for part of a workday shall constitute service for the full working day so long as the vacancy existed at the beginning of the working day.
- b. In any case where an employee who is serving temporarily out of rank is required to serve out of rank in a higher position, he or she shall be entitled to receive as pay the next highest departmental pay rate over his or her temporary pay rate after he or she has served in such higher position for a period of sixteen (16) working days.
- c. For the purpose of this section, service out of rank shall not be deemed to have been broken by the employee who is temporarily serving out of rank having his or her regular days off.
- d. In any case where an employee serving out of rank contracts an illness or suffers an injury in the performance of his or her duty he or she will continue to receive pay at the rate he or she is receiving while serving out of rank until such time as he or she is able to return to his or her normal duty. In the event an employee so disabled is subsequently placed on pension, his or her pension shall be based on the pay he or she was receiving while serving out of rank.
- e. If any employee is killed in the line of duty while performing services out of rank, any benefit payments which may be due to his or her widow/widower, his or her estate or his or her next of kin shall be based upon the rate of pay of the rank in which said employee was performing services at the time of his or her death.
- f. On all vehicles in the Rescue Division and the Fire Line, if a vacancy occurs above the rank of Lieutenant and the promotional list for the platoon is exhausted and the platoon is not below minimum staffing, the most senior person on the platoon shall fill

the vacancy and be paid the compensation for the rank on which the vacancy occurred.

- g. On vehicles in the Rescue Division, if a vacancy occurs in the rank of Lieutenant and the promotional list for the platoon is exhausted and the platoon is not below minimum staffing, the vacancy shall be filled by Either a private 1<sup>st</sup> class or Rescue Driver, either of whom must have at least two years in grade and must possess a minimum of an EMT-C license. On vehicles in the fire line, if a vacancy occurs in the ranks of Lieutenant and the promotional list for the platoon is exhausted and the platoon is not below minimum staffing, the vacancy shall be filled by the most senior Private 1st class with at least 4 years time in grade at that rank.

### **SECTION 3. TIME FOR FILLING VACANCIES**

- a. In the event of a temporary vacancy in any rank above the rank of Fire Lieutenant or Rescue Lieutenant on a particular platoon, wherever practicable, such vacancy shall be filled at once by the top employee on the promotional list on the particular platoon for the rank in which the temporary vacancy exists.
- b. In the event of a temporary vacancy in the rank of Fire Lieutenant or Rescue Lieutenant on a particular platoon, wherever practicable, such vacancy shall be filled at once by the top employee on the promotional list for lieutenants working on that particular platoon.
- c. In the event of a temporary vacancy in the position of Assistant Fire Marshall, such vacancy shall be filled by the top person on the promotional list for this position. If no list exists, the senior Inspector shall fill this position. In the event of a temporary vacancy in the position of Fire Marshall, the Assistant Fire Marshall shall fill such vacancy. In the event of a temporary vacancy in the position of Superintendent of Fire Alarm, the Chief Lineman shall fill such vacancy.
- d. Where the temporary vacancy to be filled, in accordance with the foregoing provisions, is one created by an employee being on vacation or being absent because of sickness, illness or injury of protracted duration, or any other reason,

the vacancy shall be filled in accordance with the foregoing provisions.

- e. With regards to Sub-Section A and B, in the event the promotional list on a particular platoon is exhausted or the platoon is in a hiring position then the vacancy shall be filled on a rank for rank basis.

#### **SECTION 4 VACANCIES - OFFICERS' RANKS**

- a. Any vacancy in the officers' ranks shall be filled from the appropriate promotional list within twenty (20) days after the vacancy occurs.
- b. Except as thereafter provided, promotional eligibility lists shall remain in effect for a period of two (2) years from the date of their establishment. All promotions shall be made from the top employee on the promotional list.
- c. At least three (3) months prior to any promotional examination for the position of Deputy Chief of Training, Battalion Chief, Rescue Coordinator, Fire Captain, Rescue Captain, Fire Lieutenant or Rescue Lieutenant and for all positions within the Fire Alarm and Fire Prevention Divisions of the Warwick Fire Department, notice of such examination shall be posted on the Fire Department Bulletin Board of each station. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken.

One copy of all source material shall be provided for each fire station for the use of the employees in that station preparing to take such examination.

Any written examination given which does not comply with the provisions of the foregoing paragraph shall be subject to the grievance provisions of this Agreement. The written portion of any promotional examination shall consist of multiple-choice questions. No such examination shall consist of essay-type questions.

The written examination shall be prepared by an outside agency selected by the City from ARCO, Davis IFSTA or similar national testing agency.

All promotional examinations will be divided into three (3) sections, with the following points given for each section:

1. Written examination . . . . . 70 points
2. Seniority: One (1) point for each year on the Fire Department — not to exceed 30 points
3. Experience Points: .....Not to exceed 10 points
  - 2 Points per promotional list made
  - Not to exceed 10 points in each rank
  - No carry over of point from rank to rank

Effective on February 9, 2005, no further Experience Points shall be accrued. However, Experience Points already accrued toward promotion to the next rank shall expire upon promotion to the next rank.

The names of the three (3) individuals receiving the top score on any promotional examination will be posted in all stations and divisions of the Fire Department, showing the points allowed to each portion of the examination. All Fire Department members who took the examination and who placed below the top three (3) scores will be listed in the order of their score, with only their total score shown. All personnel who have taken the examination will be allowed to see their corrected examinations and score of all employees who finished above them in the particular promotional examination.

No employee will be eligible to take the examination for fire lieutenant until such employee has served as a firefighter, grade one (or its equivalent), for a period of at least four (4) years in the Warwick Fire Department. Employees testing for any rank above Lieutenant must have two (2) years in present grade to be eligible to take the examination as of the date the new list goes into effect, which is the cut off date.

Written Examinations shall be conducted as follows:

The material for the examination shall be taken from a maximum of five (5) study sources. The percentage of examination questions to be taken from each study

source shall be posted in advance of the examination. The examination shall be composed of 100 questions.

- d. All promotional examinations shall be corrected in the presence of the employee taking the written examination immediately following the completion thereof. All examinations shall be corrected in the presence of the authorized representatives of Local 2748.
- e. All promotional tests will be given no sooner than seven (7) days from the expiration date of the existing promotional list.  
Only multiple-choice questions will be used on the written examination. True or false questions will not be used.

#### **SECTION 5. OFFICERS SERVING OUT OF RANK**

No officer shall be required to serve, even on a temporary basis, in any rank below his or her or her own.

#### **SECTION 6. RESCUE PERSONNEL**

- a. The employee in charge of a rescue vehicle shall be designated and classified as a Rescue Lieutenant or Rescue Captain. On each Rescue Company one (1) Rescue Officer will be in charge for each of the four (4) platoons. Of the four (4) assigned to each Rescue Company, one (1) Officer will hold the rank of Rescue Captain.
- b. The driver of a rescue vehicle shall be designated and classified as a Rescue-Driver.
- c. The salary of a Rescue Lieutenant and/or Rescue Captain shall be the same as that of a Fire Lieutenant and/or Fire Captain and shall be set forth in Article XI hereof. The salary of a Rescue-Driver shall be five (5%) percent more than his or her normal rate of pay.
- d. Rescue Captains, Rescue Lieutenants and Rescue-Drivers shall be subject to the performance of regular fire-fighting duties.
- e. In the event that an employee assigned to a piece of rescue equipment is temporarily absent, the employee who is designated to fill in shall be compensated for such

position after he or she serves for one (1) full day or more.

- f. In the event of a temporary vacancy in the rank of Rescue Captain or Rescue Lieutenant, wherever practical, such vacancy shall be filled at once by the top employee on the promotional list for Rescue Captain or Rescue Lieutenant, respectively, on the particular platoon.
- g. If any Rescue Captain, Rescue Lieutenant, Rescue-Driver, or Fire Fighter while off duty, is requested or required to attend classes given at any hospital or school for advancement of their skills in rescue work, the City agrees to pay the employee at his or her straight time hourly rate of pay, hourly rate of pay being 1/40th of his or her regular weekly pay, for all time spent during the period that any such class or seminar is scheduled to be given.

The call-back pay provisions of this Agreement shall not apply to this paragraph.

- h. If a Rescue Captain, or a Rescue Lieutenant resigns his or her rank, he or she will still be used as a Rescue Captain or a Rescue Lieutenant until the next promotional list is made. He or she will only be used when all others on the promotional list are being used.
- i. All eligible grade one fire fighters (or its equivalent) with two (2) years in grade and six (6) months assignment to Rescue shall be allowed to take promotional examinations for Rescue Lieutenant positions. (The six (6) month assignment to rescue does not have to be served consecutively).
- j. The position of Rescue Coordinator is created to head the new rescue division. The duties of the Rescue Coordinator shall be those that were adopted by the Board of Public Safety at its December 19, 1988 meeting and included in the rules and regulations of the department. He/she shall receive the pay equal to that of the Deputy Chief, Fire Marshall and Fire Alarm Superintendent.
- k. Specialist Divisions
  - a. The only entry level position for Fire Prevention and Fire Alarm shall be that of Inspector in the Fire Prevention Division or Chief Lineman in the

Fire Alarm Division. An eligibility list for the entry positions will be established via competitive testing following the same guidelines and procedures as for Lieutenant. The City shall fill vacant positions in the Fire Prevention Division when the firefighters' work force is comprised of no less than 208 firefighters in the Fire Department.

- b. Other than Inspector, the only other position to be tested in the Fire Prevention Division is that of Assistant Fire Marshall. Two years in the Fire Prevention Division is required to be eligible.
- c. Once the existing list for Fire Marshall expires, there shall be no further testing for that position; the Assistant Fire Marshall shall be deemed to be the only person eligible for promotion to the position of Fire Marshall.
- d. In the event of a vacancy in the position of Superintendent of Fire Alarm, the Chief Lineman shall be deemed to be the only person eligible for promotion to the position of Superintendent.

### *ARTICLE III*

#### **SECTION 1 DUTIES**

The duties of members of the Warwick Fire Department shall be the prevention, control and extinguishment of fires, the provisions of Rescue Services including emergency medical services, together with the necessary auxiliary, administrative and service functions presently conducted by the Fire Department, and such other duties as are, or may be prescribed by the Board of Public Safety, which are not in conflict with any other provisions of this contract.

All employees hired after April 1, 1979, shall retain an EMT license until retirement. Employees serving in either the Fire Prevention Division or the Fire Alarm Division shall be exempt from this requirement. However, if an employee serving in either the Fire Prevention Division or the Fire Alarm Division, to whom this rule would apply, chooses to return to any "line" position, then said employee shall regain his or her license at the first available course. The cost of that course shall be borne by the employee.

Any employee exempted from licensure by the Chief of the Department prior to January 1, 1999, shall not be subject to this provision.

All employees hired after October 1, 1995, shall retain an EMT-C license until retirement. Employees serving in either the Fire Prevention Division or the Fire Alarm Division shall be exempt from this requirement. However, if an employee serving in either the Fire Prevention Division or the Fire Alarm Division, to whom this rule would apply, chooses to return to any "line" position, then said employee shall regain his or her license at the first available course. The cost of that course shall be borne by the employee.

The above two provisions regarding EMT and EMT-C licenses shall not apply to individuals serving in the Rescue Divisions in jobs that require EMT-C licenses by virtue of their positions.

## **SECTION 2. DETAIL TO OTHER DEPARTMENTS PROHIBITED**

- a. The City of Warwick agrees that members of the Warwick Fire Department, whose duties are as defined in Article III, Section I, shall not be detailed to other departments of the City. The details from one unit to another within the Fire Department shall be the responsibility of the Chief or Assistant Chief(s). This provision of the contract shall in no way restrict the interdepartmental exchanges of service within the City Government in accordance with prior practices.
- b. Employees covered by this Agreement shall not, as a routine matter, but only under emergency situations, be assigned, transferred or loaned to any governmental unit for use as fire personnel, nor shall any employee covered by this Agreement be assigned, transferred or otherwise directed to operate or man any fire equipment or other apparatus other than fire equipment or apparatus owned or operated by the City of Warwick; provided, however, that the foregoing shall not be construed to prohibit the City of Warwick from furnishing mutual aid to other communities in the State of Rhode Island.

### **SECTION 3. FIRE HYDRANTS**

Off-duty personnel called back for shoveling snow from hydrants shall be compensated at the overtime rate of pay hereinafter set forth.

### **SECTION 4. BOAT LAUNCHING**

It shall be the responsibility of the senior officer present to determine whether a boat of the Fire Department should or should not be launched because of existing weather conditions at the scene.

### **SECTION 5. TESTING OF AERIAL DEVICES**

- a. All aerial ladder devices in the Warwick Fire Department shall, on a yearly basis, be inspected and tested for structural integrity and safety through non-destructive test methods such as ultrasonic and magnaflux testing by an independent testing company other than the original manufacturer. A copy of such test results shall be supplied to Local 2748.
- b. All bucket type devices, (Non Firefighting Units), in the Warwick Fire Department shall be inspected and tested every two (2) years by a company who specializes in the repair of such equipment. A copy of the inspection results shall be supplied to Local 2748.
- c. All ground ladders shall be tested annually. A copy of such testing, done by an independent testing company other than the original manufacturer, shall be provided to Local 2748.
- d. All engines shall have pumps tested to the NFPA standard by an independent company or certified tester annually and the results of such tests shall be provided to firefighters.

### **SECTION 6. SAFETY OF APPARATUS**

- a. The Department will not place any apparatus in service that is unsafe to operate.

## *ARTICLE IV*

### **SECTION 1. HOURS**

- a. The regular work schedule for all members of the fire fighting units and rescue units shall be an average work week of forty-two (42) hours, to be worked by a four (4) platoon system, working two (2) ten (10) hours days, two (2) fourteen (14) hour nights and four (4) days off.
- b. The average regular work week for members of other divisions shall not exceed forty (40) hours with the exception of Fire Alarm Operators, whose average regular work week shall not exceed forty-two (42) hours to be worked in the same manner as fire fighters, i.e. two (2) ten (10) hour days, two (2) fourteen (14) hour nights and four (4) days and nights off.
- c. Employees of the Warwick Fire Department who are assigned to the Fire Alarm Division or the Fire Prevention Division will work four (4) ten (10) hour days per week.
- d. Vacancies which cause excess hours to be worked under the provisions of Section 3 of this Article, shall be filled Officer for Officer, Private for Private when there are no available "floaters" on a platoon to fill vacancies. Highest ranking vacancies will be filled first by seniority.

### **SECTION 2. SUBSTITUTIONS**

The right to substitute at any time shall be permitted, provided, however, that permission in writing to substitute must be obtained from the Battalion Chief on duty. A substitution shall be defined as a mutual exchange of time. No other form of compensation shall be allowed.

### **SECTION 3. OVERTIME PAY**

All hours worked in excess of ten (10) hours on any day tour, or fourteen (14) hours on any night tour, shall be compensated for at the overtime rate of pay hereinafter set forth; provided, however, that members of other divisions who normally work shorter tours shall be compensated for hours worked in excess of the normal tour at the

overtime rate of pay hereinafter set forth; provided, however, that members held over for snow removal or other emergency work (not including fire fighting or rescue service work) shall be guaranteed a minimum of one (1) hour overtime pay and all overtime worked in excess of one (1) hour shall be compensated for to the next one-half (1/2) hour; provided, however, that as to employees engaged in rescue work, no overtime pay shall be due and payable for the first fifteen (15) minutes of overtime, but for all time worked in excess of fifteen (15) minutes and less than one (1) hour they shall receive a full hour's pay and all overtime worked in excess of one (1) hour shall be compensated for to the next one-half (1/2) hour.

Overtime shall not be paid any employee held over at a fire already in progress while waiting for relief, but will be paid if no relief is provided.

“Waiting for relief” in terms of time shall be considered as fifteen (15) minutes or less. Compensation for “waiting” in excess of fifteen (15) minutes shall be considered overtime. Compensation for such period shall include the initial fifteen (15) minutes “waiting for relief”.

#### **SECTION 4. CALL BACK PAY**

Employees ordered back for duty shall be offered at least four (4) hours of work at the overtime rate of pay as set forth in Section 5 below, or paid for 2 hours regardless of the time actually worked. Fire Prevention and Fire Alarm employees will receive a minimum of 4 hours pay when called back regardless of time actually worked, unless call back time is within 4 hours of the start of their normal shift (i.e. 5 a.m. call back, shift begins at 7 a.m.; then only entitled to 2 hours call back pay). Employees may be ordered back for duty only by a Chief Officer or Acting Chief Officer.

#### **SECTION 5. OVERTIME RATE OF PAY**

The hourly rate of overtime pay shall be one and one-half times the employee's regular weekly salary divided by forty (40); provided, that in determining the rate of overtime or callback pay for employees who receive a percentage increment over employees of equal rank, such percentage increment shall be considered part of their base pay, and

they shall be paid at the rate of one and one-half times their regular weekly salary divided by forty (40) including such percentage increment.

**ARTICLE V**

**SECTION 1. PARADE AND OTHER DETAILS**

No employee covered by this Agreement shall be compelled to parade or to attend civic functions but may parade and attend civic functions on a voluntary basis without pay.

**SECTION 2. CIVIC AND NON-CIVIC DETAILS**

Details shall be qualified as either civic or non-civic as hereinafter defined. Off-duty members of the Fire Department serving on details of a civic nature shall be compensated at the hourly rate of one-fortieth (1/40th) of their regular weekly salary with a minimum guarantee of four (4) hours' pay in the event a detail requires less than four (4) hours.

Members of the Department serving on special details of a non-civic nature shall be compensated at the rate of time and one-half (1-1/2) the rate applicable to a Firefighter Grade 1 with a minimum guarantee of four (4) hours' pay in the event the detail requires less than four (4) hours. The City shall make every reasonable effort to assure prompt payment to all employees for private details worked.

Members of the Fire Department serving on civic and non-civic details on the following holidays shall be compensated at the rate of double time their regular hourly rate of pay for all such details, with the minimum four (4) hour guarantee in effect. Said Holidays are:

July 3	Christmas Eve
July 4	Christmas Day
October 31	New Year's Eve
Thanksgiving Day	New Year's Day

All details shall be assigned in accordance with the employee's seniority within the Fire Department.

Civic details are defined as details required and paid for by any department of the City Government, including the School Department.

Non-Civic details are those which require a paid detail by individuals or groups not connected with the City Government.

## *ARTICLE VI*

### **SECTION 1. VACATIONS**

All permanent and probationary members of the Fire Department who have been continuously in the employ of the City for at least one (1) year, as of July 1, shall be entitled to an annual vacation of twelve (12) working days with pay during each succeeding year of their employment. All members of the Fire Department who have been continuously in the employ of the City for five (5) years but less than ten (10) years, as of July 1, shall be entitled to an annual vacation of sixteen (16) working days with pay during each succeeding year of their employment. All members of the Fire Department who have been continuously in the employ of the City for ten (10) years but less than twenty (20) years, as of July 1, shall be entitled to an annual vacation of twenty (20) working days with pay during each succeeding year of their employment. All employees of the Fire Department who have been continuously in the employ of the City of Warwick for twenty (20) years or more as of July 1, shall be entitled to an annual vacation of twenty-four (24) working days with pay during each succeeding year of their employment. All members who become employed by the Fire Department between January 1st and July 1st in any calendar year shall be entitled to a vacation of six (6) working days with pay during the calendar year. An employee who retires or resigns during any calendar year prior to his or her taking a vacation shall be entitled to vacation pay in accordance with the above schedule. In recognition of the fact that unusual or emergency situations may arise which might leave the Fire Department

shorthanded during the vacation period, the parties hereto agree that the Chief of the Department shall have the right under such circumstances and emergencies to cancel an employee's vacation, but shall reschedule such vacation at some other time agreeable to the employee involved. No employee covered by this Agreement shall be entitled to more than twelve (12) days of his or her vacation during either the summer period, to wit, June, July, August and September, or Christmas week or vacation weeks for Warwick school children; provided, however, that in special circumstances, the Chief of the Fire Department may, in his or her discretion, grant to any employee, additional vacation time during the months of June, July, August and September, if there is sufficient manpower available to cover the Department.

A minimum of six (6) employees per platoon shall be allowed on vacation during July and August.

Effective January 1, 1996, a minimum of six (6) employees per platoon shall be allowed on vacation during June, July, August and September, and school vacation and Christmas weeks. At other times of the year when manpower is available and no overtime is incurred as a result, a minimum of six (6) employees per platoon shall be allowed on vacation.

#### **SECTION 1.5 VOLUNTARY VACATION ACCRUAL SYSTEM**

There exists a Voluntary Vacation Accrual System, whereby employees have "banked" vacation days. Henceforth, commencing with the year 2002 vacation days, and going forward, no further accrual of vacation days shall be allowed. Employees who have banked vacation days, may choose to use them as follows:

1. For early retirement. The City shall retain the right to fill immediately any positions left open by usage of this option.
2. For the payment as a lump sum, in full, upon retirement, termination, or in the event of death to the employee's widow/widower or to the employee's estate, at the rate of 1/5th of the employee's weekly rate of pay for each day "banked".
3. Employees may use banked vacation days when manpower is available and no

overtime is incurred as a result of taking such vacation days.

**SECTION 2. SENIORITY**

Choice of vacation shall be granted in accordance with the length of the employee's service in the Fire Department by platoon. For vacation purposes the Fire Alarm Division shall draw its vacation separately from the remainder of the Fire Department.

**SECTION 3. PAID HOLIDAYS**

The following holidays shall be paid holidays for all members of the Fire Department:

New Year's Day	Independence Day
Martin Luther King Day	VJ Day (2nd Monday in August)
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Easter Sunday (1st Sunday in April)	Veterans' Day
Memorial Day	Thanksgiving Day
Firemen's Memorial Sunday (2nd Sunday In June)	Christmas Day

Holiday pay shall be one-fifth (1/5th) the employee's weekly salary and shall be paid to each employee over and above his or her weekly salary, whether he or she works the holiday or not.

For contract year 2009-2010 two (2) holiday payments (Martin Luther King Day and Columbus Day) shall be withheld in exchange for two (2) banked holidays. The banked holidays may be used by the members during the normal course of their employment in accordance with the current policy of discharging banked days, or, at the member's option, may be paid out as additional severance upon retirement, or a combination of the two. Whenever banked holidays are paid out at retirement, they shall be paid at the member's rate of pay in effect as of the member's date of retirement.

For contract year 2010-2011 four (4) holiday payments (Martin Luther King Day,

Washington's Birthday, VJ Day (2<sup>nd</sup> Monday in August), and Columbus Day) shall be withheld in exchange for four (4) banked holidays. The banked holidays may be used by the members during the normal course of their employment in accordance with the current policy of discharging banked days, or, at the member's option, may be paid out as additional severance upon retirement, or a combination of the two. Whenever banked holidays are paid out at retirement, they shall be paid at the member's rate of pay in effect as of the member's date of retirement.

For contract year 2011-2012 four (4) holiday payments (Martin Luther King Day, Washington's Birthday, VJ Day (2<sup>nd</sup> Monday in August), and Columbus Day) shall be withheld in exchange for four (4) banked holidays. The banked holidays may be used by the members during the normal course of their employment in accordance with the current policy of discharging banked days, or, at the member's option, may be paid out as additional severance upon retirement, or a combination of the two. Whenever banked holidays are paid out at retirement, they shall be paid at the member's rate of pay in effect as of the member's date of retirement.

## *ARTICLE VII*

### **SECTION 1. CLOTHING ALLOWANCE**

- a. The clothing allowance for all members of the Fire Department shall be EIGHT HUNDRED FIFTY (\$850) DOLLARS per year. Clothing allowance shall be payable during the month of March. An employee must be on the payroll as of March 1 to qualify for payment of the clothing allowance. Effective on July 1, 2013, the clothing allowance shall be ONE THOUSAND (\$1,000) DOLLARS per year.

All uniforms provided by the City shall be "Nomex" or equal to "Nomex".

The City agrees to replace all clothing and protective gear, eyeglasses and dentures of an employee of the Fire Department which may be damaged or destroyed in the line of said employee's duty while on duty or while said employee may be responding to or returning from a call to duty.

b. Protective equipment for new probationary fire fighters shall be ordered prior to the fire fighters being sworn in and reporting for full-time duty. Such equipment shall include minimally:

1. Helmet with eyeshield, strap and frontpiece.
2. Bunker Coat.
3. Bunker Pants.
4. Suspenders.
5. Fire Boots.
6. Hood.
7. Gloves.
8. Gear Storage bag.

c. New recruits shall be paid the clothing allowance when they are hired full time by the fire department after successful completion of the training school.

This payment shall be in lieu of the clothing allowance paid on March 1, so that the employee will receive only one clothing allowance payment per fiscal year.

## **SECTION 2. ADDITIONAL UNIFORMS**

Any employee, upon being promoted to any rank requiring a new class of uniform, shall have one set of the same issued to him or her by the City at its cost and expense. If the City requires a change in the Class "B" uniforms the City will provide the initial four (4) sets of uniforms over and above the regular clothing allowance.

## **SECTION 3. CLOTHING MAINTENANCE ALLOWANCE**

A clothing maintenance allowance of THREE HUNDRED (\$300) DOLLARS will be provided to every employee covered by this Agreement for the cleaning and maintenance of uniforms per year. Effective on July 1, 2013, the Clothing Maintenance Allowance shall be FOUR HUNDRED FIFTY (\$450) DOLLARS per year.

The clothing maintenance allowance will be paid during the month of October. An employee must be on the payroll as of October 1 to qualify for payment for clothing maintenance allowance. If an employee is absent from work due to sick leave, personal leave, injury leave, suspension or unpaid leave for more than 30 days, the clothing maintenance allowance shall be prorated for the year immediately preceding the date of such allowance at the rate of one/fifty second (1/52) of the total amount payable for each week that the employee was absent (including the first 30 days).

## *ARTICLE VIII*

### **SECTION 1. SICK LEAVE**

Sick leave shall be granted at the rate of twenty (20) working days per year accumulative to one hundred forty (140) working days; provided, however, that additional sick leave may be granted at the discretion of the Chief of the Department. During the month of February in each year, the City of Warwick shall cause to be calculated and information made available upon request, each member's present entitlement under this clause. A member's entitlement to accumulated sick leave shall be determined from the date of his or her first appointment to the Department.

Days of absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the employee's sick leave as hereinbefore specified. Days of absence due to injuries and/or illness contracted in the line of duty shall not be subtracted from the employee's days of sick leave hereinbefore specified.

Sick leave shall be recorded at the rate of 1 $\frac{2}{3}$  days per month to every employee employed by the City on the 15th day of any month. If an employee is on sick leave with pay in excess of two (2) consecutive working days, the City may require the employee to be examined by a doctor selected and paid by the City, and the doctor must certify that the employee's sickness prevented said employee from performing the duties of his/her position, before said employee will be credited with sick leave pay.

### **SECTION 2. REASONS FOR SICK LEAVE**

Sick leave for members of the Fire Department shall be granted for the following

defined reasons:

- a. Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his or her present position or for some other position in the Department if said employee is found capable of other work by a qualified physician.
- b. Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine.

### **SECTION 3. PERSONAL LEAVE**

Personal leave, for the following reasons, shall be charged against sick leave:

- a. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee for a period up to forty-eight (48) hours (employees can be required to sign an affidavit stating that there is no possible way to make other arrangements). For the purposes of this Section family is defined as: mother, father, step mother, step father, spouse, child, brother or sister, grandparent, grandchild, mother-in-law, father-in-law, or in cases of other members of the employee's immediate family with the approval of the Chief.

### **SECTION 4. SICK LEAVE PAY UPON RETIREMENT OR DEATH**

In any case where an employee retires or voluntarily terminates his or her employment with the City leaving unused, accumulated sick leave, the City shall pay one-half ( $\frac{1}{2}$ ) of the amount of such accrued, unused sick leave to the employee on his or her retirement or leaving the employ of the City. In any case where an employee dies leaving unused, accumulated sick leave, the City shall pay the full amount of such accrued, unused sick leave to the Executor or the Administrator of his or her estate, or to his or her widow/widower if there be no Executor or Administrator, or to his or her next of kin if there be no widow/widower in accordance with the intestacy laws of the State of Rhode Island.

The amount of unused, accumulated sick leave pay shall be determined by multiplying the employee's most recent daily rate of pay by the number of unused, accumulated

days of sick leave.

**SECTION 4.5 SICK LEAVE PAY UPON DISABILITY RETIREMENT FOR SERVICE CONNECTED DISABILITY**

In any case where an employee retires due to service-connected disability, as set forth in this Agreement, leaving unused accumulated sick leave, the City shall pay one-half (½) of the amount of accrued unused sick leave to the employee upon his or her retirement.

**SECTION 5. BEREAVEMENT LEAVE**

Bereavement Leave for the following reasons shall not be charged against sick leave:

- a.. In the case of the death of a mother, father, spouse, child, brother or sister, grandparent, grandchild, mother-in-law, father-in-law, or in cases of other members of the employee's immediate family with the approval of the Chief, each employee covered by this Agreement shall be entitled to a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased, except in cases where unusual travel distances exist, such period may be extended up to three (3) days or more if needed, and provided further, that in the case of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.
- b. In the case of death of relatives other than as provided in Paragraph (b) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said persons, if the leave is first approved by the Chief of the Department. (Affidavit may be required)

**SECTION 6. PAYMENT FOR UNUSED SICK LEAVE AFTER MAXIMUM ACCUMULATION**

In any case where an employee has accumulated his or her or her maximum sick leave entitlement under Section 1 hereof, he or she shall, at the end of each year, be entitled to be paid for one-half (½) of his or her unused, yearly sick leave entitlement, pro-rated on a monthly basis, not to exceed ten (10) days. Such payment is to be made on the

basis of said employee's daily rate of pay and shall be paid to the employee by the last day of each month.

**SECTION 7. PERSONAL LEAVE DAYS**

All employees shall be entitled to two (2) personal days per year. Such personal days will be deducted from the employee's sick leave and shall be available only when manpower is available and no overtime is incurred as a result of taking such days.

*ARTICLE IX*

**SECTION 1. INJURIES AND ILLNESS**

The City agrees to pay to any injured firefighter who is incapacitated by reason of injuries received or sickness contracted in the performance of his or her duties such amounts and for such periods of time as it is legally obligated to pay.

**SECTION 2. MEDICAL CARE FOR INJURIES OR ILLNESS IN LINE OF DUTY**

Medical care for those injured or who contract illness in the line of duty shall be as follows:

Those members injured or who contract illness in the line of duty whose condition requires admittance to a hospital shall have the right to select a hospital and physician from the staff of that hospital. The choice shall be made by the employee, or if his or her condition prevents him or her from making his or her choice, the choice shall be made by his or her nearest relative who may be available at the time, provided however, that the fees of such hospital and/or doctor are reasonable and consistent with the prevailing rates for such services in the Rhode Island medical community.

In other cases which do not require hospitalization, the employee shall have the right to a specialist of his or her own choice from the staff of a hospital for initial treatment at the hospital and for subsequent treatment at the selected physician's office, provided however, that the fees of such hospital and/or doctor are reasonable and consistent with the prevailing rates for such services in the Rhode Island medical community.

In cases which are of minor nature (minor lacerations, abrasions, contusions, etc.), the

judgment of the resident physician shall be followed regarding the necessity of calling in a specialist.

When an employee has suffered a minor injury which does not require the care of a physician in the line of duty and has been treated by a member of the rescue squad, a report of the injury and treatment shall be made to the Chief of the Department and become a part of the record of the Department. Any subsequent worsening of the injury or of the immediate area of the injury shall entitle the individual to the benefits of this Article.

When an employee has suffered a previous injury and an occasion arises when that injury recurs in any manner, the employee shall be entitled to the immediate examination of the physician who attended him or her for the original injury at the City's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death or from other circumstances, the employee shall have the right to engage a specialist of his or her own choice. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Article; provided, however, that if the City of Warwick questions the decision of such physician, the City shall have the right to have said employee examined by the City's physician, or by a physician selected by him or her. If, in the opinion of the City's physician, or of the physician selected by him or her, the employee is not suffering from a recurrence of such injury, the employee's physician and the City's physician, or the physician selected by him or her, shall jointly select a third neutral physician who shall specialize in the area of medicine involved in the injury which is alleged to have recurred, to examine the employee and the decision of such physician shall be final and binding as to whether or not said employee is actually suffering from a recurrence of the injury. In the event the employee's physician and the City's physician, or the physician selected by him or her, shall be unable to agree upon a third neutral physician, such neutral physician shall be selected, upon the application of either party hereto, by the Executive Director of Rhode Island Medical Association. The Physician so selected by Executive Director of Rhode

Island Medical Association shall be a specialist in the area of medicine involved in the injury which is alleged to have recurred. In all cases herein the examining physician shall base his or her opinion upon reasonable medical certainty.

**SECTION 3. MEDICAL CARE FOR INJURIES ON PRIVATE DETAIL.**

A. Any employee covered by this Agreement who is injured while on any detail to which he or she is assigned, in accordance with departmental procedure, shall be considered as in the employ of the City and shall be entitled to all of the benefits set forth in Chapter 45-19-1 of the General Laws of Rhode Island, 1956, as amended.

The City shall be subrogated to the employee's rights to the extent of payments made by the City pursuant to this Section. If the claim of the employee is one under the Workmen's Compensation Act, the City may pursue said claim in the name of the employee to recover any such payments made by the City.

B. The City of Warwick agrees to pay all expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his or her household when such shots become necessary as determined by the Chief of the Department as a result of said employee's exposure to contagious disease as where said employee has been exposed to said disease in the line of duty.

**SECTION 4. PRESUMPTION OF DISABILITY**

In any case where an employee covered by this Agreement is disabled from performing his or her regular duties as a firefighter because of a heart condition or respiratory ailment, it shall be conclusively presumed that such disability is attributable to his or her employment as a member of the Fire Department; in any case where an employee covered by this agreement is disabled from performing his or her regular duties as a firefighter because of hepatitis B or C, it shall be rebuttably presumed that such disability is attributable to his or her employment as a member of the Fire Department, and he or she shall be entitled to all of the benefits of the ordinances of the City of Warwick. For short-term disabilities under this paragraph, the inability to perform one's duties must be verified by a qualified physician. No period of such disability shall be

deducted from his or her sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

The City agrees to form a three member sub-committee under the Board of Public Safety to review and compose appropriate revisions to disability pension criteria in the Board of Public Safety Rules concerning work related cancer conditions.

## **SECTION 5. LIGHT DUTY**

### **1. Establishment**

Firefighters on O.J.I. (on-the-job-injury) status may be assigned to light duty positions. There shall be no limit to the number of light duty positions in the Department. Light duty positions shall not affect the minimum staffing levels of the Department. These positions shall be filled by employees whose prognosis has been determined by a physician that said employee is expected to fully recover and return to full fire fighting duties or other normal duties, subject to the Provisions of the Collective Bargaining Agreement. Nothing contained herein shall be construed to entitle an employee to a light duty assignment or a specific light duty task. Employees who are found fit for light duty and from whom an application for a pension has been submitted, may be assigned light duty until a decision is reached on the application.

### **2. Type of Work**

The Chief of the Department may assign employees to the following light duty positions: Fire Prevention, Training Division, or other divisions of the Fire Department as selected by the Chief of the Department, assisting the Training Officer, assisting the Supply Officer and performing other similar tasks involved in the ordinary course of business of the Fire Department.

### **3. Hours of Work**

The hours of light duty work shall be the same as the division the employee is

assigned to work.

4. Employee's Eligibility For Light Duty

An employee who is injured and subsequently unable to perform his or her normal duties due to either a service or non-service injury or illness, may, not less than thirty (30) days from the date of injury, be assigned to light duty upon examination and report by a doctor, selected by the City, or, the employee's own physician, subject to the approval of the City that the person is capable of performing light duty, provided the City will not use light duty as a permanent situation, but for those situations where there is an expectation that the employee will at some future date return to full duty. Employees suffering from a non-service injury or illness shall not be required to work light duty.

5. Salary

A person's salary while on light duty shall not be less than that which he or she would have received had he or she continued to perform the regular and ordinary duties assigned to him or her prior to the injury or disability.

**ARTICLE X**

**SECTION 1. RULES AND REGULATIONS**

- a. The City of Warwick agrees to furnish each present employee a copy of the current Rules and Regulations of the Warwick Fire Department and further agrees to furnish to each new employee upon his or her hiring a copy of the Rules and Regulations then existing of the Warwick Fire Department.
- b. The City of Warwick agrees that the Board of Public Safety shall review and revise, where necessary, the Rules and Regulations governing the conduct of the Fire Department and further agrees to permit appropriate representatives of Local 2748 to meet with the appropriate City officials revising said Rules and Regulations in order to make suggestions concerning such revised Rules and Regulations.
  - b. Should any existing rule or regulation or any revised rule or regulation conflict

with any express term or condition of this Agreement, the provisions of this Agreement shall be controlling.

## **SECTION 2. ACCESS TO PERSONAL RECORDS**

The City of Warwick hereby agrees that all employees covered by this Agreement shall have the right to inspect their service jackets and personnel records at reasonable times, during normal hours of the Administrative Office, so that the employee will at all times know the contents of such service jacket and personnel records.

## **SECTION 3. WORKING CONDITIONS**

- a. Members of the Fire department covered by this Agreement shall not be required, while on duty, to perform major structural alterations or major repairs to existing or future fire stations.
- b. The City will provide transportation for any employee who is without prior notice detailed from one location to another or who is temporarily transferred from one location to another during his or her tour of duty.
- c. None of the nine (9) fire engine companies shall be regularly operated in service at any time with less than three (3) employees on the vehicle, one of whom shall be an officer. None of the three (3) ladder companies shall be regularly operated in service at any time with less than two (2) employees on the vehicle, one of whom shall be an officer. None of the four (4) rescue companies shall be regularly operated in service at any time with less than two (2) employees on the vehicle. The Chief of the Department shall have the authority to assign or locate these companies as needed.

On each engine company, ladder and rescue company one (1) officer will be in charge for each of the four platoons. Of the four (4) officers assigned to each engine company, ladder and rescue company one (1) officer will hold the rank of Captain. The Special Hazards Unit shall be regularly operated in service at all times by two (2) employees, one of whom shall be an officer. Effective July 1, 2003, the Special Hazards Unit shall be regularly operated in service at all times by three (3) employees,

one of whom shall be an officer. Of the four (4) officers assigned to the Special Hazards Unit, one (1) officer will hold the rank of Captain.

- d. No apparatus regularly operated in service shall be placed out of service for lack of manpower. All four (4) platoons will maintain minimum staffing levels at all times as follows: 45 employees, including 19 officers. Of the 19 officers there shall be two Battalion Chiefs on duty. Note: Only 1 of the platoon Battalion Chiefs shall be allowed to be on vacation at any time. Effective on July 1, 2003, minimum staffing levels shall increase to 46 employees, including 19 officers.
- e. Any off-duty member of the Fire Department who is required by the City of Warwick to appear in court relating to his or her duties on the Fire Department or while off duty is required by the City of Warwick to prepare any documents, papers or statements relating to such Fire Department activities shall be paid therefore at the rate of time and one-half his or her regular hourly rate of pay, hourly rate of pay being 1/40th of his or her regular weekly salary.
- f. A Warwick firefighter will also be called back to duty and assigned to any out-of-city apparatus in order that he or she may guide that apparatus on any emergency call.

#### **SECTION 4. LIMITATION ON TRAINEE ASSIGNMENT**

Any new employee of the Warwick Fire Department shall receive 18 weeks of training. This training shall consist of, but no be limited to, general training, pump training, driving, aerial operations, EMS training, as well as physical fitness training. The new recruits shall receive a minimum of 2 weeks training as extra personnel on apparatus, supervised by Field Training Officers, before being assigned to fill in for permanent personnel. This eighteen-week recruit school shall not be considered part of the probationary period. Recruits shall not be entitled to any other part of this agreement and shall become third class firefighters only upon successful completion of the training school. All seniority, pension, and other benefits shall commence upon becoming a third class firefighter and shall not be retroactive.

**SECTION 5. TABLE OF ORGANIZATION**

The City agrees to prepare and post on the Bulletin Board of each fire station, a Table of Organization setting forth the organizational structure of the Warwick Fire Department.

**SECTION 6. MEDICAL EXAMINATION**

Every employee forty-five (45) years or older may request a complete yearly physical by a doctor of his or her choice, which examination shall include an electrocardiogram, chest x-ray, complete blood count and urinalysis. Also, said employee may request a treadmill stress test which shall be administered at Kent County Memorial Hospital, Warwick, Rhode Island or any suitable facility designated by the City. The medical report to the City of said physical paid for by the City shall be limited to a report on whether the employee is fit and able to perform the duties of said employee's position.

**SECTION 7. PRINTING OF AGREEMENT**

The City of Warwick will cause copies of this Agreement to be printed and distributed to all employees of the Warwick Fire Department within sixty (60) days following the date of execution of this Agreement. Copies of this Agreement shall be furnished to all new employees by the City within sixty (60) days of their employment. The cost of printing and distributing said copies shall be borne by the City.

**SECTION 8. RETIREE'S PAYROLL DEDUCTION**

A retiree shall be entitled to request and have made payroll deductions as authorized by him or her in such payroll deduction categories as the City permits active employees. Effective July 1, 1987, retirees may purchase Dental Insurance by payroll deduction.

**SECTION 9. PHYSICAL FITNESS**

It is agreed that management and labor shall work together to improve the physical fitness and health of all employees. With that understanding, there shall be a committee of 6 members that shall work to implement the general concepts and programs outlined in the "Fire Service Joint Labor Management Wellness/Fitness Initiative" The goal shall

be to implement the program in this document within three years of the date of this Agreement. The committee shall be comprised of 3 members appointed by the Chief of the Department and 3 members appointed by the President of Local 2748, IAFF.

**ARTICLE XI**

**SECTION 1. SALARIES**

a. Effective July 1, 2012, through June 30, 2015 the base wage salaries of the employees of the Warwick Fire Department shall be as follows:

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	<b>1/1/2012 to 6/30/15 (see note)</b>
Fire Marshall	1,798.02
Supt. Fire Alarm	1,798.02
Deputy Chief of Training	1,798.02
Rescue Coordinator	1,798.02
Battalion Chief	1,667.92
Captain	1,464.37
Rescue Captain	1,464.37
Lieutenant	1,356.92
Rescue Lieutenant	1,356.92
Firefighter Grade 1 (after two years of employment including probationary year)	1,218.43
Firefighter Grade 2 (after one year of employment including probationary year)	958.90
Firefighter Grade 3 (during first year of employment - probationary year)	879.14

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Note: For the year beginning July 1, 2014, there is a salary re-opener provision based upon then existing economic conditions.

b) Privates who work in Fire Alarm for a period of one (1) year shall be identified as fire alarm operators or technicians.

Privates who work in the Fire Alarm or Fire Prevention Divisions for a period of

six (6) months shall receive as salary a Lieutenant's rate of pay.

Any private so qualified who is transferred from the Fire Alarm Division or Fire Prevention Division and is subsequently re-transferred back to the Fire Alarm Division and Fire Prevention Division and has not served out of said Division for a period of two (2) years or more, shall receive his or her prior grade of pay, without further time.

Any private being re-transferred, as aforesaid, who has served out of the Fire Alarm, or Fire Prevention Division for a period of two (2) years or more, shall receive the lowest grade of pay in that Division with no credit for his or her prior years of service in said Division towards seniority.

- c) During the term of this Agreement the Assistant Fire Marshall shall receive at least a Captain's pay.
- d) No officer in the Fire Department shall, at any time, be compensated at a Private's rate of pay; nor shall the rate of pay of any employee covered by this Agreement be reduced during the term hereof, so long as said employee is performing the work of his or her position.
- e) For those employees who successfully pass a written test and are transferred into the Fire Alarm or Fire Prevention Divisions, they shall be paid at the rate of pay of Lieutenant.
- f) All percentage salary supplements under this Agreement shall be considered as part of such employee's regular salary for all pension purposes.
- g) The City agrees that the rates of pay for the positions herein before set forth shall not be increased unilaterally during the term of this Agreement.

## **SECTION 2. STEP PAYMENTS**

Each regular, permanent member of the Fire Department shall be entitled to step payments (formerly call Longevity) after he or she has served as a member of the Fire Department for a period of five (5) years, including his or her year of probation.

Payments for steps shall be in accordance with the following schedule and will be added to the member's annual salary so as to be included in his or her annual salary for retirement pension purposes.

Any member entitled to step payments shall be paid those payments weekly

**STEP INCREASES (Formerly called Longevity)**

Effective July 1, 2005, the Step payment schedule will be as follows:

As of employee's anniversary date	
Commencement of Employment to and including fifth (5th) year Including probationary period	0.0%
Sixth (6th) year to and including twelfth (12th) year	8.5% of salary
Thirteenth (13th) year to and including seventeenth (17th) year	9.5% of salary
Eighteenth (18th) year to and including twentieth (20th) year	11.5% of salary
Twenty first (21st) year to and including twenty fourth (24th) year	12.5% of salary
Twenty fifth (year) to retirement	13.5% of salary

***ARTICLE XII***

**SECTION 1. GRIEVANCE PROCEDURE**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjudication of alleged grievances, involving the interpretation, application or alleged violation of the provisions of this Agreement and/or the rules and regulations of the Fire Department.

## **STEP ONE**

When an employee feels he or she has a grievance he or she shall file the grievance in writing with the Executive Committee of Local 2748 within ten (10) days of the date of occurrence of the alleged grievance. If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall, through the President of Local 2748 or his or her designee, bring the grievance to the attention of the Chief of the Fire Department in writing not later than thirty (30) days from the date of the receipt of the grievance. The Chief of the Fire Department shall meet with the President of Local 2748 or his or her designee within fourteen (14) days of receipt of the grievance from the Executive Committee of Local 2748. If either party feels it necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Fire Department and the President of Local 2748 or his or her designee for the purpose of testifying on the grievance.

In addition to the foregoing procedure, Local 2748 shall have the right to bring a grievance on behalf of any employee or on its own behalf. In such case, a grievance shall be presented directly to the Chief of the Fire Department in writing within thirty (30) days of the date of the occurrence of the alleged grievance. The Chief of the Fire Department shall meet with the President of Local 2748 or his or her designee within fourteen (14) days of receipt of the grievance from the Executive Committee of Local 2748. The Chief of the Department shall render a written decision within fourteen (14) days of time set for a meeting.

## **STEP TWO**

If the Local is not satisfied with the decision of the Chief, it may notify the Mayor's Office within seven (7) working days of receipt of the Chief's written decision that it desires to process the grievance further. The Mayor, or his or her designee may render a decision at Step Two, or may forward such grievance to the Board of Public Safety for a decision. If the Mayor agrees to render a decision in his/her office, a meeting relative to the discussion of the grievance will be scheduled and held within thirty (30) days, otherwise, the Board of Public Safety must hold a meeting on said grievance within

thirty (30) days.

### **STEP THREE**

If the Local is not satisfied with the decision of the Mayor or Board of Public Safety, it shall notify the Board in writing within seven (7) working days of the receipt of the written decision that it desires to process the grievance further.

In such an event, an Arbitration Committee shall be formed for the purpose of arriving at a final resolution of the grievance. This Committee shall be composed in the following manner.

The Chief of the Warwick Fire Department or person designated by him or her as his or her representative; the President of Local 2748 or person designated by him or her as his or her representative; a third disinterested person who shall be agreed upon by the first two members. If the agreement cannot be reached on the third member within ten (10) days of the decision to follow this procedure, either member of the Arbitration Committee shall request the assignment of an Arbitrator by the American Arbitration Association who shall act as the third member of the Arbitration Committee. The Committee as finally composed shall meet within fifteen (15) days of the appointment of the third member of the Committee and shall conduct hearings on the grievance and shall render its decision in writing within thirty (30) days from the conclusion of such hearing. The decision of the Committee shall be final and binding upon all parties to this agreement.

All cost and expenses of the Arbitration shall be shared equally by the parties hereto. In all cases that any reviewing authority fails to render his or her decision within the time limits set forth, the grievance shall proceed as if such decision has been made by the reviewing authority unfavorably to the Local.

Any and all disciplinary action taken pursuant to the Rules and Regulations of the Warwick Fire Department shall be subject to review in accordance with the provisions of Step Two of this grievance procedure.

No employee shall be suspended without pay in the first instance for more than fourteen (14) days. Within said fourteen (14) day period, the employee shall have his or her case heard and a decision rendered by the Board of Public Safety. If the charges are dismissed, the employee will be reinstated with back pay. If the charges are upheld by the Board of Public Safety, and Local 2748 seeks review of the decision through the arbitration provision of this agreement, the Board of Public Safety may either order the employee back to duty or may place the employee on administrative leave, with pay, until such time as the arbitration panel renders its decision.

The City and the Union shall form a committee to study the use of expedited arbitration in discipline and discharge cases no later than December 31, 2002.

### ***ARTICLE XIII***

#### **SECTION 1. MEDICAL INSURANCE, PHYSICIAN'S SERVICE**

Effective on July 1, 2012, all employees shall contribute a co-pay of 20 percent for the expense of any premium and/or self-funded health insurance coverage (See Exhibit A for details).

- a. The City agrees to provide primary health insurance coverage, including family coverage for eligible employees, under the plan known as Healthmate 2000 Coast to Coast, or a similar comparable health insurance plan whose benefits shall be comparable to those listed in Exhibit A attached hereto. The City shall also provide secondary health insurance coverage under the Rhode Island Hospital Service Corporation (Blue Cross Classic) in its Semi-Private Plan and the full cost of family coverage under the Blue Shield plan "100" and the full cost of family coverage under the Blue Cross Major Medical plan with coverage for \$1,000,000.00 with the Managed Benefit Program (MBP) for the period from 7/1/99 to 6/30/2002 for all employees covered by this Agreement subject to the rules and regulations of those corporations. From 7/1/99 to 6/30/2002 if the City desires to insure such benefits with a private insurance carrier, the benefits, which are listed in Exhibit B attached hereto, will be at least equal to those provided by the foregoing plan. In the case of an unmarried employ-

ee, the City agrees to assume the full cost for individual members under such plans. Effective July 1, 1989, the major medical rider increases from \$250,000 to \$1,000,000 and 120 days increased to 365 days, and a prescription benefit plan will be added. Employees covered by the secondary coverage as listed above will be allowed to remain in that plan unless they switch to the primary coverage. However, no employee, including new employees, may enter the secondary coverage plan after 7/1/99.

- b. Commencing July, 1980, the City shall amend its Blue Cross Classic coverage to include the student rider to age twenty-five (25); the cost to be borne by the City.
- c. Commencing July 1, 1981, the City shall provide and pay for, at its expense, Delta Dental (or equivalent) Level I, family or individual coverage as the employee may select.

Commencing October 1, 1982, the City shall provide and pay for, at its expense, Delta Dental (or equivalent) Level II, family or individual coverage as the employee may select.

Commencing January 1, 1984, the City shall provide and pay for, at its expense, Delta Dental (or equivalent) Level III, family or individual coverage as the employee may select. The City shall provide and pay for, at its expense, dental insurance coverage provided by an insurer of the City's choice, providing said insurance is similar in coverage to Delta Dental Level III, family.

- d. Commencing January 1, 1983, the City shall provide and pay for, at its expense, the Blue Cross - Blue Shield medical emergency rider for full family or individual coverage as the employee may select.
- e. Commencing January 1, 1986, the City shall provide and pay for, at its expense, Delta Dental (or equivalent) Level IV Family, ONE THOUSAND DOLLAR (\$1,000.00) limit.

In addition, the City shall increase the limit of coverage on Level I, II and III, Family or Individual, to TWO THOUSAND DOLLARS (\$2,000.00) per calendar year.

- f. Commencing July 1, 1986, the City shall provide and pay for, at its expense, the Blue Cross-Blue Shield Vision Care Rider for Full Family or Individual Coverage as the employee may select.
- g. The City shall provide and pay for, at its expense, Blue Cross - Blue Shield medical insurance with Managed Benefit Program (MBP) starting 7/1/87-6/30/88, for all employees who retire from the Department after July 1, 1983, for family or individual coverage as the employee may select, until such time as said employee or his/her spouse shall become eligible for Medicare or until such time as said employee or his/her spouse obtains equal or better coverage. Effective July 1, 2002, retirees and their spouses, upon attainment of age sixty-five (65) shall be enrolled in Blue Cross Plan 65 with regulation 46 and major medical part B (prescription drugs, etc.) with an additional policy to maintain family coverage as needed. Upon submission of proof of enrollment in Medicare in June and December of each year, the City shall reimburse the part B Medicare cost to retirees.
- h. For all employees retiring on or after July 1, 1994, the City agrees to allow such retirees to purchase, at their own expense, the Medicare Supplement Plan known as Plan 65 through the City's plan. Such purchases may be deducted from the retiree's pension payments.

**SECTION 2. LIABILITY INSURANCE**

The City agrees that any employee who is called back to duty shall be considered for all purposes as in the employ of the City from the time the employee received the call back to duty until he or she is officially released from duty by his or her superior officer.

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 or her duties as an employee of the Warwick Fire Department, the City of Warwick 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 under this

section if it determines that the employee acted outside the scope of his or her employment.

**SECTION 3. LIFE INSURANCE**

If at any time the City of Warwick amends the present ordinance providing for life insurance of FIVE THOUSAND (\$5,000.00) DOLLARS for any employee of the Fire Department who may be killed in the line of duty downward, the City hereby guarantees by this provision to pay said employee's designated beneficiary a death benefit equal to FIVE THOUSAND (\$5,000.00) DOLLARS.

In the event of the death of an active duty or retired employee, his/her spouse will be provided with any health or dental insurance to which he or she was eligible to receive prior to the employee's death. If the widow/widower remarries or has comparable health insurance coverage available elsewhere, this provision shall not apply.

**SECTION 4. TERM LIFE INSURANCE**

Commencing July 1, 1996, all employees covered by this Agreement shall be insured by the City for a Term Life Insurance Policy in the amount of FIFTY THOUSAND (\$50,000) DOLLARS, the premium thereof to be paid by the City. Also, effective July 1, 1996, the City shall allow retirees to purchase said insurance through a deduction from their pension check, at the retiree's cost as determined by the City's term life insurance carrier.

This policy shall be in addition to the Life Insurance provided for in Section 3 above.

***ARTICLE XIV***

**SECTION 1. PENSION PAYMENTS**

- a. In the event contributions by the members of the Fire Department to the present pension system are increased beyond the six (6%) percent contribution during the term hereof, the City of Warwick agrees to pay the difference between said six (6%) percent and the increased percentage, provided the Pension Fund benefits have not been increased over those presently in force on the date of this Agreement. Upon

the plan being qualified by Internal Revenue Service and due to benefit improvements granted on July 1, 1989, the employee contribution will be increased from the aforementioned 6% to 7%. The seven (7%) percent contribution rate will be the sole responsibility of the employee. Effective on July 1, 2005, the contribution shall be increased to eight (8%) percent, and shall be reduced to 7% on September 19, 2005.

- b. The City agrees to amend the pension plan under City code, Article IV as of the date of this agreement as set forth in Section 7-76 (a) and (b) of the said article as it is written as of the date of this agreement and which is incorporated herein and made a part of hereof.

## **SECTION 2. VESTING**

### **1. Vesting**

Upon the completion of ten (10) years of service, an employee shall become vested in the pension and at that time shall be eligible for a benefit of 25% of his or her highest salary while employed.

### **2. Payments**

Payments of said pension shall commence upon the date that the employee would have completed 20 years of service under the provisions of the pension ordinance, had the employee continued as a member of the Fire Department.

### **3. Employees With More Than 10 Years Of Service**

Any employee who retires with more than 10 years of service, but less than 20 years of service, shall be eligible for a benefit at the percentage of his or her highest salary as follows:

<u>Completed Years Of Service</u>	<u>Percentage Of Highest Salary</u>
11	27.5
12	30.0
13	32.5
14	35.0
15	37.5
16	40.0
17	42.5
18	45.0
19	47.5

4. No Other Benefits

Employees with less than 20 years of service who retire shall not receive paid health insurance coverage and there will be no escalation of pension benefits when salary increases are granted to active members of the Fire Department.

5. Optional Retirement Benefits for Employees Hired Before May 28, 1992.

Effective July 1, 1996, employees who were hired prior to May 28, 1992, may elect to retire under the provisions of Section 5 of this Article. Once such an election is made, it is irrevocable. The City will arrange to modify the pension ordinances to reflect the availability of this option.

**SECTION 3. NOTICE FOR RETIREMENT**

Any qualified employee wishing to be placed on normal service connected pension will be required to give written notice to the Chief of Department no less than thirty (30) days in advance of the date of retirement.

**SECTION 4. BENEFIT IMPROVEMENTS**

a. Military Buy Back after 20 years of service at Actuarial Value.

- b. 1% for each additional year of service between 20 and 30 to a maximum pension of 60% in lieu of 25 to 30 years at 2% to 60% maximum.
- c. Full Escalator at 20 years of service instead of 25 years.
- d. 66 $\frac{2}{3}$  % Disability Pension for all Heart, Respiratory, and Cancer disabilities and a Social Security qualified disability at time of pension application. For the Social Security Qualified Disability Pension, if the employee is not qualified at the time of retirement, but has an application filed with the Social Security Administration before his or her retirement, then the employee shall be placed on a 50% pension, or at a rate computed with the employees service time, whichever is greater, and at the time of qualification by the Social Security Administration, the employee's pension shall be increased from the amount being received to 66  $\frac{2}{3}$ % and the employee shall receive the difference between the amount received and 66  $\frac{2}{3}$ % retroactive to the date of placement on the pension roll. All other types of service disability applications received after July 1, 1989 will be at 50% or at a rate computed with the employee's service time, whichever is greater. Employees who are entitled to a pension percentage higher than 66 $\frac{2}{3}$  % based upon their creditable service shall receive the higher amount.

#### **SECTION 5 PENSION - SECTION II**

Section II of the firefighters' pension shall apply to all employees hired after May 28, 1992, Section II of the pension plan shall include, and the current pension ordinances of the City shall be modified, to reflect the following concepts:

- Non-Service related disability - same as Section I
- Widows and survivors benefits - same as Section I
- Income Offset - same as Section I
- Retirement after 20 years - 50%
- Retirement after 30 years – 75% (2% per year from 21 to year 25, and 3% per year from 26 and 30 years of service not to exceed 75% total.

- No smoking as a condition of employment
- Mandatory physical fitness program for all employees hired after May 28, 1992
- Age at hiring - no less than 21 years of age and no greater than 30 years of age
- Pension benefit based on the last three years of service. Effective January 1, 2005, pension benefits will be based upon the last year of service, which benefits shall be calculated by using daily pro-ration.
- Any employee retiring between July 1, 2005, and September 18, 2005, shall have his or her pension calculated at 50% of creditable income for 20 years of service plus 3% for each year of service between years 21 and 30 to a maximum of 80% (pro-rated daily for partial years of service). After September 18, 2005, no employee shall retire at a percentage higher than 75%.
- COLA capped at 3% annually
- 66⅔% for job-related disabilities of heart, lung, cancer and Social Security qualified disabilities in the same manner as prescribed in Section 4 (d) above.
- Conclusive presumption language as in the present collective bargaining agreement
- Funding for Section II Pension shall be 1/3 of the cost by the employee and 2/3 by the City. The initial contribution is expected to be 11% by the employee and 22% by the City.

## *ARTICLE XV*

### **SECTION 1. NO STRIKE CLAUSE**

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions, in accordance with past practices within the Fire Department, and other benefits conferred by this Agreement, Local 2748, for itself and for all employees covered by this Agreement hereby agrees that no employee covered by this Agreement shall have any 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, it will

immediately notify such employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any employee engaging in any strike shall be subject to immediate dismissal by the City without any right to any of the benefits provided for under this Agreement.

## *ARTICLE XVI*

### **SECTION 1. LAYOFF OF EMPLOYEES**

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 on a strict seniority basis; that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first employee to be laid off and so on until the number required to be laid off has been met.

## *ARTICLE XVII*

### **MISCELLANEOUS PROVISIONS:**

1) Effective on July 1, 1999, the City and the union agree to the following:

- There shall be established a Training Division. The head of this Division shall hold the rank of Deputy Chief of Training. In the event that no Fire Battalion Chief applies for the position of Deputy Chief of Training, that position will be open to applicants from the rank of Fire Captain.
- Due to added duties and responsibilities, the current Deputy Chief of the Department will now be the Assistant Fire Chief. The Assistant Fire Chief will not be a member of the collective bargaining unit. The position of Deputy Chief of Training shall be in the collective bargaining unit.

2) A Committee shall be created consisting of the Fire Chief (or designee), the Union President (or designee), the Council President (or designee), the Finance Director (or designee), the DPW Automotive Chief, and one member of the public appointed by the Mayor. The purpose of this committee will be to conduct a study of fire apparatus replacement issues. This committee will submit a report on the study to the

Mayor and City Council no later than March 26, 2006.

- 3) The City agrees to submit legislation to the City Council which would change the City's Ordinances to reflect that any employee retiring between July 1, 2005, and September 18, 2005, inclusive, shall have his or her pension calculated at 50% of creditable income for 20 years of service plus 3% for each year of service between years 21 and 30 to a maximum of 80% (pro-rated daily for partial years of service). After September 18, 2005, no employee shall retire at a percentage higher than 75%.
- 4) There shall be a captain of training

### *ARTICLE XVIII*

#### **SECTION 1. DURATION OF THIS AGREEMENT**

Duration of this agreement shall be for a term of thirty six months commencing on the first (1st) day of July, AD 2012 and ending on the thirtieth (30th) day of June, AD 2015.

In the event a new contract is not executed prior to the expiration of this Agreement, this Agreement and all of its terms and conditions will remain in full force and effect until a new written contract is executed; provided, however, that the foregoing shall not prohibit any provision in a new contract from being retroactive to the first (1st) day of July, AD 2015.

IN WITNESS WHEREOF, the City of Warwick has caused this instrument to be executed and its corporate seal to be affixed by Scott Avedisian, its Mayor, as of the day and year first above written, and the said Local 2748 has caused this instrument to be signed by its President, and its Secretary respectively thereunto duly authorized, as of the day and year first above written.

In the presence of:

CITY OF WARWICK

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MAYOR

LOCAL 2748, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE PRESIDENT

## EXHIBIT A

### GENERIC LIST OF MEDICAL BENEFITS FOR PRIMARY HEALTH INSURANCE COVERAGE (See Article XIII)

The primary health insurance shall include benefits comparable to those listed below. The primary health insurance plan shall provide coverage throughout the United States and shall include at least 5,000 hospitals and at least 500,000 providers nationwide. The term "within network" below refers to providers who participate in the plan. The term "outside network" refers to providers who do not participate in the plan.

<b>Benefit</b>	<b>Within Network</b>	<b>Outside Network</b>	<b>Note:</b>
<b>Office Visits</b>	100% less \$10 co-pay	100% less \$10 co-pay	Limited to 12 chiropractic visits. Allergists and dermatologists - \$15 co-pay
<b>Walk-in treatment centers</b>	100% less \$10 co-pay	100% less \$10 co-pay	Non-emergency urgent care
<b>Preventive Services</b>	100% less \$10 co-pay	100% less \$10 co-pay	Includes gynecological visits, pap smears, mammograms and routine physicals
<b>Pediatric Preventive Services</b>	100% less \$10 co-pay	100% less \$10 co-pay	Includes routine physicals, lab work and immunizations.
<b>Prescription Drugs</b>	20% employee co-pay	%50 employee co-pay	Maximum annual expense of \$300 per each employee and/or family member
<b>Emergency Room</b>	\$100 co-pay (waived if admitted within 24 hours)	\$100 co-pay (waived if admitted)	For accidents and life threatening emergencies only.
<b>Hospitalization</b>	100%	100%	Unlimited days at general hospital, 45 specialty days per year.
<b>Outpatient Medical &amp; Surgical Care (Facility &amp; Physician Services)</b>	\$15 (individual; \$10 (group))	\$15 (individual; \$10 (group))	Up to 20 visits per year
<b>Obstetrical Services</b>	100%	100%	Pre-natal, delivery and post-natal care
<b>Lab Tests &amp; X-rays</b>	100%	100%	Check with Customer Relations before seeking this kind of care
<b>Routine Eye Exam</b>	100% less \$10 co-pay	100% less \$10 co-pay	Limited to one annually
<b>Physical/Occupational Therapy</b>	100%	100%	Hospital-based therapist; following a hospital stay
<b>Ambulance, Private Duty Nursing &amp; Durable Medical Equipment</b>	80%	80%	Some restrictions. Contact Customer Relations
<b>Home Care &amp; Hospice Care</b>	100%	100%	In lieu of hospitalization. Includes doctor, nurse and home health aide visits
<b>Inpatient Mental Health Care</b>	100%	100%	Limited to 45 days per calendar year, or 90 days for serious mental illness
<b>Outpatient Mental Health Care</b>	\$15 (individuals); \$10 (group)	\$15 (individuals); \$10 (group)	20 visits per calendar year

<b>Benefit</b>	<b>Within Network</b>	<b>Outside Network</b>	<b>Note:</b>
<b>Inpatient Substance Abuse</b>	100%	100%	Rehabilitation: up to 30 days per year, 90 days lifetime; Detoxification: up to three admissions or 21 days per year
<b>Outpatient Substance Abuse</b>	\$15 (individuals); \$10 (group)	\$15 (individuals); \$10 (group)	Limited to 30 hours per year plus 20 hours for eligible dependents
<b>Dependent Coverage</b>	Yes	Yes	Same as subscriber; includes spouse and unmarried, dependent children through age 19, students through age 23.
<b>Organ Transplant</b>	100%	100%	Covered for eligible costs associated with kidney, cornea and homologous bone marrow transplants. This coverage to include heart, lung, heart-lung, liver, pancreas and small intestine transplants.

**Exhibit A Continued** (Article XIII. Section 1. Co-Share Provisions)

**Section 1. MEDICAL INSURANCE, PHYSICIAN'S SERVICE**

Effective July 1, 2012 through June 30, 2015, all active employees shall contribute twenty (20) percent of the annual cost for their health care coverage, in accordance with the following terms and conditions:

Effective July 1, 2012 to June 30, 2013.

Fifty seven dollars and zero cents (\$57.00) for a family plan per week or twenty three dollars and zero cents (\$23.00) for a single plan per week which is the equivalent of twenty (20) percent of the annual cost for the City to provide health care coverage to active employee plan participants determined by the previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs.

Effective July 1, 2013 through June 30, 2014.

Sixty two dollars and zero cents (\$62.00) for a family plan per week or twenty five dollars and zero cents (\$25.00) for a single plan per week which is projected as equal to or more than the equivalent of twenty (20) percent of the annual cost for the City to provide health care coverage to active employee plan participants determined by the expected previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs, provided however, said copay amounts do not exceed twenty (20) percent of the actual annual cost for their health care coverage for any health care coverage plan selected by the employee, as determined by the previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs.

Effective July 1, 2014 through June 30, 2015.

Sixty seven dollars and zero cents (\$67.00) for a family plan per week or twenty seven dollars and zero cents (\$27.00) for a single plan per week which is projected as equal to or more than the equivalent of twenty (20) percent of the annual cost for the City to provide health care coverage to active employee plan participants determined by the expected previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs, provided however, said co-pay amounts do not exceed twenty (20) percent of the actual annual cost for their health care coverage for any health care coverage plan selected by the employee, as determined by the previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs.

## **EXHIBIT B**

### **GENERIC LIST OF MEDICAL BENEFITS FOR SECONDARY HEALTH INSURANCE**

#### **COVERAGE (See Article XIII)**

##### **I. Hospital Services**

Full coverage for 120 days in a semi-private room in any general hospital in the United States. Effective 7/1/89 - 120 days increased to 365 days.

##### **Emergency Room**

Full coverage for first visit for services related to traumatic accident, poisoning or specifically noted medical emergency condition within 24 hours in a general hospital. All diagnostic machine tests are covered. A \$100 co-pay is required. Waived if admitted.

##### **Surgical Care**

Full coverage for any medically necessary surgical procedure, including administration of anesthesia by a physician of your choice.

##### **Diagnostic Laboratory & X-Ray**

Full coverage.

##### **Extended Care Benefits**

Admission to an approved facility as a direct continuation of, or as an alternative to, medically necessary hospitalization, under the direction of a physician of your choice. Two days of care available for each day of care remaining of inpatient hospital coverage.

##### **2. Physician Services**

##### **Surgeon**

Covered in full, up to maximum Blue Shield allowance.\*

##### **Assisting Surgeon**

Covered in full, up to the maximum Blue Shield allowance.\*

##### **Physician Anesthetist**

Covered in full, up to the maximum Blue Shield allowance.

##### **Obstetrical Benefits**

Covering in full, including delivery, pre and post natal care, for both individual and

family coverage up to the maximum Blue Shield allowance.\*

In-Hospital Medical Consultants

Covered in full, up to the maximum Blue Shield allowance for one consultation per specialty when requested by the physician in charge of the case.\*

Emergency Room Physician

Covered in full up to a maximum Blue Shield allowance for first visit within 24 hours following the onset of a sudden and serious illness. (Medical Emergency Rider).\*

Visits to Physician's Office

Covered at 80%\*\*

Home Visits by Physicians

Covered at 80%\*\*

Hospital Visits by Physicians

Covered in full for 365 days up to the Blue Shield maximum allowance.\*

Preventive Health Services

Covered at 80%\*\*

Well Baby Care

Covered at 80%

Eye Examinations

Vision Care Plan - Lenses Up to \$20 annual exam Up to \$18 annually - Frames Up to \$12 every 24 months

Hearing Examinations

Examinations covered at 80%\*\* Hearing tests covered in full, up to the maximum Blue Shield allowance.\*

Routine Physical Examinations

Covered at 80%\*\*

Ambulance

Covered at 80%\*\*

Immunizations

Covered at 80%\*\*

3. Mental Health Coverage

Inpatient Hospital

Full coverage for 45 days per calendar year in an approved facility.

### Outpatient

50% coverage after \$200 annual deductible has been met. Lifetime maximum payment of \$20,000 per subscriber.\*\*

#### 4. Chiropractic Services

Provides diagnostic x-rays, lab tests, machines and pathological tests covered in full up to the maximum allowance when performed by a licensed Chiropractor. Approved orthopedic devices, manipulations of the spine, treatments, and chiropractic office visits covered at 80%.\*\*

#### 5. Organ Transplants

Not Covered.

#### 6. Alcoholic Treatment and Substance Abuse

In a licensed approved facility or hospital, 7 days per occurrence, 3 occurrences per calendar year.

### Rehabilitation

Provided for up to 30 days in any 12 month period for rehabilitation services in a licensed accredited facility, under the supervision of a physician; with a lifetime limit of 90 days per subscriber.

### Outpatient

Covered for 30 hours per patient per 12 month period and up to 20 hours aggregate for eligible family members per 12 month period in a hospital or other licensed facility.

#### 7. Out-of-Area Coverage

Covered for eligible services up to maximum Blue Shield allowance.\* Additional benefits may be available under the Major Medical Contract after the \$200 deductible has been met.

#### 8. Prescription Drugs and Medicines

Covered at 80%\*\* Effective 7/1/89 a Prescription Benefit Plan added.

#### 9. Health Education Benefit

Not covered.

#### 10. Pre-Existing Condition Limitation

No exclusions/limitations for hospitalization, surgery, or inpatient hospital care. However, under Major Medical there is a three month (3) exclusion/limitation for charges associated with pre-existing conditions. Under organ transplant there is a seven month (7) exclusion/limitation for charges associated with pre-existing conditions.

11. Dependent Coverage

Spouse and unmarried dependent children through the calendar year in which they turn age 19, or to age 25 if a full-time student in an accredited school.

12. Dental Coverage

Administered by Blue Cross & Blue Shield. Includes students to 25.

13. MBP

The provision of the Manage Benefit Program (MBP) became effective September 1, 1987. (MBP replaces MAP).

NOTES: \* Over 90% of the physicians in Rhode Island have voluntary agreements with Blue Shield of Rhode Island. Under this arrangement, the physician agrees to accept Blue Shield payments for covered services under the Plan 100 program as payment IN FULL.

\*\* *Covered at 80% of the maximum allowable charge after the \$200 individual deductible has been satisfied. Maximum family Major Medical deductible is \$500. Lifetime Major Medical maximum per person is \$250,000 and \$20,000 for out-patient psychiatric care. Effective July 1, 1989 \$250,000 Major Medical Rider increased to \$1,000,000*

**SUMMARY OF BENEFITS: The City shall provide at a minimum the supplemental Health Care Benefits for retirees age 65 and older as listed below. It shall also provide for increase deductibles under the Federal Medicare Part A and B Program as they occur.**

*General Information*

<p><b>Coverage Levels</b></p>	<p>Medicare has two parts:  Part A (hospital) Medicare approved services will apply a \$792 deductible for hospital stay of 1-60 days, \$198 per day co-payment for days 61-90, and \$396 per day co-payment for lifetime reserve days of 91-150 for each benefit period.  Part B (medical) most Medicare eligible expenses are covered after an annual \$100 deductible at 80%* coverage for physicians who accept Medicare.</p> <p>*Unless otherwise noted</p>	<p><b>Plan 65</b> is a supplement to Medicare. If Medicare does not provide coverage for a specific service then Plan 65 does not allow either. Plan 65 pays the Part A and Part B Medicare deductibles and the 20% co-payments for most Medicare eligible expenses. Exceptions are noted below.  <b>Major Medical (M/M):</b> The major medical program provides coverage for some services (details are listed below). Most covered services are reimbursed after meeting a \$200 annual deductible at 80%* of RI allowance.</p> <p>*Unless otherwise noted</p>
<p><b>Participating Provider Network</b></p>	<p>Providers who agree to accept assignment accept Medicare-approved amounts as payment in full. Members may also choose a physician or supplier who does not accept Medicare or assignment, eligible expenses are covered up to the Medicare reimbursement levels (explained above) and the member is responsible for payment up to the physician charges.</p>	<p><b>Plan 65</b> Not Applicable. Unless otherwise noted below.  <b>M/M</b> Participating providers will accept RI allowance. Members will be responsible for the applicable deductible and/or co-payments for services covered under M/M. Members may also choose to receive treatment from a non-participating provider and still receive coverage at 80% of RI allowance, less any deductibles. The member is responsible for payment up to the physician charges.</p>
<p><b>Preauthorization</b></p>	<p>Not applicable</p>	<p>Not applicable</p>
<p><b>Annual Deductibles</b></p>	<p><b>Medicare Part A</b> \$792 deductible for eligible expenses per benefit period.  <b>Medicare Part B</b> \$100 annual deductible for eligible expenses.</p>	<p><b>Plan 65</b> Not Applicable.  <b>M/M</b> \$200 annual deductible for eligible expenses.</p>

<b>Out-of-pocket maximums</b>	Not applicable	<b>Plan 65</b> Not applicable <b>M/M</b> Not applicable
<b>Lifetime maximums</b>	No dollar maximums. Limitations listed below.	<b>Plan 65</b> Not applicable <b>M/M</b> \$1,000.00 maximum for services. Other limitations noted below.
<b><i>Preventive &amp; Outpatient Services</i></b>		
<b>Office Visits (Personal Physician)</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses. Routine physical exams are not covered.	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. Routine physical exams are not covered. <b>M/M</b> One routine exam per calendar year is covered after meeting the \$200 annual deductible at 80% of RI allowance.
<b>Office Visits (Specialists)</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses. Routine physical exams are not covered.	<b>Plan 65</b> pays the annual Part B deductible and 20% coverage for Medicare eligible expenses. Routine physical exams are not covered. <b>M/M</b> One routine exam per calendar year is covered after meeting the \$200 annual deductible at 80% of RI allowance.
<b>Eye Exams</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses for diagnosis and treatment for diseases and conditions of the eye. Routine eye exams are not covered.	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. Routine eye exams are not covered. <b>M/M</b> routine eye exam is not covered.
<b>Lab &amp; X-Ray</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses. 100% coverage for Medicare approved lab services.	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. <b>M/M</b> Medicare and Plan 65 pay in full. No balance due.

<b>Outpatient Surgery</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses for the doctor and outpatient facility charges.	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. M/M Medicare and Plan 65 pay in full. No balance due.
<b>Prescriptions</b>	Member is responsible for 100% of most prescription drugs.	<b>Plan 65</b> No coverage <b>M/M</b> \$200 annual deductible and a 20% co-payment at participating pharmacies for covered medications.
<i><b>Emergency and Urgent Care</b></i>		
<b>Emergency Room</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses for the facility and doctor charges (co-insurance/co-payment waived if admitted within 1-3 days of the emergency room visit). Not covered outside the United States except under limited circumstances.	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. <b>M/M</b> Medicare and Plan 65 pay in full. No balance due.
<b>Urgi-Centers</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses for the doctor charges. Not covered outside the United States except under limited circumstances (this is not emergency care, and in most cases, is out of the service area).	<b>Plan 65</b> pays the annual Part B deductible and 20% coverage for Medicare eligible expenses. <b>M/M</b> Medicare and Plan 65 pay in full. No balance due.

*Inpatient Services*

<p><b>Hospitalization</b></p>	<p>Member must pay the inpatient hospital deductible and co-payment for each benefit period for Medicare eligible expenses. A benefit period begins the day the member is admitted into a hospital or skilled nursing facility. The benefit period ends when member has not received hospital or skilled nursing care for 60 days in a row. If member goes into hospital after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods a member can have.</p> <p>Days 1-60: an initial deductible of \$792 (inpatient deductible).  Days 61-90: \$198 co-payment each day.  Days 91-150 (reserve days): \$396 co-payment each day. (The 60 lifetime reserve days can only be used once.)</p>	<p><b>Plan 65</b> will pay for the inpatient hospital deductible and the co-payment for Medicare eligible expenses. Upon exhaustion of all Medicare Hospital inpatient coverage including the lifetime reserve days, member is covered up to 90% of all Medicare Part A eligible expenses for hospitalization not covered by Medicare subject to a lifetime maximum benefit of an additional 365 days. Skilled Nursing Care and custodial care are not covered.</p> <p>Days 1-60: an initial deductible of \$792 (inpatient deductible).  Days 61-90: \$198 co-payment each day.  Days 91-150: (reserve days): \$396 co-payment each day. (The 60 lifetime reserve days can only be used once.)  <b>M/M</b> Not applicable.</p>
<p><b>Skilled Nursing</b></p>	<p>Member is responsible for each hospitalization benefit period, following at least 3-day covered hospital stay. There is a limit of 100 days for each benefit period. Must be a Medicare certified skilled nursing facility to receive the following coverage:  Days 1-20: 100% coverage for each day  Days 21-100: \$97 for each day</p>	<p><b>Plan 65</b> and <b>M/M</b> Skilled nursing facilities are not covered. The member is responsible for all deductibles, co-payments, and non-covered services.</p>
<p><b>Inpatient Rehab Facility</b></p>	<p>Considered a hospitalization – Please refer to Hospitalization summary (above).</p>	<p>Considered a hospitalization – Please refer to Hospitalization summary (above).</p>

<b>Organ Transplant</b>	Considered a hospitalization – Please refer to Hospitalization summary (above). Medicare Part B helps pay for heart, lung, kidney, pancreas, and liver transplants under certain conditions.	Considered a hospitalization – Please refer to Hospitalization summary (above).
<i>Behavioral Health Care (Subject to Change)</i>		
<b>Inpatient Mental Health Care</b>	Considered a hospitalization – Please refer to Hospitalization summary (above). There is a 190-day lifetime limit in a psychiatric hospital.	Considered a hospitalization – Please refer to Hospitalization summary (above).
<b>Outpatient/Office Mental Health Care</b>	After annual Part B deductible – 50% coverage of Medicare eligible expenses	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. <b>M/M</b> will provide coverage for the remaining co-payment of Medicare eligible expenses after meeting the \$200 annual deductible.
<b>Inpatient Chemical Dependency</b>	Considered a hospitalization – Please refer to Hospitalization summary (above).	<b>Plan 65</b> and <b>M/M</b> Chemical Dependency services are not covered. The member is responsible for all deductibles, co-payments, and non-covered services.
<b>Outpatient Chemical Dependency</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses.	<b>Plan 65</b> and <b>M/M</b> Chemical Dependency services are not covered. The member is responsible for all deductibles, co-payments, and non-covered services.
<i>Additional Services</i>		
<b>Physical, Speech &amp; Occupational Therapy - Outpatient</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses	<b>Plan 65</b> Pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses <b>M/M</b> Medicare and Plan 65 pay in full. No balance due.

<b>Chiropractic Medicine</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses for manual manipulation of the spine (to correct subluxation, provided by chiropractors or qualified other providers). Routine chiropractic services are not covered.	<b>Plan 65</b> pays the Annual Part B deductible and 20% coverage for Medicare eligible expenses. <b>M/M</b> Routine chiropractic services are covered after meeting the \$200 annual deductible.
<b>Ambulance</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses. (Medically necessary ambulance service.) Air ambulances not covered.	<b>Plan 65</b> pays the annual Part B deductible and 20% coverage for Medicare eligible expenses. Air ambulance not covered. <b>M/M</b> No balance as Medicare and Plan 65 pays in full.
<b>Durable Medical Equipment</b>	After annual Part B deductible – 80% coverage of Medicare eligible expenses	<b>Plan 65</b> pays the annual Part B deductible and 20% coverage for Medicare eligible expenses. <b>M/M</b> No balance as Medicare and Plan 65 pay in full.
<b>Home Health &amp; Hospice Care</b>	Hospice – Member is responsible for part of the cost of outpatient drugs and inpatient respite care. Must receive care from any Medicare certified hospice. Home Health Care – 100% coverage for all covered home health visits. Includes medically intermittent skilled nursing care, home health aid services, and rehabilitation services, etc.	<b>Hospice</b> <b>Plan 65</b> Medicare pays eligible expenses at 100% except limited coinsurance for outpatient drugs and inpatient respite care. <b>M/M</b> will pay for FDA approved prescriptions after \$200 annual deductible and 80%. <b>Home Health Care</b> <b>Plan 65</b> No balance as Medicare pays in full <b>M/M</b> No balance as Medicare pays in full
<b>Eyeglasses &amp; Contact Lenses</b>	Member is covered for one pair of eyeglasses or contact lenses after each cataract surgery (annual deductible applies) otherwise not covered.	<b>Plan 65</b> no coverage <b>M/M</b> no coverage

<b>Hearing Aids</b>	Routine hearing exams and hearing aids are not covered. After annual Part B deductible – 80% coverage of Medicare eligible expenses for diagnostic hearing exams.	<b>Plan 65</b> Hearing aids are not covered. Plan 65 pays the annual Part B deductible and 20% for Medicare eligible expenses for diagnostic hearing exams. <b>M/M</b> Hearing aids are not covered
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