COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

CITY OF PAWTUCKET

AND

PAWTUCKET FIREFIGHTERS/INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1261

JULY 1, 2013 TO JUNE 30, 2016

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COLLECTIVE BARGAINING AGREEMENT

Pursuant to the provisions of the Fire Fighters' Arbitration Act, R.I.G.L. § 28-9.1-1 *et seq.*, this Collective Bargaining Agreement ("Agreement") is made and entered into this 1st day of July 2013, by and between the City of Pawtucket ("City") and Pawtucket Firefighters International Association of Firefighters (IAFF) Local 1261 ("Union").

All references in this Agreement to an "employee," "employees," "member," "members," or "manpower," as well as use of the pronoun "he," are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

The City and Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation, sexual preference, gender identity, or any other prohibited basis of discrimination.

ARTICLE 1

Section 1. Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all uniformed employees of the Department of Public Safety, City's Fire Division ("Division"), and all employees of the Fire Alarm Room, excepting only the Fire Chief, for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the City, the Union, and employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. Union Security

The City agrees not to discharge or discriminate in any way against employees covered by this Agreement for their Union membership or activities. The Union likewise agrees not to discriminate in any way against employees who do not join the Union or who refrain from participating in any Union activities.

Section 3. Dues Check Off

The City agrees to deduct union dues upon receipt of authorization cards from members of the Union and shall forward the same to the Treasurer of the Union as deducted.

Section 4. Agency Shop

All employees covered by this Agreement who choose not to join the Union and who are covered by the terms of this Agreement shall, however, be required to pay the Union an amount of money equal to the initiation fee uniformly required for membership in the Union and a monthly service fee equal to the monthly dues charged members of the Union to defray the costs in connection with the Union's legal obligations and responsibilities as the exclusive bargaining agent for the employees covered by this Agreement.

In addition, any employee covered by this Agreement who chooses not to join the Union shall be required to pay to the Union his proportionate share of any assessment uniformly levied upon all members of the Union in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement and/or any arbitration concerning the interpretation of any provision of this Agreement.

The aforesaid payments shall be payable on or before the first day of each month, and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those employees who are members of the Union. It is further understood and agreed that as a condition of continued employment, all employees covered by this Agreement shall on the 30th day following their appointment as a permanent member of the Division or the effective date of this Agreement, whichever is later, pay the fees established above to the Union, and such employees hereby agree to indemnify the City and hold it harmless from any and all claims, demands and the cost of litigation for any action arising from the Agency shop provisions of this article.

Section 5. Time Off While Performing Union Duties

All employees covered by this Agreement who are officers of the Union shall be allowed time off for official union business, with pay, and without the requirement to make up said time. The Fire Chief may deny this time off in case of emergency situations related to Division activities. However, if any employee is denied such time off and a grievance results in a decision in favor of that employee, the City shall pay said employee full pay for the time lost.

ARTICLE 2

Section 1. Management Rights

Except to the extent there is contained in this Agreement express and specific provisions to the contrary or a duly established past practice in the Division, all authority, power, rights, jurisdiction and responsibilities for the management of the Division are retained and reserved exclusively to the City.

The rights reserved to the City include, but are not limited to, the right to determine the overall budget and mission of the Division; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to direct and supervise employees; to suspend, discharge or otherwise discipline employees for just cause; and issue rules and regulations for the conduct of the Division.

The City shall retain the right to issue, after forty-eight (48) hours written notice to the President, Vice-President or Secretary-Treasurer of the Union, through the Chief of the Division, Rules, Regulations and General Orders covering the internal conduct affecting personnel and general personnel procedures of the Division. Union officials will be permitted to meet with the Director of Public Safety or the Chief of the Division, and they will make themselves available, in such forty-eight (48) hour period, to discuss the changes affecting personnel or general

personnel procedures by the Rule, Regulation or General Order for which notice was given. If agreement cannot be reached between the Union officials and the Division officials, the dispute will be subject to the grievance procedure up to, but excluding, the arbitration step, except in the case of a violation of the forty-eight (48) hour notice provided herein, or in the event that the proposed Rule, Regulation, or General Order violates a specific provision of this Agreement, then resort to arbitration shall be permitted.

ARTICLE 3

Section 1. Seniority

Except as provided in section 2 hereof, all permanent employees covered by this Agreement shall have seniority rights by platoon and by rank within their platoon. With respect to privates, seniority shall be determined by the length of service with the Division. With respect to officers, seniority shall be determined by the length of time in the particular officer's rank.

(a) Permanent transfers to any station, platoon or position within the Division shall prevail by seniority, except for the positions of Fire Prevention Officer, Hazardous Materials Specialist, and Fire Training Officer, which shall be filled in accordance with the qualifications established by the Fire Chief.

(b) The foregoing paragraph (a) shall not be construed to prohibit temporary transfers. Temporary transfers to fill in for vacations or other purposes shall be limited to a maximum of twelve (12) consecutive working days, and no employee with the exception of employees assigned to the transfer pool shall be required to serve consecutive temporary transfer periods (i.e., once an employee has served temporarily in another position, there must elapse at least one (1) full working cycle composed of eight (8) days before he is required to fill in on a temporary transfer).

(c) The qualifications for service in the Rescue Unit shall be such as may be established by State Law.

(d) Seniority shall prevail with regard to days off, holidays and vacations. Any employee may reject a permanent position or benefit at his discretion without the need for any explanation on his part. Further, in the event that an employee shall reject a position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would be applicable. If no employee bids the position, the employee with the lowest seniority shall be required to fill the vacancy.

(e) In the event that more than one (1) private went on the payroll of the Division on the same day, seniority shall be determined between said privates based on their ranking on the eligibility list.

(f) A bid system under which employees may bid for transfers to stations, platoons or positions shall be operated and under the control of the Fire Chief. 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 can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in such cases where the City and the Union 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 Union 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 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 and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

(g) It is understood by the parties hereto that during the trial period a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Fire Chief and the Personnel Director. The form of said progress report shall be substantially the same as is now being used by the Personnel Director.

(h) For the benefit of all employees, the City shall post and maintain on the Bulletin Board at Division headquarters a permanent and up-to-date seniority list, and all future seniority questions shall be resolved in accordance therewith.

(i) The City also agrees to furnish the Union with, and to maintain, an up-to-date seniority list.

(j) All promotional examinations shall be scheduled on the third (3rd) Saturday in March. The Personnel Director shall, before any promotional examination, notify in writing the employees of the Division of the type and form of examination, the source of materials and also the eligibility requirements for the taking of such examination. For any employee who makes out an application and fails to show up for the written portion of the examination for reasons other than leave allowed under article 9, section 2 and article 10, sections 1 and 2, that employee shall pay to the City, through payroll deduction, the cost of the test, which shall be established by the parties on an annual basis and listed on the promotional test application.

(k) Promotions - Promotions to the rank of Lieutenant, Captain, Battalion Chief, Assistant Chief, Rescue Lieutenant and Rescue Captain in the Division shall be made from the top-seeded person on the appropriate promotional list in existence

on the day the vacancy or retirement occurs. When the top-ranked person on the promotional list refuses the position, the next highest ranked person shall be offered the position.

(l) Promotions

All promotional processes commenced prior to July 1, 2014 shall be governed by the terms of the collective bargaining agreement entered into between the "City of Pawtucket and Pawtucket Firefighters Local 4421," effective July 1, 2009 to June 30, 2012. Promotional processes commenced on and after July 1, 2014 shall be governed by the promotional process set forth in this Agreement.

Competitive examinations within the Division shall be subject to the following rules:

1. No member will be eligible to become a Lieutenant until after serving at least eight (8) years of continuous service with the Division including the probationary period.

2. No member will be eligible to become a Captain until after serving at least two (2) years of continuous service with the Division as a Lieutenant.

3. No member will be eligible to become a Battalion Chief until after serving at least two (2) years of continuous service with the Division as a Captain.

4. A. No member will be eligible to become an Assistant Chief unless he/she has served at least two (2) years of continuous service with the Division as a Battalion Chief. The position of Assistant Chief shall become a full-time day position. The work week for the Assistant Chief shall be forty (40) hours per week, Monday through Friday, from 8:00 a.m. to 4:00 p.m.

   B. The position of Assistant Chief shall not be counted toward the minimum manning requirements provided for in article 16, section 2.5 of this Agreement.

5. A member may take a promotional examination if the member will reach the years of service required for his or her rank before the expiration of the current promotional list.

6. Effective July 1, 2014, examinations shall consist of the following:

   The written examination shall be prepared and administered outside the Division by a testing agency agreed upon by both the City and the Union. After the candidates have completed the written examination, the testing agency shall grade it. The testing agency shall thereafter simultaneously submit a copy of the final test scores to both the City and the Union, and

only those employees who have achieved a passing grade of sixty (60%) percent or higher shall be eligible to be placed on the promotional list. At least one hundred twenty (120) days advance notice of the examination and the reference sources shall be given, and reference material shall be provided by the Division, provided that no more than five (5) book sources shall be used to compose promotional examinations.

The Division shall provide one (1) set of required books for every ten (10) applicants. Any fraction of ten (10) applicants shall be considered ten (10) applicants for the purpose of determining the number of sets of books to be provided by the Division. The books shall be kept in the Training Office for the availability of use by applicants. The order of these examinations and evaluations shall be as follows:

(A) Written Examination

(B) After successfully passing the written examination the employee's seniority points shall be added to their score. Each employee shall receive one (1) point for each full year of service with the Division. Those employees with the highest total scores shall be placed on the promotional list in order (i.e., the employee with the highest score shall be Number 1 on the list and so forth).

Promotional lists will stay in effect for two (2) years from the date of certification.

ARTICLE 4

Section 1. Vacancies in Privates' Ranks

Vacancies in privates' ranks shall be reasonably anticipated so that the Division of Training may have an eligibility list of candidates from which these vacancies can be filled if the City determines to fill any of said vacancies, which determination is at the City's sole discretion.

Section 2. Vacancies in Officers' Ranks

The City shall continue to reasonably anticipate and plan for filling vacancies in the officers' ranks and shall have promotional lists available for promotions to the officers' ranks.

Section 3. Time for Filling Vacancies

Vacancies in the officers' ranks shall be filled within thirty (30) days after the date that the vacancy occurs. Seniority in the officers' ranks shall be retroactive to the date the vacancy occurs.

Section 4. Temporary Service Out of Rank

All employees covered by this Agreement who are ordered to assume the responsibilities of a higher rank shall be compensated for such service at the rate of pay paid to that higher rank for all time spent at the higher rank.

When a Lieutenant is absent, the senior private on that particular fire apparatus will be assigned to fill the vacancy and will receive the Lieutenant's rate of pay; provided that the senior private has at least three (3) years of service in accordance with the Division seniority list. In the event the senior private does not so qualify, the Fire Chief shall have discretion in assigning the employee to fill in.

Any employee who is required to fill in on Rescue shall receive the Rescue rate of pay for all time spent in the Rescue Service.

In any case where an employee serving out of rank contracts an illness or suffers injury in the performance of duty, that employee shall be entitled to all of the benefits provided by R.I.G.L. § 45-19-1, including pay at the rate he was receiving while serving out of rank.

ARTICLE 5

Section 1. Duties

The duties of the members of the Division shall be the protection of life and property within the City from fire; the enforcement of all laws, ordinances and regulations relating to fire prevention, fire safety, and fire training; emergency medical services and hazardous materials responses; all as presently conducted by the members of the Division and as presently set forth in the rules and regulations adopted by the City for the management of the Division.

Section 2. Detail to Other Departments Prohibited

The City agrees that members of the Division, whose duties are defined in article 5, section 1, shall not be detailed to other departments or divisions of the City.

ARTICLE 6

Section 1. Hours

The regular work schedule for members of the Fire Fighting Unit and Rescue Unit shall, during the term of this Agreement, be an average workweek of forty-two (42) hours. The work schedule shall consist of a four (4) platoon system, with the four (4) platoons working two (2) consecutive days of ten (10) hours each, two (2) consecutive nights of fourteen (14) hours each followed by four (4) days off.

The regular work schedule for other employees of the Division covered by this Agreement shall be as presently conducted.

All uniformed Fire Dispatchers shall work on a four (4) platoon system, the same as the permanent uniformed employees of the Division. When civilians are hired as fire dispatchers, the hours of work shall be negotiated between the City and the Union.

Section 2. Overtime Pay

All employees of the Division covered by this Agreement shall be compensated for all hours worked in excess of their normal tour of duty at the rate of time and one-half (1½) of their regular hourly rate of pay.

Section 3. Call Back Pay

All employees of the Division covered by this Agreement who are called back for duty shall be compensated for at least four (4) hours at the rate of time and one-half (1½) of their regular hourly rate of pay.

Section 4. Substitution

The right to substitute at any time shall be permitted; provided, however, that permission to substitute on a ten (10) hour shift or a fourteen (14) hour shift must be obtained from the Company Officer affected by the substitution. If permission is obtained from the Company Officer, such Company Officer shall notify the Battalion Chief.

Section 5. Overtime Call Back Provisions (Effective July 1, 1979)

(a) In the event it is necessary to call back employees for overtime, there shall be established department-wide seniority lists by unit which shall be used for such overtime call back and the lists shall be followed in rotation.

(b) Overtime for vacancy coverage shall be equally and impartially distributed in each contract year among qualified employees in each unit who ordinarily perform such work in the normal course of their workweek. Employees who are excused by rejecting the position or benefit of such overtime and employees who are on sick leave shall be charged with the overtime for purposes of equalizing the distribution. No overtime work for vacancy coverage shall be distributed to any employee during the period such employee is on sick leave or injury-on-duty leave until after such employee has notified headquarters that they are returning to active duty.

An employee who is hired after July 1 shall only receive a prorated equalization based on his date of hire.

An employee who is on I.O.D. leave for a total accumulation of more than forty (40) working days during the contract year shall have his equalization of overtime prorated by using as a factor the amount of I.O.D. days exceeding the first forty (40) I.O.D. days.

ARTICLE 7

Section 1. Vacations

All employees who on January 1st of any calendar year have two (2) years of service but less than ten (10) years of service in the Division shall be entitled to a vacation of a minimum of sixteen (16) working days during said calendar year. All employees who on January 1st of any calendar year have ten (10) years of service but less than twenty (20) years of service in the Division shall be entitled to a vacation of a minimum of twenty (20) working days during said calendar year. All employees who on January 1st of any calendar year have twenty (20) years or more of service in the Division shall be entitled to a vacation of a minimum of twenty-four (24) working days during said calendar year. In choosing vacations, there shall be a three-round, vacation-selection process. During each round, all employees who are entitled to a vacation according to the foregoing schedule may elect to choose either a three-consecutive-cycle pick, or a two-consecutive-cycle pick or a one-cycle pick; provided that the total number of days selected in all rounds do not exceed an employee's entire allotment of vacation days for the calendar year. Employees shall receive additional pro-rated vacation pursuant to the above schedule on their anniversary date of employment. All new employees shall be entitled to eight (8) vacation days after six (6) months of employment, eight (8) additional days on their first anniversary of employment and eight (8) additional days after eighteen (18) months of employment. An employee who retires during any calendar year prior to his taking a vacation shall be entitled to vacation pay in accordance with the above schedule. Vacations for all employees of the Division shall be open from January 1st of each year to December 31st of each year.

The vacation schedule shall be established no later than December 15th of any calendar year for vacations to be taken in the following calendar year.

All vacation time provided for hereunder shall be due and payable as of January 1st of each calendar year.

In any case where an employee dies prior to taking vacation, there shall be paid to his estate the remaining unused vacation time. Payment therefore shall be on the basis of the employee's current daily rate of pay. Daily rate of pay shall be determined as one-fifth (1/5th) of the employee's weekly pay.

Vacation time may be accumulated to a maximum of thirty-six (36) working days.

Section 2. Seniority

(a) All vacations in the Division shall be granted by seniority within the platoon. There shall be no more than four (4) employees per platoon on vacation at any given time except with permission of the Fire Chief.

(b) During the three (3) vacation schedule picks for the months of July and August, there shall be no more than five (5) employees per platoon on vacation at any given time except with the permission of the Fire Chief.

Section 3. Paid Holidays

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
R.I. Independence Day	Christmas Day
Memorial Day	Firemen's Memorial Sunday
Independence Day	Employee's Birthday
Victory Day	

Effective July 1, 2011, holiday pay shall be one-fourth (1/4th) the employee's weekly salary and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not.

All holiday pay to which any employee may be entitled shall be paid twice a year on the first pay period following the Thanksgiving Day Holiday and on the first pay period following the Memorial Holiday.

Effective March 1, 2013, all five (5) holidays that were deferred in the parties' 2007-2008 collective bargaining agreement shall be payable to an employee at the time of their retirement, and at their rank and salary at retirement. Payment shall be calculated based on one quarter (1/4) of the employee's weekly salary.

ARTICLE 8

Section 1. Uniform Allowance and Uniform Maintenance Allowance

The City agrees to pay to all employees covered by this Agreement who have completed one (1) year of service the sum of eight hundred dollars ($800.00) per year as a uniform allowance, excluding protective gear which shall be supplied in accordance with the provisions set forth in section 2 hereof.

In addition, the City agrees to pay each employee covered by this Agreement who has completed one (1) year of service the sum of six hundred seventy-five dollars ($675.00) per year as a uniform maintenance allowance.

Both the uniform allowance and the uniform maintenance allowance shall be paid to each employee during the first pay period in the month of July in each contract year.

As to new employees, the foregoing uniform allowance shall be prorated. (For example, if an employee is hired six (6) months after the commencement of the contract year, he would receive one-half (½) of the clothing allowance)

If the City changes the color of the work uniform, the City will pay all affected employees a one-time sum of three hundred dollars ($300.00) for a new uniform.

Section 2. Protective Gear

In addition to the foregoing uniform allowance, the City agrees to provide NFPA-compliant structural firefighting gear including:

Coat	Hood
Boots	Bunker Pants
Fire Helmet	Suspenders
Mittens	Blue reefer coat
Leather Work Gloves	Face Shield

Personal face mask with nose piece for SCBA

For Rescue Personnel:
Winter Jacket
Summer Jacket
Special Rain Gear

The Chief shall reissue protective gear upon inspection when such protective gear is worn, destroyed or mutilated as a result of normal wear and tear or as a result of destruction in the line of duty.

Protective gear for new employees shall be supplied to them on their first day of employment with the Division.

Section 3. Blue Winter Coat

As of July 1, 2002, all members covered by this Agreement shall be issued a blue winter coat.

ARTICLE 9

Section 1. Sick Leave Accrual

Sick leave shall be granted at the rate of fifteen (15) working days per year accumulative to two hundred (200) days. Absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the employee's sick leave as herein before specified. Days of absence due to injuries and/or illness contracted in the line of duty shall not be subtracted from the employee's sick leave as herein before specified.

Section 2. Reasons for Sick Leave

Sick leave for members of the Division 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 present position or of some other position in the Division if said employee is found capable of other work by a qualified physician.

(b) Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee, provided that not more than eight (8) working days with pay shall be granted to employees for this purpose in any one (1) calendar year.

An employee who is granted sick leave for attendance upon a family member shall be eligible for overtime call-back in the next shift pursuant to article 6, section 5. In the event the employee who has taken sick leave for attendance upon a family member is scheduled to be contacted for overtime call-back, the employer shall attempt to contact said employee and he shall be charged with the overtime for purposes of equalizing the distribution whether the employee works the call-back or not. An employee who has taken sick leave for attendance on a family member will not be charged if the leave was taken for reasons associated with maternity or the birth of the employee's child.

Additional leave not to be deducted from sick leave:

(a) Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

(b) In the case of death of a mother, father, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, or brother-in-law, 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. Where unusual travel conditions exist, such period may be extended at the discretion of the Fire Chief.

In the case of employees espousing faiths which have varying and different death customs, leave shall be provided to such employee in accordance with the custom of his particular faith.

(c) In the case of death of relatives other than as provided in paragraph (b) above, such leave of absence with pay shall not be for more than one (1) day to permit attendance at the funeral of said person, if leave is first approved by the Fire Chief.

(d) All sick leave, including short-term sick leave, shall be used only for the purposes authorized by this Agreement and any unauthorized use of sick leave shall constitute grounds for disciplinary action. The City has the right and obligation to make and enforce reasonable rules to ensure the utilization of sick-leave benefits in accord with the provisions of this Agreement. The City shall consult the Union prior to the adoption and promulgation of such rules, which shall not be inconsistent with the conditions of this Agreement, either expressed or implied.

Notwithstanding any of the provisions of this Agreement, either expressed or implied, the City may require a medical certificate or other satisfactory evidence when an absence lasts longer than three consecutive work days. Further, the foregoing shall not limit the City at any time to require a physician's statement or other satisfactory evidence when it has reasonable cause to suspect that sick leave is not being utilized in accordance with the provisions of this Agreement.

In the event that the City requires a physician's certificate or other satisfactory evidence to substantiate the utilization of sick leave in accordance with the provisions of this Agreement, then the employee may submit a medical certificate or other satisfactory evidence to the City, from the employee's own physician at the employee's expense or the employee may elect to be examined by a City-approved physician or other qualified professional, and such examination shall be paid for by the City in the event that said examination is not covered in whole or part by the health care benefits provided in this Agreement. The City shall consult with the Union as to identity and professional qualifications of the City's approved physician or other qualified professional.

Section 3. Sick Leave at Retirement or Death

Upon retirement or death except as provided in article 15, section 9 hereof, any employee of the Division who shall retire or die having unused sick leave shall be entitled to have paid to a deceased employee's estate a lump sum payment equivalent to fifty percent (50%) of his accumulated unused sick leave; said payment to be based upon a daily rate of one-fifth ($1/5^{th}$) of the employee's regular weekly salary at the time of his death or retirement. Each employee is required to furnish on a form provided by the Personnel Division the name or names of the designated beneficiary or beneficiaries of the foregoing death benefit.

Section 4. Sick Leave Incentive

Employees in the Division who, during the preceding fiscal year, have not had any absences due to normal illness shall be entitled to an additional four (4) personal days; employees who have absences due to normal illness of one (1) day shall be entitled to an additional three (3) personal days; employees who have absences due to normal illness of two (2) days shall be entitled to an additional two (2) personal days; employees who have absences due to normal illness of three (3) days shall be entitled to an additional one (1) personal day. (Absences for reasons associated with maternity or birth of employee's child under article 9, section 2 (b) shall be counted as time out under this section.) All employees who earn additional

personal days shall have these earned days added to their Personal days under article 17, section 1.

ARTICLE 10

Section 1. Injuries and Illness

Members of the Division who are injured or who contract an illness in the line of duty shall receive such compensation and medical expense coverage as is provided by § 45-19-1 of the General Laws of Rhode Island, 1956, as amended.

In the implementation of the foregoing paragraph, it is understood and agreed that the employee's medical coverage shall be used first and any excess shall be paid by the City.

Section 2. Medical Care for Injuries or Illness in Line of Duty

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 a physician from the staff of that hospital. The choice shall be made by the employee, or if his condition prevents him from making his choice, the choice shall be made by his nearest relative who may be available at the time, providing it does not conflict with any plan selected by the employee.

In other cases which do not require hospitalization, the employees shall have the right to a specialist of his 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 it does not conflict with any plan selected by the employee.

In cases which are of a minor nature (minor laceration, abrasion, contusion, 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 in the line of duty which does not require the care of a physician, and he has been treated by a member of the Rescue Squad, a report on the injury and treatment shall be made to the Fire Chief and become a part of the records of the Division. Any subsequent worsening of the injury or 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 occasion arises when that injury reoccurs in any manner, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury, at the City's expense. In the event that 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 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 questions the decision of such physician, the City shall have the right to

have said employee examined by the City physician or by a physician selected by the City physician, as to whether or not said employee is actually suffering from recurrence of the injury.

Section 3. Light Duty

(a) Establishment - Employees who suffer a service connected or non-service connected injury or illness and who have been out of work, may be assigned to light-duty positions in the Division. Light-duty positions shall not replace any position on any of the four (4) platoons. Employees on light duty shall not affect the minimum staffing levels of the Division as contained in article 16, section 2.5 Minimum Manpower. These positions shall only be filled by employees who are medically cleared by their physicians. An employee who is on sick leave and has a physician's note allowing for light duty shall be allowed to work light duty provided the employee is capable of doing so.

(b) Type of Work - The light duty position shall be in the Fire Prevention Bureau and the Training Division. Modified duty would no longer exist in the Division.

(c) Hours of Work - Light duty work schedule will be the same work schedule presently worked by employees who are permanently assigned in the Fire Prevention Bureau or the Training Division. The employees shall be allowed to keep all scheduled doctor's appointments, therapy, tests, etc. related to the injury or illness during his/her scheduled hours of work without having to make up time.

(d) Salary and Benefits - The employee's full salary, wages, allowances, etc. and level of benefits shall not be less than what is provided for in the Agreement based on the employee's rank, years of service, certification, marital status, etc.

(e) Maternity - The City and the Union recognize pregnancy as a normal occurrence in a woman's life and therefore establish this policy to implement the provision of temporary alternate non-hazardous duty assignments. When her physician diagnoses an employee as pregnant, she shall immediately notify her immediate supervisor, the Fire Chief, and the City's personnel officer. Employee's assigned to a Line Apparatus, Rescue or Fire Alarm Bureau position shall request a letter from their attending physician addressing the employee's ability to continue in their present assignment. The personnel officer shall provide the employee with an informational packet for her attending physician that includes a description of job duties, responsibilities and conditions. The employee shall be responsible, with advice from her physician, to determine how long she will continue in her assigned position. Light Duty non-hazardous assignments referenced above shall be granted upon written request to the Fire Chief by the pregnant employee.

ARTICLE 11

Section 1. Medical and Dental Benefits

Employees shall receive the health benefits described in "Benefit Booklet, City of Pawtucket Fire Department Group #1187-0009," edition date "HMC2C BB (09-10)," provided, however, that the City agrees to provide the current health and dental benefits, Basic Vision Riders and point of service co-pays in effect as of July 1, 2009. Employees shall contribute on a weekly basis toward the cost of these benefits. An employee's weekly contribution shall amount to 20% of the working rate (however, such amount shall not exceed the amounts indicated in the following chart) and the City shall contribute the balance of the working rate due:

	Maximum weekly contribution	
	For family coverage	For individual coverage
Effective July 1, 2013	$42.69	$21.35
Effective July 1, 2014	$52.69	$26.35
Effective July 1, 2015	$62.69	$31.35

However, the weekly employee contribution amounts scheduled to commence on July 1, 2015 shall be subject to collective bargaining in January 2015 (along with salaries), which may result in positive or negative changes.

The City, at its discretion, may provide alternative health insurance coverage which will provide firefighters with the same level of benefits and service, including benefits for any preexisting condition, as set forth herein. In such cases, the City will consult with the Union prior to changing health care providers.

Any employee may select a substitute health plan, provided that said employee shall be responsible for any sum and/or medical treatment that the aforesaid health benefits do not cover.

In the event an employee elects not to be furnished with medical insurance pursuant to this section, the City will reimburse said employee the amount of one thousand dollars ($1,000.00) for Individual Coverage and three thousand dollars ($3,000.00) for Family Coverage each fiscal year. However, if an employee covered by this Agreement has a spouse who is also employed by the City (including the Pawtucket School Department or the Pawtucket Water Supply Board), and such employee has City-paid medical insurance by virtue of their spouse, and such employee elects not to be furnished with medical insurance pursuant to this section, then the City will reimburse said employee in accordance with following schedule:

	Type of coverage waived:	
Fiscal Year	Family	Individual
July 1, 2013 – June 30, 2014	$3,000.00	$1,000.00
July 1, 2014 – June 30, 2015	$2,000.00	$667.00
July 1, 2015 – June 30, 2016	$1,000.00	$333.00
Subsequent to June 30, 2016	$0.00	$0.00

Those employees who opt not to be furnished with medical insurance shall be allowed at any time to be placed on the medical insurance rolls provided they give thirty (30) days notification and pay back the amount of money that they received on a pro-rata basis.

The City agrees to assume and pay the full cost for family dental coverage. In the case of an unmarried member, individual dental coverage is to be paid in full by the City. The dental coverage to be provided shall be as described in a three-page "Delta Dental of Rhode Island" summary for the City of Pawtucket Fire Department, Group ID 1247-0005, Delta Dental Premier, National Coverage.

All employees shall have the option of obtaining alternative Family or Individual coverage to that offered by the City, with the City paying the equivalent of the existing working rate, and the employee paying any additional premium for the alternative coverage which exceeds the existing working rate.

Employees who retire on or after July 1, 1980 through June 29, 2011, shall continue to receive the present medical insurance plan, family coverage or individual coverage, as the case may be, with the City paying the full cost thereof.

Commencing June 30, 2011, employees hired prior to April 1, 1986, shall also continue to receive the present medical insurance plan, family coverage or individual coverage, as the case may be, with the City paying the full cost thereof, unless the employee is Medicare eligible through other employment, in which case the employee may elect to receive Plan 65 coverage on the same basis as defined below. Employees hired after April 1, 1986, shall continue to receive the present medical insurance plan for the life of the retiree, family coverage or individual coverage as the case may be, with the City paying the full cost thereof, until the employee is Medicare eligible at which time the employee shall receive Plan 65 coverage for the employee, and if married, for his or her spouse, or if the spouse is younger than age 65, individual coverage under the present medical insurance plan, or family coverage under the present medical insurance plan if the employee has dependent children, all for the life of the retiree. The Group Plan 65 coverage described herein shall include the skilled nursing facility rider, the $5/$15/$30 RX coverage with the City reimbursing the Medicare cost for the retiree and spouse for the life of the retiree.

Employees retiring during the term of this agreement shall not be responsible to make a co-payment for retiree medical benefits.

Section 2. Deceased Employees (Widow and/or children)

The City shall pay the full cost of family coverage for the benefits contained in article 11, section 1 hereof, for the surviving spouse (and dependent children) of a deceased employee of the Pawtucket Fire Department whose death occurs as a result of the performance of duties whether said duties are performed on a regular tour of duty or while in the performance of fire duties of an off duty status.

The City shall not be required to pay the coverage in the foregoing paragraph where the surviving spouse of dependent child or children have, either through remarriage, employment, or other circumstances, comparable Blue Cross/Blue Shield coverage, as herein before set forth.

In the event such comparable coverage is no longer in effect, the City will re-institute the coverage herein before provided.

The coverage's hereinbefore provided shall remain in full force and effect for the life of the employee's spouse and dependents up to the age of twenty-five (25) years.

Section 3. Life Insurance

The City shall provide employees covered under this agreement with fifty thousand dollars ($50,000.00) of Life Insurance protection, the City paying the full cost thereof.

Employees who retire after July 1, 1989, shall be allowed to retain and purchase fifty thousand dollars ($50,000.00) worth of Life Insurance decreasing to twenty-five thousand dollars ($25,000.00) after age seventy (70) at the same group rate that the City is paying for their present employees.

ARTICLE 12

Section 1. Salaries

(a) Salaries for members of the Division hired PRIOR to May 1, 2013 and covered by this Agreement shall be as follows:

	7/1/13 Weekly	7/1/14 Weekly	7/1/15 Weekly
Assistant Chief	$1,317.70	$1,337.46	$1,357.52
Battalion Chief	$1,257.48	$1,276.34	$1,295.49
Captain	$1,218.22	$1,236.49	$1,255.04
Lieutenant	$1,178.97	$1,196.65	$1,214.60
Firefighter – Private (after 12 months of service)	$1,069.19	$1,085.23	$1,101.51
Firefighter – Probationary (first 12 months)	$968.31	N/A	N/A

(b) Salaries for members of the Division hired AFTER May 1, 2013 and covered by this Agreement shall be as follows:

	7/1/13 Weekly	7/1/14 Weekly	7/1/15 Weekly
Firefighter 1st Class (after 2 years of continuous service)	$1,069.19	$1,085.23	$1,101.51
Firefighter 2nd Class (after 1 year of continuous service)	$968.31	$982.83	$997.57
Firefighter 3rd Class (first 12 months of service)	$866.81	$879.81	$893.01

However, these salary amounts shall be subject to collective bargaining in January of 2015 (along with the health insurance contribution rates), which may result in positive or negative changes.

All personnel who are assigned to Rescue or to work on Rescue shall receive an additional twenty dollars ($20.00) per week, which shall be added to their weekly salary.

To ease the City's administrative burden that otherwise results from a mid-week increase, all wage increases, if any, shall become effective on the Sunday closest to the specified effective date.

Section 2. Increments

Any employee being promoted to a higher rank shall immediately upon appointment receive the full pay for that rank.

New employees in the Division shall be required to serve a probationary period of one (1) year at the probationary rate of pay.

Section 3. Weekly Pay Days

The members of the Division shall be paid weekly and have the option of electronic direct deposit into an account designated by each member.

Section 4. Rescue Squad Duty

All personnel performing duty on the Rescue Squad shall receive in addition to their weekly salary the sum of seven and 50/100 dollars ($7.50) per week.

Section 4.5. EMT-C Pay

All employees of the Division who are at least EMT-C qualified shall receive in addition to his weekly salary the sum of ten dollars ($10.00) per week.

Section 5. Longevity

(a) Except as hereinafter provided in paragraph (b), all employees covered by this Agreement shall be entitled to longevity payments after serving as a member of the Division for a period of five (5) years, including the year of probation. Payment for longevity shall be in accordance with the schedules hereinafter set forth and will be added to the member's annual salary so as to be included in annual salary for retirement pension purposes only.

Any member entitled to longevity payments shall be paid the same in one (1) lump sum within thirty (30) days after the member's anniversary date of employment with the Division in each year.

Commencement of employment to and including fourth (4th) year, including probationary period	0%
Upon completion of five (5) years and up to and including ninth (9th) year	7.5%
Upon completion of ten (10) years and up to and including fourteenth (14th) year	8.5%
Upon completion of fifteen (15) years and up to and including nineteenth (19th) year	9.5%
Upon completion of twenty (20) years to retirement	10.5%

(b) All employees hired AFTER May 1, 2013 shall have the following longevity schedule:

Commencement of employment to and including sixth (6th) year, including probationary period	0%
Upon completion of seven (7) years and up to and including eleventh (11th) year	6.5%
Upon completion of twelve (12) years and up to and including sixteenth (16th) year	7.5%
Upon completion of seventeen (17) years and up to and including twenty-first (21st) year	8.5%

Upon completion of twenty-two (22) years and up to and including twenty-fifth (25th) year	9.5%
Upon completion of twenty-five (25) years to retirement	10.5%

(c) Employees in the fire alarm room shall be entitled to the same longevity schedule as herein above stated in accordance with the time periods set forth in the Longevity Schedules.

(d) All longevity payments to employees shall be made by separate checks.

ARTICLE 13

Section 1. Parade and Other Details

No employee covered by this Agreement shall be compelled on his off-duty hours to parade or to attend the Inaugural Ball or other civic functions but may parade and attend said Inaugural Ball and other civic functions on a voluntary basis, without pay, while on his time off.

All on-duty employees covered by this Agreement may be required to parade or attend civic functions when detailed such duties by the Fire Chief.

Section 2. Non-Civic Details

(a) In any case where an employee covered by this Agreement is assigned to a detail of a non-civic nature, said employee shall be paid the detail pay by the individual corporation or organization for whom said employee is working before or at the end of the detail.

Such employee shall be paid at the rate of double time of the hourly rate averaging the salary of a firefighter and Battalion Chief.

(b) The Union shall establish a list of those employees who want to be assigned to non-civic details.

The Union President or his designee shall assign employees to a detail on a rotating base, starting with the most senior employee. Such a list shall stay in effect for two (2) years and then a new list shall be established.

(c) Rhode Island law shall be complied with respect to the assignment of firefighters to non-civic details.

ARTICLE 14

Section 1. Grievance and Arbitration Procedures

Alleged grievances of employees of the Division in respect to the provisions of this Agreement and which arise under this Agreement or in connection with an interpretation thereof shall be handled in accordance with the following procedure:

(a) When an employee covered by this Agreement feels he or she has a grievance, he shall submit the grievance, in writing, within thirty (30) days from the event giving rise to the grievance or the grievant's knowledge thereof, to his or her immediate superior who shall immediately turn the same over to the Battalion Chief who again in turn shall notify the Chief of the Division or his designee, and the Chief of the Division or his designee shall make his decision thereon, in writing, within seven (7) days of the date of delivery of the grievance to the employee's immediate superior.

(b) If, in the judgment of the Executive Committee of the Union, the nature of the grievance justifies further action, it shall, through the President and the Executive Committee of the Union, present the grievance to the Chief of the Division or his designee. The Chief of the Division or his designee shall meet with the President and the Executive Committee of the Union within five (5) days of receipt of a request from the President of the Union.

(c) If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Division or his designee, the President of the Union and the members of the Executive committee for the purpose of testifying on the grievance. The Chief or his designee shall be entitled to have counsel present at any stage in the proceedings under paragraph (b) hereof. The Chief of the Division or his designee shall make his decision, in writing, within ten (10) days after the meeting referred to herein, unless said time period shall be extended by mutual agreement.

If the employee is not satisfied with the decision of the Chief of the Division or his designee, the grievance shall be presented to the Director of Public Safety by the Union, in writing, within five (5) days of receipt of the Chief's, or his designee's, written decision. The Director of Public Safety shall meet with the parties within five (5) days of receipt of the grievance and shall render a decision in writing, within ten (10) days after meeting with the parties.

(d) Arbitration

If agreement cannot be reached via the method set forth in (c), the Union shall request arbitration of the grievance in writing to the Chief of the Division not later than ten (10) days from and after the last decision under (c) above.

The Union and City shall attempt to select an arbitrator within ten (10) days of the request for arbitration and if unsuccessful the Union shall file a demand for arbitration with the American Arbitration Association.

The selection of the arbitrator and the conduct of the proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

In disciplinary and discharge cases a panel of three arbitrators shall hear a grievance, one arbitrator being decided upon by each of the parties, and the third, the chairperson, being either elected by the parties or assigned administratively by the American Association Arbitration. Costs and expenses of the neutral (chairperson) arbitrator shall be shared equally by the parties.

The decision of the arbitrator(s) shall be final and binding upon the parties hereto except that the arbitrator(s) shall not have the power to add to or subtract from the terms and conditions of this Agreement.

The arbitrator(s) shall have no authority or power to add to or detract from, alter, amend, or modify any provision of this Agreement.

Nothing contained herein shall prohibit or prevent the arbitration penal panel from fashioning any remedy which they deem appropriate.

(e) In addition to the foregoing procedure, the Union shall have the right to present a grievance on behalf of any employee covered by this Agreement, or on its own behalf, for any alleged violation of any of the term, conditions or provisions of this Agreement. In any case where a grievance is brought by the Union, it shall be presented, in writing, to the Chief of the Division or his designee within thirty (30) days from the date of the occurrence of said alleged grievance. The Chief of the Division or his designee shall meet with the President and Executive Committee of the Union within five (5) days of the receipt of such notice of an alleged grievance.

In any case where a grievance is brought by the Union directly to the Chief of the Division or his designee, the procedure as herein before outlined with respect to individual grievances shall apply.

(f) In any case where the grievance does not involve a subject arising out of this Agreement or in connection with the interpretation hereof, the grievance shall be handled under the provisions of paragraph (b) hereof in accordance with the Personnel Rules and Regulations and the provisions of the City Charter.

ARTICLE 15

Section 1. Pension Plan Commencement Date

The parties hereto agree that as of July 1, 1972, the City instituted a Pension Plan for all employees covered by this Agreement providing the benefits hereinafter specified.

Section 2. Definitions

For purposes of this article:

the term "Class A Member" shall mean a firefighter hired before May 1, 2013;

the term "Class B Member" shall mean a firefighter hired on or after May 1, 2013;

the word "salary" includes a member's base pay, holiday pay, longevity pay, out-of-rank pay, rescue pay and EMTC pay; and

the term "Final Average Salary" shall mean the average of the retiring member's final three (3) years of salary calculated as follows:

"Final Average Salary"	=	(Final Year's Salary + Penultimate Year's Salary + Antepenultimate Year's Salary) / 3

where

"Final Year's Salary"	=	the retiring member's annualized rate of pay on the date of their retirement;
"Penultimate Year's Salary"	=	the annual salary received by the retiring member during the twelve (12) months immediately preceding their retirement date; and
"Antepenultimate Year's Salary"	=	the annual salary received by the retiring member during the thirteenth (13th) through the twenty fourth (24th) month prior to their retirement date.

Section 3. Vested Pension Benefit

Members' pension benefits shall be vested after ten (10) years of service. However, an employee leaving City employment before serving twenty (20) years shall not be entitled to their pension benefits until their twentieth (20th) year anniversary from their date of hire (hereinafter the "Normal Retirement Date"). Furthermore, an employee leaving City employment before their Normal Retirement Date shall not be entitled to retiree health benefits.

Section 4. Retirement Benefit

Class A and B members shall receive a pension benefit of two and one-half percent (2-½%) for each year of service up to and including their twentieth (20th) year of service, or fifty percent (50%). The benefit shall be based on the member's Final Average Salary.

Section 5. Additional Benefits after Twenty (20) Years of Service

Class A members who do not retire upon the completion of twenty (20) years of credited service shall be entitled to an additional retirement benefit of three percent (3%) for each year of service for the next three (3) years and four (4) months (i.e., an additional ten percent (10%)); and two percent (2%) for each year of service thereafter to a maximum of seventy percent (70%). The benefit shall be based on the member's Final Average Salary.

Notwithstanding the foregoing, Class A members who will have at least twenty-three (23) years and four (4) months of service as of July 1, 2014 shall be entitled to an additional retirement benefit of three and one-third percent (3-1/3%) for each year of service to a maximum of seventy percent (70%); and this additional benefit shall begin to accrue retroactively from July 1, 2013. The benefit shall be based on the member's Final Average Salary.

Class B members who do not retire upon the completion of twenty (20) years of credited service shall be entitled to an additional retirement benefit of two percent (2%) for each year of service over twenty (20) years up to a maximum of seventy percent (70%). The benefit shall be based on the member's Final Average Salary.

If the sum of a member's years of service plus age totals ninety (90) or more as of July 1, 2014, then said member shall be entitled to a pension benefit of seventy percent (70%) notwithstanding the above calculations. However, the earliest that said member shall be entitled to a COLA would be July 1, 2017.

Section 6. Commencement of Pension Benefits

Pension benefits under sections 4 or 5 above shall be paid in monthly installments commencing on the first day of the month following an employee's retirement and shall be paid to the employee for the duration of his lifetime.

In the event an employee who has retired or has completed twenty (20) years of service and has not retired, dies prior to receiving one hundred twenty (120) months of retirement benefits, his retirement benefit shall be continued to his designated beneficiary or beneficiaries until a total of one hundred twenty (120) months of pension benefits have been paid to the retired employee and his designated beneficiary or beneficiaries.

The pension benefits of a member who has less than twenty (20) years of service but whose pension benefits have vested shall begin to receive their pension benefits on their Normal Retirement Date and shall be paid to the member for the duration of his or her lifetime.

Section 7. Eligibility Date

All employees covered by this Agreement who have vested years of service in the Division shall be eligible such benefits as they qualify for and as are set forth in this article 15.

Section 8. Total and Permanent Disability

In addition to the foregoing retirement benefits, the Pension Plan shall also provide for a total and permanent disability benefit equal to sixty-six and two-thirds percent (66-2/3%) of the employee's salary at the time of his total and permanent disability. Eligible employees with dependent child(ren) also qualify for an additional ten percent (10%) for each dependent child under the age of twenty-one (21) years with a maximum total and permanent disability benefit of eighty percent (80%); provided, however, that (1) for those employees who are totally and permanently disabled before their twentieth (20th) anniversary of employment with the Division this dependent child benefit shall not apply after that employee's twentieth (20th) anniversary of employment with the Division and (2) for those employees who are totally and permanently disabled after their twentieth (20th) anniversary of employment with the Division but before their twenty-fifth (25th) anniversary of employment with the Division this dependent child benefit shall not apply after that employee's twenty-fifth (25th) anniversary of employment with the Division, and (3) for those employees who are who are totally and permanently disabled after their twenty-fifth (25th) anniversary of employment with the Division this dependent child benefit shall not apply.

This total and permanent disability benefit would continue for the period of disability or until the employee reaches their normal retirement date, at which time they would be transferred to the retirement list and would receive their normal retirement benefit as if they had not been disabled and as if they had retired on their normal retirement date; provided, however, that such pension benefit shall still be considered as a disability pension in accordance with City ordinance.

In any case where an employee becomes totally and permanently disabled while in the Fire service and after completing twenty (20) years of service but before reaching their twenty-fifth anniversary of employment with the Division, he shall be entitled to the benefits set forth in the first paragraph of this section during the period of his disability or until he reaches the date of their twenty-fifth (25th) anniversary of employment in the Division, at which time he shall receive a pension benefit determined in accordance with the provisions of section 5 hereof; provided, however, that such pension benefit shall still be considered as a disability pension in accordance with City ordinance.

In any case where an employee becomes totally and permanently disabled while in the Fire service and after completing twenty-five (25) years of service, he shall be entitled to the greater of: (1) the pension that he would receive calculated pursuant to § 5 of this article if he had retired normally on the date that he became totally and permanently disabled, or (2) sixty-six and two-thirds percent (66-2/3%). In either event, that pension amount shall be paid to the employee during the period of disability or for five (5) years from the date of disability. Upon the earlier of the end of the period of disability or five years from the date of disability, the employee shall receive a pension calculated pursuant to § 5 of this article as if he had retired without a disability on the date that he was totally and permanently disabled. The pension benefit received under this paragraph shall in all events be considered as a disability pension in accordance with City ordinance.

Section 9. Dependent's Benefit

In the event that a member dies prior to his retirement and is survived by a widow or children, his widow shall be entitled to a pension benefit equal to fifty percent (50%) of the member's highest or final salary plus an additional ten (10%) percent for each dependent child under twenty-one (21) years of age. Said benefits not to exceed a total of seventy percent (70%) of the member's highest or final salary and said benefits shall be continued during the lifetime of the widow or until she remarries.

In addition to the benefits heretofore mentioned, in the event that a member shall die and there is no surviving widow, each eligible surviving child shall receive twenty percent (20%) of the member's compensation subject to a maximum sum payable equal to sixty percent (60%) of the member's compensation until the age of twenty-one (21) years or marriage prior thereto.

Section 10. Employee's Pension Contribution

Class A members shall have deducted from their weekly compensation the monetary equivalents of the percentage amounts set forth below, which money shall be applied by the City for the pension benefits provided herein:

Until June 30, 2014	7½%
Commencing on July 1, 2014	8%
Commencing on July 1, 2015	8½%
Commencing on July 1, 2016 and thereafter	9%

Class B members shall have deducted from their weekly compensation the monetary equivalent of nine percent (9%) of their salary, which money shall be applied by the City for the pension benefits provided herein.

Section 11. Line-Of-Duty Death Benefit

Any employee of the Division who while engaged in fighting a fire or in going to or coming from an alarm shall be killed while in the actual performance of his duties or whose death directly results from injuries sustained in the actual performance of his duties while fighting a fire or in going to or coming from an alarm shall be entitled to paid funeral expenses to a maximum of fifteen thousand dollars ($15,000.00) and to have paid to his designated beneficiary a lump sum payment equal to one hundred percent (100%) of his accumulated unused sick leave, said payment to be based upon a daily rate of one-fifth ($1/5^{th}$) of the employee's regular weekly salary.

Section 12. Pension

The foregoing provisions, with respect to pensions, would apply to all firefighter Dispatchers hired after July 1, 1976, and to those employees who were firefighter Dispatchers on July 1, 1976, and who elected, in accordance with prior contractual provisions, to become covered, shall be covered by the pension herein set forth. Other firefighter Dispatchers who were

such on July 1, 1976 shall be entitled to pension benefits under the Municipal Employee's pension and their rights shall be covered by agreement entered into between the City of Pawtucket and PAWTUCKET FIREFIGHTERS LOCAL 4421 dated July 20, 1976.

Section 13. Cost of Living Increase for Retirees

Effective April 1, 1984 all employees who take normal retirement shall receive a three percent (3%) cost of living increase that shall be compounded every three (3) years.

Effective July 1, 1986, all employees who take normal retirement shall receive a one and one-half percent (1½%) cost of living increase that shall be compounded each year.

Effective July 1, 1994, all employees who take normal retirement shall receive a one and three-quarter percent (1-3/4%) cost of living increase that shall be compounded each year.

Effective July 1, 1995, all employees who take normal retirement shall receive a two percent (2%) cost of living increase that shall be compounded each year.

Effective July 1, 1999, all employees who take normal retirement shall receive a three percent (3%) cost of living increase that shall be compounded each year.

Effective July 1, 2014, a cost-of-living increase for members who have more than ten (10), but less than twenty (20) years of service, will be paid upon the earlier of (a) ten (10) years from their Normal Retirement Date; or (b) age fifty-five (55).

Effective July 1, 2014, a cost-of-living increase for members who have twenty (20) years or more of service will be paid upon the earlier of (a) ten (10) years from their Normal Retirement Date; or (b) age fifty-five (55).

Notwithstanding the foregoing, even if a member satisfies the age fifty-five (55) requirement, the first day upon which a cost-of-living increase will be paid to that member will be July 1, 2017. No current member (or their spouse or beneficiary) who hereafter retires—and who has satisfied the service or age requirement as set forth in the preceding paragraph—shall be required to defer or forego any of their cost-of-living increases beyond July 1, 2017.

Section 14. Armed Service Credit

Any active or inactive City employee who is enrolled in the Pension Plan may elect to purchase up to a maximum of four (4) years of active or reserve service for the purpose of accumulating retirement service credits.

The cost to purchase said retirement credits shall be ten (10%) percent of the member's first year's annual earnings from the City.

For the purpose of computing armed service credit time, any fraction of time over a six (6) month period shall be interpreted as one (1) complete year of service.

Effective June 30. 1991 - Armed Service Credit shall be changed as follows:

Any active City employee who is enrolled in the Pension Plan may elect to purchase up to a maximum of four (4) years of active service for the purpose of accumulating retirement service credits.

The cost to purchase said retirement credits shall be ten percent (10%) of the member's first year's annual earnings from the City.

For the purpose of computing armed service credit time, any fraction of time over a six (6) month period shall be interpreted as one (1) complete year of service.

ARTICLE 16

Section 1. Mutual Aid

A. In all cases where employees of other fire departments have been called into the City under any mutual aid situation, the City will, after two (2) hours, callback sufficient off-duty employees of the Division to replace such mutual aid firefighters.

B. The City and the Union also agree that from this day forward whenever an Engine Company, Ladder Company or Rescue Company responds to a Mutual Aid call to other cities or towns, and remain in that city or town for two (2) hours or more, the City shall call back the same number of employees who responded on mutual aid to fill in with on the Division for all of the time spent on Mutual Aid.

C. In order to carry out the replacement provided for in the preceding paragraph, there shall be established officers and privates lists for each platoon. The use of such lists shall be on a rotating basis with the employee next in line on the list being the employee to be called. No employee will be called except on his second (2nd) or third (3rd) day off. If no employee on his second (2nd) or third (3rd) day off is available, then an employee on his fourth (4th) day off shall be used, and if none is available, then an employee on his first (1st) day off.

Section 2.5. Minimum Manpower

Each in-service apparatus shall be staffed with at least two (2) firefighters and one (1) officer or acting officer.

Each in-service rescue shall be staffed with at least one (1) firefighter and one (1) officer or acting officer.

All four (4) platoons will maintain a minimum of thirty (30) men on duty at all times at least ten (10) of who shall be officers or acting officers.

In addition to the thirty (30) men on duty at all times there shall be a Battalion Chief or Acting Battalion Chief on duty at all times on all four (4) platoons.

Effective July 1, 2012, in addition to the above, and at the discretion of the Chief, on the dates of July 3rd and 4th, all engines and ladders will have a minimum of five (5) men on duty from 6:00 p.m. on July 3rd, and until 8:00 a.m. on July 5th of each year.

Section 2.6. Table of Organization

Through June 30, 2016 the Division will maintain the following officer ships:

1	Chief of the Division
1	Assistant Chief
4	Battalion Chiefs
9	Captains
28	Lieutenants
2	Rescue Captains
6	Rescue Lieutenants

When a third rescue is placed in permanent service, anticipated to be on or around July 1, 2014, there shall be one (1) additional rescue captain and three (3) additional rescue lieutenants.

Section 2.7. Personnel Reductions

(a) In the event the City deems it necessary to reduce the present number of personnel of the Division, the City will first consider reducing employees by attrition.

(b) In the event that the City in its sole discretion determines that reduction of personnel by attrition is not feasible and the City exercises its authority to lay-off employees, lay-offs shall be exercised by inverse seniority. The City shall notify affected employees and the Union at least fourteen (14) days prior to the effective date of any lay-offs. In the event that a number of employees were hired on the same day, seniority shall be determined by the division's seniority list as provided in article 3, § 1(h) of this Agreement.

(c) Laid-off employees shall be recalled in the inverse order of their layoff before any new uniformed employee is hired within the Division.

(d) An employee's layoff hereunder shall not be considered a disciplinary termination and shall not diminish an employee's rights under COBRA, unemployment compensation laws, and other statutory rights and benefits as provided by law.

Section 2.8. Fire Prevention Bureau

The parties, after reviewing the needs of the Fire Prevention Bureau, agree to the following terms and conditions:

(a) Positions

All new positions of the Fire Prevention Bureau will be as follows:
One (1) captain,
Three (3) lieutenants, and
One (1) firefighter.

(b) Compensation

All employees assigned to the Fire Prevention Bureau will be paid out of rank, at the next highest rank, at the weekly salary set forth in article 12, § 1 of this Agreement.

(c) Effective date

The positions set forth above shall be posted for bid on January 14, 2004 pursuant to article 3, § 1 of this Agreement.

(d) Qualifications and requirements

All employees assigned to the Fire Prevention Bureau shall be required to be certified as a Deputy State Fire Marshal by the State of Rhode Island. Successful bidders for the positions to be posted shall be required to attend the Deputy State Fire Marshal certification training to be sponsored by the State of Rhode Island. Subsequent vacancies in the Fire Prevention Bureau shall be filled pursuant to article 3, § 1 of this Agreement and successful bidders will be required to attend the next available certification training for Deputy State Fire marshals, or become certified as Deputy State Fire Marshals within six (6) months of appointment, whichever is sooner, unless certification training is not offered by the State of Rhode Island during that period. Employees assigned to the Fire Prevention Bureau shall be required to maintain certification as Deputy State Fire Marshals, and shall be subject to removal if the certification is not maintained. Employees assigned to the Fire Prevention Bureau shall be allowed time off with full compensation for additional training and schooling to maintain their certification as Deputy State Fire Marshals and any other training that the Chief of the Division deems necessary.

(e) Duties

The captain of the Fire Prevention Bureau shall be the Fire Prevention Officer as well as the Fire Marshal and shall have all of the duties and responsibilities of the

position of Fire Marshal as set forth in the Rules and Regulations of the Division. He shall report directly to the Chief of the Division.

In the event of an absence within the Fire Prevention Bureau, all employees assigned therein shall be moved up to the appropriate rank according to article 4, § 4.

(f) Schedule

All employees of the Fire Prevention Bureau will work four (4) ten-and-one-half (10.5) hours days. Schedule to be determined by the Chief of the Division, with flexibility of hours and days when required.

All employees in the Fire Prevention Bureau who work in excess of forty-two (42) hours per week shall be compensated at time and one half. No employees shall be required to work the holidays set forth in article 7, § 3, unless they are required to respond to an emergency as is deemed necessary by the Battalion Chief on duty. Employees of the Fire Prevention Bureau called to work on a Holiday will receive additional pay equivalent to one and one-half of their hourly rate for the time worked.

(g) Vehicles

If available, a vehicle will be provided during working hours only. If the inspectors use their own vehicle, the regular IRS reimbursement per mile will be paid. Proper mileage documentation must be provided.

(h) Fire Prevention Study

To the extent that the reorganization of the Fire Prevention Bureau is to address the increased workload expected due to changes in state law, the City or the Union may request a study at any time and will review if the staffing needs in Fire Prevention have changed. If it is found that the workload has increased, the Director of Administration may create another lieutenant position in the Fire Prevention Bureau. Said position(s) shall be subject to all terms and condition set forth above and in this Agreement.

Section 2.9 No Contracting Out of Services

The City agrees not to contract out any services currently being performed by bargaining unit employees up to June 30, 2016.

Section 3. Lieutenants in Charge on Rescue Vehicles

(a) Any employee who has a current EMT-C Certification, or a higher certification, or any member who elects to become EMT-C certified, or higher certified, shall have reasonable time off from duty, with pay, if necessary, in order for the

employee to attend necessary courses or programs for continued EMT or higher Certification.

(b) Members of the bargaining unit shall be eligible for promotion to the rank of Rescue Lieutenant only after three (3) years service on the Division, and only with a current EMT-C Certificate or a current higher certificate.

Members of the bargaining unit shall be eligible for promotion to the rank of Rescue Captain only after two (2) years service as a Rescue Lieutenant and with a current EMT-C Certificate, or a current higher certificate, and if currently serving as a Rescue Lieutenant.

Members promoted to the rank of Rescue Captain or Lieutenant after July 1, 1981 cannot transfer to positions of Lieutenants rank outside of the Rescue Division (hereinafter referred to as Medical Services Division). If a Rescue Captain or Lieutenant who is promoted to the rank of Rescue Captain or Lieutenant after July 1, 1981 desires to transfer out of the Medical Services Division, he will be returned to the rank of Private.

Maintenance of Rescue Captain or Lieutenant's rank or firefighter Rescue rank will be contingent upon continued EMT or higher Certification; provided the City will permit reasonable time off from duty, with pay, if necessary, in order for the employee to attend necessary courses or programs for continued EMT or higher Certification.

(c) In the event that advance life support training opportunities are made available within the State of Rhode Island, the City may require Rescue Captains or Lieutenants to become certified in advanced life support and to maintain such certification as a condition of Rescue Captain or Lieutenant rank, provided, however, that the City will permit reasonable time off from duty, with pay, if necessary, to attend the necessary courses or programs. Further, the City will also permit reasonable time off from duty, with pay, if necessary to any firefighter enrolled in such approved advanced life support training to attend the necessary courses or programs. The City will also reimburse all personnel successfully completing such training for all related fees, books and materials.

(d) Commencing June 30, 1977, there shall be a Lieutenant on each Rescue vehicle on each platoon except for those positions that are filled by a Rescue Captain. A Lieutenant or Captain assigned to Rescue must maintain EMT-C status.

There shall be a Rescue Captain assigned to Rescue 1 and Rescue 2. There shall also be a Rescue Captain assigned to Rescue 3 after Rescue 3 is placed in permanent service.

Any employee promoted to the rank of Captain or Lieutenant on any Rescue vehicle shall receive a Captain or a Lieutenant's rate of pay without the Seven

Dollars and 50 Cents ($7.50) per week provided for Rescue personnel under article 12, section 4.

(e) Effective July 1, 2001, all new employees in the Division must obtain EMT-C Certification within either their Probationary Period or prior to being selected to commence employment in the Division. All such EMT-C Certifications must be maintained as a condition of continued employment; provided the City will permit reasonable time off from duty with pay, if necessary, in order for the employee to attend necessary courses or programs for continued EMT-C Certification.

Section 4. Educational Costs

The City agrees to reimburse any employee covered by this Agreement for the full cost of tuition and books upon their successful completion of any Fire Science Degree course, Registered Nurse Degree course, Public Administration Degree or course in a Fire Science Degree Program, up to a maximum of one thousand five hundred dollars ($1,500.00) per employee, enrolled in such a Fire Science Degree Program or Registered Nurse Program or Public Administration course. All firefighters will be reimbursed within thirty (30) days after showing proof of successful course completion and of paying the cost of the completed course.

ARTICLE 17

Section 1. Personal Days

All employees covered by this Agreement who have less than ten (10) years of service in the Division shall be entitled to one (1) personal day per year; employees with ten (10) years, but less than twenty (20) years of service shall be entitled to two (2) personal days per year; employees with twenty (20) years of service or more shall be entitled to three (3) personal days per year; provided, however, that an employee must give seven (7) days notice of a request for the personal day and no more than two (2) employees may be on personal days on the same shift at any time.

ARTICLE 18

Section 1. Severability

If any provision of this Agreement is declared to be unconstitutional by the Supreme Court of the State of Rhode Island or by any Court of final jurisdiction, all other provisions of this Agreement shall remain in full force and effect. The City hereby agrees not to pass any ordinances inconsistent with this Agreement.

ARTICLE 19

Section 1. No Strike Clause

The Union 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.

ARTICLE 20

Section 1. Legal Assistance and Indemnification

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Division, the City agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding.

ARTICLE 21

Section 1. Department Orders/Memorandums

Each and every time a Division Order/Memorandum is posted or sent to employees of the Division, a copy shall be sent to the Union.

ARTICLE 22

Section 1. Modifications

Any modifications or changes to this Agreement must be reduced to writing and executed by duly authorized representatives of the City and Union.

Section 2. Duration of Agreement

This Agreement shall be for a period of three (3) years commencing on July 1, 2013 and ending on June 30, 2016.

IN WITNESS WHEREOF, the City has caused this instrument to be executed and its corporate seal to be affixed by its duly authorized Mayor and Director of Personnel and the Union has caused this instrument to be signed by its duly authorized President. Executed in the Presence of:

DATE: May 1, 2014

CITY OF PAWTUCKET

Donald Grebien
Mayor

Joanna L'Heureux
Acting Personnel Director

Antonio Pires
Director of Administration

PAWTUCKET FIREFIGHTERS INDEPENDENT UNION/INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1261

Robert Neill
President

William Conroy
Vice-President

Romuald Maher
Secretary/Treasurer

PAWTUCKET FIREFIGHTERS INDEPENDENT UNION/INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1261
EXECUTIVE BOARD

GENERAL ORDER #1

This General Order establishes new policies and procedures for the firefighters who are injured on duty (IOD).

Members of the Division injured while in the performance of their duties shall be required to fill out several documents (hereinafter collectively referred to as the "IOD package") as soon as practical. If the firefighter is physically unable to complete these documents, the firefighter shall have a designee/nearest relative complete these documents until such time as he/she is physically capable to complete them. The documents making up the IOD package are set forth in this General Order.

1. DIVISION INJURY REPORT

This is the basic form for reporting an IOD injury (see attached). This form will be completed by the injured firefighter; using the firefighter's home address, not the address of the Fire Division. It is imperative that all questions on the IOD Report be answered fully as incomplete forms will not be processed and considered for IOD status.

2. WITNESS STATEMENT FORM

Where applicable, witness statements should accompany the IOD package. These statements are not necessary to process the firefighter's IOD claim. These statements will only be necessary when requested by the Fire Chief. If witness statements are requested by the Fire Chief, these witness statements shall be completed and delivered to the Fire Chief within five (5) days of the date of incident giving rise to the IOD claim. The primary responsibility of securing witness statements, to be included in the IOD package, belongs to the Fire Chief/Assistant Chief/Battalion Chief or person acting in that capacity.

3. AUTHORIZATION FOR MEDICAL AND/OR HOSPITAL INFORMATION

Each injured firefighter must complete and sign the Authorization for Medical and/or Hospital Information portion of the IOD report whether or not medical treatment is immediately being sought (see attached).

4. COMPLETION OF DIVISION INJURY REPORT BY IMMEDIATE SUPERVISOR

The Division Injury Report must be completed by the injured firefighter and submitted to the on duty Battalion Chief or person acting in that capacity whether or not medical attention is immediately sought. Upon completion, the form shall be delivered to the Fire Chief. The Office of the Fire Chief, after reviewing the form for correctness and completeness, shall forward a copy of this report to Beacon Mutual Insurance Company for processing.

5. MEDICAL/HOSPITAL REPORTS

Firefighters who seek medical attention for their injuries must submit as part of the IOD package a statement from the hospital or treating physician. This statement must indicate a diagnosis and whether the firefighter is able to remain on duty or is relieved of duty; and if relieved of duty, the length of time for which the firefighter is so relieved. A hospital or treating physician's note which relieves a firefighter for a specific period of time is valid only for the period of time indicated within the note (even if that period constitutes the firefighter's days off).

At the conclusion of the specified period of excused absence, the firefighter is expected to resume regularly scheduled duties. If the firefighter intends to remain out of work beyond the initial period, another statement from a medical doctor is required in order for the firefighter to remain on IOD status. If the firefighter remains out of work beyond the initial period without submitting another doctor's note substantiating the reason for continued absence, the firefighter will remain on IOD status for a total of fourteen (14) days from the date of his/her original injury. If the additional medical documentation is received within fourteen (14) days of the firefighter's injury and it supports the firefighter's IOD claim, then once the necessary documentation is submitted and the IOD forms are processed, and assuming the firefighter in question meets all of the other criteria necessary to carry him/her in a IOD status, then all Division records shall note that firefighter will continue on IOD. If, however, the additional medical documentation is not received within fourteen (14) days of the firefighter's injury or previously expired medical note, then the firefighter shall be taken off IOD status and will be carried on sick leave until appropriate medical documentation is received by the Division. Commencing with the fifteenth (15th) day after the date of injury and continuing until the appropriate medical documentation is received by the Division, the firefighter shall remain on sick leave and will not be reimbursed for any sick leave utilized starting with the fifteenth (15th) day. Once the additional medical documentation is received, substantiating the firefighter's IOD claim, the firefighter will be carried in an IOD status from the date the Division actually receives such additional medical documentation which substantiates the firefighter's IOD claim.

It shall be the responsibility of the injured firefighter to notify the treating physician that documentation concerning the injury address the following matters: whether or not the medical condition is a job-related injury, prognosis, notes on firefighter's rehabilitation and estimated length of time before the firefighter can return to unrestricted duties as determined by the firefighter's treating physician.

After the initial note relieving the firefighter from duty expires, as noted above, the firefighter is expected to seek medical attention/obtain an appointment for treatment from a physician of his/her choice for his/her injury within a reasonable period, not to exceed forty-eight (48) hours in order to comply with the 14 day period identified in this section 5. The fourteen (14) day period may be extended by the Fire Chief where the firefighter provides notice, within twenty-four (24) hours from the end of the forty-eight (48) hour period, that he/she could not obtain an appointment for medical treatment within the required fourteen (14) day time period.

Firefighters must attend all scheduled medical appointments including, without limitation, appointments for treatment/therapy as recommended by their physician. Failure to attend appointments or to follow their physician's recommendation regarding treatment for their injury may result in the firefighter being removed from IOD status. When a firefighter must cancel an

appointment with his physician or a treatment/therapy session due to an emergency situation that could not be foreseen by the firefighter, the firefighter must immediately notify the Fire Chief of the emergency or, if the Chief is not available, then the on duty Battalion Chief or acting chief.

6. PROCESSING THE IOD PACKAGE

After the IOD Package is complete, the injured firefighter will legibly sign his/her name wherever necessary on all required forms. The IOD Package will then be reviewed by the injured firefighter's on-duty Battalion Chief or person acting in that capacity who shall thoroughly review the IOD package to ensure that the documents are complete and have been signed by the firefighter. The Battalion Chief or Acting Chief shall then sign the IOD report and deliver the IOD package to the Fire Chief. This is to be done in a timely fashion so that the supervisor may review the paperwork, sign the IOD report, and deliver the IOD package to the Office of the Fire Chief the next business day from their submission by the injured firefighter.

7. FAILURE TO PROVIDE NECESSARY DOCUMENTATION

If all the necessary documentation is not submitted to support the IOD claim, then the claim cannot be processed and the injured firefighter may be carried on sick leave until the IOD package is complete. Once the completed IOD package is received and processed by the Office of the Fire Chief, and assuming the injured firefighter meets all the other criteria necessary to carry a firefighter on an IOD status, then the Division records shall be changed to note that the firefighter was IOD instead of sick and all sick days previously charged to the firefighter shall be restored. The only exception to restoring an injured firefighter's sick days is in those situations when the necessary medical reports have not been furnished within the fourteen (14) day period set forth in #5 above. It is the intent of this policy that all IOD reports be processed in as expeditious a manner as possible so that firefighters legitimately injured in the line of duty receive all benefits to which they are entitled.

8. RETURN TO WORK AUTHORIZATION

Prior to a firefighter returning to work from IOD status, either in a full-duty or light-duty capacity, the firefighter must present to the Office of the Fire Chief medical documentation clearing him/her to do so unless that medical documentation is received by the Fire Chief from the medical provider or other agent. The Chief's Office shall then notify the injured firefighter's Battalion Chief who shall return him/her to duty status. The Battalion Chief or Acting Battalion Chief will insure that complications do not occur in scheduling so that the firefighter is not called back on scheduled days off or furlough days. If a firefighter fails to return to duty, once notified of his/her release to do so, that firefighter will be carried as AWOL.

9. RECURRENCE AND/OR ADDITIONAL MEDCIAL TREATMENT

Any time a firefighter suffers a recurrence of a previous IOD injury or requires additional medical treatment, tests, or therapy, as a result of a previous IOD injury, after the individual has returned to work for any period following the original injury, then the injured firefighter shall be

required to submit a new IOD package to support the claim and/or need for further additional treatment, tests, or therapy.

Every member of the Division shall receive a copy of the General Order.

William J. Sisson
Fire Chief
Fire Division
Pawtucket Department of Public Safety