

**EXHIBIT A
AMENDMENT #4
11/7/19**

SUBSTANTIVE CHANGES TO CBA



ARTICLE I

SECTION 2. UNION SECURITY, *DUES DEDUCTION AND INDEMNIFICATION*

It is mutually agreed that there shall be no coercion, intimidation or discrimination practiced by the City of Warwick or Local 2748 against any employee of the Warwick Fire Department because of membership or non-membership in Local 2748 or activities-therein. The President, Vice President and Secretary of Local 2748 shall be allowed time off with pay and without requirement to make up such time in order to attend six (6) regular or two (2) special meetings of Local 2748, such time not to exceed four (4) hours including attendance at negotiation sessions and attendance at interest arbitration sessions. Two (2) members who have been elected or appointed as delegates from Local 2748 to the convention of the International Association of Fire Fighters shall be granted time off with pay and without the requirement to make up such time to attend such conventions. One (1) member who has been elected or appointed as a delegate to the Rhode Island Fire Fighters Association shall be allowed time off with pay and without the requirement to make up such time (not to exceed four (4) hours at any given time) to attend meetings of the Rhode Island Fire Fighters Association not to exceed ten (10) meetings in any contract year. Two (2) delegates shall be granted time off with pay and without the requirement to make up such time in order to attend conventions of the Rhode Island AFL-CIO, not to exceed two (2) days in any contract year. The Chief of the Department may deny such time off in case of emergencies. ~~All present employees and new employees of the Fire Department of the City of Warwick who are not members of Local 2748 on the effective date hereof, or who do not become members shall not be required to become members of Local 2748 during the term of this Agreement, but shall, as a condition of continued employment, pay to Local 2748, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of Local 2748, which shall be limited to an amount of money equal to Local 2748's regular and usual dues and its general and uniform assessments levied upon its members in connection with its responsibilities as the collective bargaining agent for employees of the Warwick Fire Department.~~

SECTION 2.1. DUES AND DEDUCTIONS

(a) Upon their appointment, employees hired on or after June 27, 2018 shall have the option to sign one of the following three forms:

- electing to become a member of the Union—Exhibit C-1;
- electing not to become a member of the Union, but agreeing to pay a fair share fee—Exhibit C-2; or
- electing neither to be a member of the Union nor pay a fair share fee—Exhibit C-3.

In addition, employees who had been hired prior to June 27, 2018 and who are not members of Local 2748 shall be required to sign one of the three forms listed above.

Upon receipt of a signed payroll deduction form, the City agrees to make weekly payroll deductions for union dues and/or agency fee for all employees covered by this Agreement, the amount of which is to be set by the Union and remitted to it on a monthly basis.

(b) Except for the City's negligence, the Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any dues deduction taken by the City under the provisions of this section.

EXHIBIT C-1
DUES DEDUCTION AUTHORIZATION
(For those becoming members of Local 2748)

I hereby authorize and direct the City of Warwick (the "City") to deduct from my pay an amount for dues and assessments as determined by Local 2748 of the IAFF ("Local 2748") and to pay same to Local 2748 in accordance with the terms of the collective bargaining agreement between the City and Local 2748.

This authorization may be revoked at any time by my giving a 14-day written notice to the City (care of the Finance Director's Office) and Local 2748 (care of the President).

Name (printed)

Signature

Date

EXHIBIT C-2
FAIR SHARE AUTHORIZATION
(For those who do not want to be members of Local 2748)

I have elected not to be a member of Local 2748 of the IAFF ("Local 2748"), but desire to pay my fair share of the union dues and assessments as determined by Local 2748.

In that context, I hereby authorize and direct the City of Warwick (the "City") to deduct from my pay my fair share of the union dues and assessments as determined by Local 2748 and to pay same to Local 2748 in accordance with the terms of the collective bargaining agreement between the City and Local 2748.

This authorization is voluntarily made in order to pay my fair share of the costs of representing me for the purposes of collective bargaining.

This authorization may be revoked at any time by my giving a 14-day written notice to the City (care of the Finance Director's Office) and Local 2748 (care of the President).

Name (printed)

Signature

Date

EXHIBIT C-3
**ELECTION NOT TO BE A MEMBER OF THE
LOCAL 2748 OR PAY FAIR SHARE OF UNION DUES**

I have decided that I do not wish to be a member of Local 2748 of the IAFF ("Local 2748") or pay any union dues or assessments, including my fair share of those fees.

Therefore, the City of Warwick (the "City") is not authorized to deduct any such dues, assessments or fees from my pay.

Local 2748 has explained to me that it shall still have the right to act for and negotiate a grievance covering all employees in the bargaining unit, including myself. However, and in accordance with R.I.G.L. § 28-9.1-18, Local 2748 shall not be required to provide representation to me at any level of the grievance process, including grievance arbitrations or cases involving discipline matters, unless I have been a member of Local 2748 for a period of at least 90 days prior to the events giving rise to the grievance or disciplinary matter.

I have also been advised by Local 2748 that as an employee who has elected not to pay any dues, assessments or fees to Local 2748, that I may, at my own expense, pursue a grievance against the City and have such grievance heard, without the intervention by Local 2748. In addition, I understand that Local 2748 shall have no obligation to incur expenses related to any such grievance initiated by me.

Name (printed)

Signature

Date

ARTICLE I

SECTION 3. MANAGEMENT RIGHTS

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

Except to the extent there is contained in this Agreement or a duly established past practice in the Department, all authority, power, rights, jurisdiction and responsibilities for the management of the Department 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 Department; 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 to issue rules and regulations for the conduct of the Department.

ARTICLE II

SECTION 1. VACANCIES – PRIVATES' RANKS

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

~~The foregoing shall not be construed so that the City will use the pool of recruits for filling temporary vacancies where permanent members of the Department are available for the filling of such vacancies.~~

Vacancies in the Privates' Ranks shall be anticipated so that the Division of Training can have a pool of recruits from which these vacancies can be filled in the sole discretion of the City. Once the recruits have been sworn in as members of the Department, employees who have not been assigned to a position (i.e. those who have been sworn but then laid off) will be part of a so-called surplus pool. Employees in this surplus pool may be detailed to companies where manpower is short due to sickness, injuries and/or vacancies; provided, however, employees in the surplus pool may not be used to fill the aforementioned vacancies when permanent members of the Department are available and willing to fill same.

ARTICLE II

SECTION 4. VACANCIES – OFFICERS’ RANKS

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

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

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

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

Except for promotions to the ranks of Battalion Chief and Deputy Chief of Training, all promotional examinations processes will be divided into ~~three (3)~~ two (2) sections, with the following points given for each section:

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

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

The promotional process for the ranks of Battalion Chief and Deputy Chief of Training will be divided into three (3) sections, with the following points given for each section:

1. *Written examination.....70 points.*
2. *Seniority: One (1) point for each year on the Fire Department—not to exceed 30 points.*
3. *Chief's points—not to exceed 5 points which shall be awarded in the sole discretion of the Chief with due consideration given to a candidate's performance history, awards, commendations, attendance, education, training, sick time and such other position-relevant criteria as the Chief may establish.*

These Chief points shall be awarded prior to the administering of the written examination. The Chief shall deliver to the President of Local 2748 the points he

awarded for the members involved in the promotional process in question. That list shall be maintained in strict confidence, not disclosed or made available by either the Chief or the President of Local 2748 to anyone until after the scores of the written examination have been published.

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

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

Written Examinations shall be conducted as follows:

The material for the examination shall be taken from a maximum of five (5) study sources. The percentage of examination questions to be taken from each study source shall be posted in advance of the examination. The examination shall be composed of 100 questions.

- d. All promotional examinations shall be corrected in the presence of the employee taking the written examination immediately following the completion thereof. All examinations shall be corrected in the presence of the authorized representatives of

Local 2748.

- e. All promotional tests will be given no sooner than seven (7) days from the expiration date of the existing promotional list.

Only multiple-choice questions will be used on the written examination. True or false questions will not be used.

ARTICLE IV

SECTION 1. HOURS

a-1. Until December 31, 2019, the regular work schedule for all members of the firefighting units and rescue units shall be an average work week of forty-two (42) hours, to be worked by a four (4) platoon system, working two (2) ten (10) hours days, two (2) fourteen (14) hour nights and four (4) days off.

a-2. Effective January 1, 2020, the regular work schedule for all members of the firefighting units and rescue units shall be an average work week of forty-two (42) hours, to be worked by a four (4) platoon system, working a period consisting of an eight (8)-day repeating work schedule consisting of the following:

- One (1) ten (10)-hour day tour.*
- Immediately followed by a fourteen (14)-hour night tour.*
- One (1) forty-eight (48)-hour period off duty.*
- Followed by one (1) ten (10)-hour day tour.*
- Immediately followed by a fourteen (14)-hour night tour.*
- One (1) ninety-six (96)-hour period off duty.*

At the end of the ninety-six (96)-hour off-duty period, the regular work schedule shall begin again. For the purposes of this Agreement, this work period and work schedule shall be referred to as the "Boston Schedule".

Any hours worked over the ten (10)-hour day or the fourteen (14)-hour night tour will be compensated at the overtime rate of pay.

The aforementioned Boston Schedule will be used on a one (1)-year trial basis commencing on January 1, 2020 and ending December 31, 2020. The City may elect to opt out of the Boston Schedule and revert to the previous four (4) platoon system work schedule by giving written notice to the Union on or before November

1, 2020. The City may elect to opt out of the Boston Schedule only upon a showing that the Boston Schedule has resulted in increased costs that cannot be attributable in substantial part to other factors (e.g. a decrease in overall Department staffing that causes increased overtime costs). If an election is made by the City to opt out of the Boston Schedule, then in order to afford members with a transitional period, the Boston Schedule will remain in effect until June 30, 2021 after which the previous four (4) platoon system work schedule set forth in a-1 will be reinstated.

If the City does not opt out of the Boston Schedule as set forth above, then that schedule shall become a permanent part of the collective bargaining agreement subject to be revised only in accordance with the Firefighters Arbitration Act.

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

ARTICLE VI

SECTION 1.5. VOLUNTARY VACATION ACCRUAL SYSTEM

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

1. For early retirement. The City shall retain the right to fill immediately any positions left open by usage of this option.
2. For the payment as a lump sum, in full, upon retirement, termination, or in the event of death to the employee's widow/widower or to the employee's estate, at the rate of ~~one-fourth (1/4th)~~ **one-fifth (1/5th)** of the employee's weekly rate of pay for each day “banked.”
3. Employees may use banked vacation days when manpower is available and no overtime is incurred as a result of taking such vacation days.

ARTICLE VI

SECTION 3. PAID HOLIDAYS

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

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

[Balance of section as is.]

ARTICLE VIII

SECTION 1. SICK LEAVE

Through calendar year ending December 31, 2019, sick leave shall be granted at the rate of twenty (20) working days per year accumulative to one hundred forty (140) working days. *This* sick leave shall be recorded at the rate of 1½ days per month to every employee employed by the City on the 15th day of any month.

Beginning on January 1, 2020, sick leave shall be granted at the rate of sixteen (16) working days per year accumulative to one hundred forty (140) working days. This sick leave shall be recorded on January 1st of each year. However, in the event that an employee leaves the employ of the City during the calendar year, then the sixteen (16) days shall be prorated, and in the event the employee has taken more sick days than the prorated amount, those excess sick days shall be deducted from the amount payable to the employee under Section 6 of this article (Payment for Unused Sick Leave).

[Note: If the Boston Schedule should be abandoned during the one-year trial period, then sick leave will be fifteen (15) working days per year.]

~~provided, however, that~~ *Notwithstanding the number of sick days set forth above*, additional sick leave may be granted at the discretion of the Chief ~~of the Department~~. During the month of ~~February~~ *January* in each year, the City ~~of Warwick~~ shall cause to be calculated and information made available upon request, each member's present entitlement under this clause. A member's entitlement to accumulated sick leave shall be determined from the date of his ~~or her~~ first appointment to the Department.

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

If an employee is on sick leave with pay in excess of two (2) consecutive working days, the City may require the employee to be examined by a doctor selected and paid by the City, and the doctor must certify that the employee's sickness prevented said employee from performing the duties of his/~~her~~ position, before said employee will be credited with sick leave pay.

The Union and members of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position within the bargaining unit.

ARTICLE VIII

SECTION 6. PAYMENT FOR UNUSED SICK LEAVE AFTER MAXIMUM ACCUMULATION

~~In any case where an employee has accumulated his or her maximum sick leave entitlement under Section 1 hereof, he or she shall, at the end of each year, be entitled to be paid for three-fourths (3/4) of his or her unused, yearly sick leave entitlement, pro-rated on a monthly basis, not to exceed fifteen (15) days. Such payment is to be made on the basis of said employee's daily rate of pay and shall be paid to the employee by the last day of each month.~~

From July 1, 2019 through December 31, 2019, payment for and accrual of unused sick leave in excess of the maximum accumulation of one hundred forty (140) days shall be consistent with the settlement agreement reached by the City and the Union on October 23, 2019 in connection with A.A.A. Case No. 01-18-003-6349.

Notwithstanding the foregoing, effective January 1, 2020, in any case where an employee has accumulated his maximum sick leave entitlement under Section 1 hereof, he shall, at the end of each calendar year, be entitled to be paid for three-fourths (3/4) of his unused, accrued sick days in excess of the 140-day cap, not to exceed twelve (12) days. Such payment shall be included in the first paycheck after January 1st of each calendar year based on the employee's accrued sick leave on December 31st of the prior year. All days for which payment is made shall be permanently forfeited after December 31st.

ARTICLE VIII

SECTION 7. PERSONAL LEAVE DAYS

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

[Note: If the Boston Schedule should be abandoned during the one-year trial period, then this section shall be reinstated into the CBA upon return to the previous schedule.]

ARTICLE XI

SECTION 1. SALARIES

a. Salaries for employees shall be as follows:

	Current	<i>7/1/2018</i>	<i>7/1/2019</i>	<i>7/1/2020</i>	<i>7/1/2021</i>
	Salary	<i>Arb. Award</i>	<i>0%</i>	<i>2%</i>	<i>2%</i>
Fire Marshall	\$ 1,936.98				
Supt. Fire Alarm	\$ 1,936.98				
Deputy Chief of Training	\$ 1,936.98				
Rescue Coordinator	\$ 1,936.98				
Battalion Chief	\$ 1,796.81				
Captain	\$ 1,577.55				
Rescue Captain	\$ 1,577.55				
Lieutenant	\$ 1,461.78				
Rescue Lieutenant	\$ 1,461.78				
Firefighter Grade 1 (after two-year-of employment including probationary year beginning in month 49 of employment)	\$ 1,312.60				
Firefighter Grade 2 (after one-year-of employment including probationary year during months 25-48 of employment)	\$ 1,033.01				
Firefighter Grade 3 (during first years 24 months of employment) – probationary-year)	\$ 947.09				

Note: Probationary period for Firefighter Grade 3 remains at first 12 months of employment.

[Balance of section as is.]



THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 439



PROFESSOR

ASSISTANT PROFESSOR

LECTURER



ARTICLE XIII

SECTION 1.1. EMPLOYEES' OTHER POST-EMPLOYMENT BENEFITS TRUST

Employees hired after July 1, 2019 shall contribute 2% of their base salary (i.e. the amount set forth in the salary chart in Article XI, Section 1) to the City's OPEB Trust Fund. The employee's contribution shall be "pre-tax" as permitted by the Internal Revenue Code. The terms of the OPEB Trust shall include the following and shall not be inconsistent with any of the provisions in this Agreement.

- *Money in the OPEB Trust will be invested and managed by the City in the same manner as money in the pension plans for firefighters.*
- *A separate accounting with respect to each employee's contributions to the OPEB Trust shall be maintained by the OPEB Trust Administrator.*
- *Upon retirement, an actuarial determination will be made regarding the life expectancy of the retiring employee.*
- *The number of years of life expectancy will be divided into the monies in the retiring employee's "account" with the quotient being the allocation of the employee's funds to be used each year to pay for a portion of the retiree's healthcare benefits; and the City shall be responsible for the balance of the payment of those benefits.*
- *By way of example, an employee retires with \$100,000 in "his account." At the time of his retirement, he has a life expectancy of 15 years. \$6,667/year ($\$100,000 \div 15$) shall be utilized from the retired employee's OPEB Trust account to pay for a portion of the employee's healthcare benefit with the City paying the balance. [Note: This example is for illustrative purposes only. If the money in the retiree's "account" lasts more than 15 years, that money shall continue to be utilized to offset the retiree's healthcare benefit expenses.]*
- *When an employee retires, the funds attributable to that employee will remain in the OPEB Trust and continue to earn income that will be used to pay for a portion of the retiree's healthcare benefits until those funds have been totally used for that retiree or until the retiree passes away.*

- *When the retiring employee's "account" has been fully utilized to offset his healthcare benefit expenses, the City shall be liable for payment of the full benefit thereafter.*
- *If an employee leaves the City's employment prior to retirement where that employee would not be entitled to healthcare benefits, then the funds sitting in "his account" shall be paid to him within 30 days after leaving the City's employ.*
- *If a retired employee should die prior to the funds in "his account" being fully utilized to pay for his share of the healthcare benefits under this Agreement, then those funds shall be payable to the retiree's estate.*

ARTICLE XIV

REWRITTEN IN ITS ENTIRETY. HOWEVER, THE ONLY SUBSTANTIVE CHANGE IS THAT EMPLOYEES HIRED AFTER 7/1/19 ARE IN PENSION PLAN 2 TIER II (AS OPPOSED TO EMPLOYEES HIRED AFTER 7/1/14). IN ADDITION, LANGUAGE IS ADDED TO CLARIFY THE SITUATION WHERE AN EMPLOYEE RECEIVES A DISABILITY PENSION BETWEEN THEIR 25th AND 30th YEAR AND BETWEEN THEIR 30th AND 35th YEAR.

SECTION 1. PENSION PAYMENTS

- ~~a. Payments into the Fire Department Pension Fund by employees of the department and the City shall be made in accordance with the relevant provisions of the Warwick Code or Ordinances, Chapter 20, Fire Protection and Fire Protection and Prevention.~~
- ~~b. In Tier I, each member who is an employee, the amount of the members' contributions shall be adjusted to one third of the annual contribution rate for Tier I determined by the actuary in accordance with section 20-242(c). In Tier II, each member who is an employee, the amount of the members' contributions shall be adjusted to one third of the annual contribution rate for Tier II determined by the actuary in accordance with section 20-242(c). The actuary shall evaluate Tier I and Tier II as a single fund for the purpose of determining the pension contributions for the city (the two-thirds share of the total), but shall determine separate employee contribution rates for members of Tier I and Tier II, reflecting one third of the difference in the value of the benefit being provided under this plan for the two tiers.~~

SECTION 2. VESTING

~~1. Vesting~~

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

~~2. Payments~~

~~Payments of said pension shall commence upon the date that the employee would have completed 20 years of service under the provisions of the pension ordinance,~~

~~had the employee continued as a member of the Fire Department.~~

~~3. Employees with More Than 10 Years of Service~~

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

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

~~4. No Other Benefits~~

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

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

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

SECTION 3. NOTICE FOR RETIREMENT

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

advance of the date of retirement.

SECTION 4. BENEFIT IMPROVEMENTS

- a. ~~Military Buy Back after 20 years of service at Actuarial Value.~~
- b. ~~1% for each additional year of service between 20 and 30 to a maximum pension of 60% in lieu of 25 to 30 years at 2% to 60% maximum.~~
- c. ~~Full Escalator at 20 years of service instead of 25 years.~~
- d. ~~66⅔% Disability Pension for all Heart, Respiratory, and Cancer disabilities and a Social Security qualified disability at time of pension application. For the Social Security Qualified Disability Pension, if the employee is not qualified at the time of retirement, but has an application filed with the Social Security Administration before his or her retirement, then the employee shall be placed on a 50% pension, or at a rate computed with the employee's service time, whichever is greater, and at the time of qualification by the Social Security Administration, the employee's pension shall be increased from the amount being received to 66⅔% and the employee shall receive the difference between the amount received and 66⅔% retroactive to the date of placement on the pension roll. All other types of service disability applications received after July 1, 1989 will be at 50% or at a rate computed with the employee's service time, whichever is greater. Employees who are entitled to a pension percentage higher than 66⅔% based upon their creditable service shall receive the higher amount.~~

SECTION 5. PENSION—SECTION II

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

- ~~Non-Service related disability—same as Section I.~~
- ~~Widows and survivors benefits—same as Section I.~~

- ~~• Income Offset—same as Section I.~~
- ~~• Retirement after 20 years—50%.~~
- ~~• Retirement after 30 years—75% (2% per year from 21 to year 25, and 3% per year from 26 and 30 years of service not to exceed 75% total.~~
- ~~• No smoking as a condition of employment.~~
- ~~• Mandatory physical fitness program for all employees hired after May 28, 1992.~~
- ~~• Age at hiring—no less than 21 years of age and no greater than 30 years of age.~~
- ~~• Pension benefit based on the last three years of service. Effective January 1, 2005, pension benefits will be based upon the last year of service, which benefits shall be calculated by using daily pro-ration.~~
- ~~• Any employee retiring between July 1, 2005, and September 18, 2005, shall have his or her pension calculated at 50% of creditable income for 20 years of service plus 3% for each year of service between years 21 and 30 to a maximum of 80% (pro-rated daily for partial years of service). After September 18, 2005, no employee shall retire at a percentage higher than 75%.~~
- ~~• COLA capped at 3% annually.~~
- ~~• 66⅔% for job-related disabilities of heart, lung, cancer and Social Security qualified disabilities in the same manner as prescribed in Section 4 (d) above.~~
- ~~• Conclusive presumption language as in the present collective bargaining agreement~~
- ~~• Funding for Section II Pension shall be 1/3 of the cost by the employee and 2/3 by the City. The initial contribution is expected to be 11% by the employee and 22% by the City.~~

ARTICLE XIV

A. THE PENSION PLANS IN GENERAL

SECTION 1. THE PLANS

The following pension plans are in effect for firefighters and retired firefighters of the City.

- *Pension Plan 1 is for members who were hired on or before May 28, 1992 and who did not elect to be part of Pension Plan 2.*
- *Pension Plan 2 is for all members hired on or after May 29, 1992 as well as those members hired on or before May 28, 1992 who elected to be part of Pension Plan 2.*
 - *Tier I is for all members in Pension Plan 2 who were hired before July 1, 2019.*
 - *Tier II is for all members in Pension Plan 2 who were hired on or after July 1, 2019.*

SECTION 2. DEFINITIONS

Unless otherwise stated, the words, terms and phrases in this Article XIV shall have the same definitions as set forth in Chapter 20, Articles III and IV of the Warwick Code of Ordinances (the "Pension Ordinance").

SECTION 3. AMENDMENTS

Any changes to the Pension Ordinance subsequent to July 1, 2018, shall not change the terms of this Agreement. The parties acknowledge that any change to pension benefits are a mandatory subject of bargaining. Once any agreement has been made with respect to any such changes, the Pension Ordinance shall be amended to reflect those changes.

SECTION 4. TERMS OMITTED

Not all of the terms of the Pension Ordinance are set forth in this Agreement. To the extent that particular terms have been omitted in this Agreement, the Pension Ordinance shall govern the matter in question.

SECTION 5. INCONSISTENT TERMS

To the extent that the terms of this Agreement are inconsistent with the Pension Ordinance, the terms of this Agreement shall govern.

B. PENSION PLAN 1

SECTION 1. MEMBERSHIP FOR PLAN 1

Membership for Pension Plan 1 shall be governed by Sec. 20-101 of the Pension Ordinance except that certain members hired after May 28, 1992 have opted into Pension Plan 2.

SECTION 2. CREDITABLE SERVICE FOR PLAN 1

Creditable Service shall be governed by Sec. 20-106 to Sec. 20-109 of the Pension Ordinance.

SECTION 3. BENEFITS FOR PLAN 1

Normal retirement benefits, service-related and non-service-related disability benefits, service-related and non-service-related death benefits, shall all be governed by Sec. 20-111 to Sec. 20-113 of the Pension Ordinance.

SECTION 3.1. ADDITIONAL BENEFITS FOR PLAN 1

For the Social Security Qualified Disability Pension, if the employee is not qualified. If a member has not qualified for a social security disability pension at the time of retirement, but has an application filed with the Social Security Administration before his or her retirement, then the employee shall be placed on a 50% pension, or at a rate computed with the employee's service time, whichever is greater, and at the time of qualification by the Social Security Administration, Should the employee qualify thereafter for a social security

pension, then the employee's pension shall be increased from the amount being received to 66 $\frac{2}{3}$ % and the employee shall *also* receive the difference between the amount received and 66 $\frac{2}{3}$ %—retroactive to the date of placement on the pension roll. ~~All other types of service disability applications received after July 1, 1989 will be at 50% or at a rate computed with the employee's service time, whichever is greater.~~ Employees who are entitled to a pension percentage higher than 66 $\frac{2}{3}$ % based upon their creditable service shall receive the higher amount.

SECTION 4. VESTING FOR PLAN 1

The vesting of pension benefits shall be governed by Sec. 20-114 of the Pension Ordinance.

SECTION 5. COST OF LIVING ADJUSTMENTS (COLAs) FOR PLAN 1

COLAs or indexation of benefits shall be governed by Sec. 20-116 of the Pension Ordinance.

SECTION 6. MANDATORY RETIREMENT FOR PLAN 1

Any member who attains the age of 60 while an employee (age 65, if the member holds the rank of Chief, Deputy Chief, Battalion Chief or Superintendent of Fire Alarms) shall retire under Sec. 20-111 of the Pension Ordinance at the end of the calendar year (per RIGL § 28-5-7.1) after his 60th birthday (65th if applicable).

SECTION 7. PAYMENT OF BENEFITS FOR PLAN 1

The payment of benefits to members, their surviving spouses and children shall be governed by Sec. 20-121 to Sec. 20-125 of the Pension Ordinance.

SECTION 8. CONTRIBUTIONS FOR PLAN 1

Contributions of the members and the City shall be governed by Sec. 20-131 to Sec. 20-133 of the Pension Ordinance.

C. PENSION PLAN 2

SECTION 1. MEMBERSHIP FOR PLAN 2

Pension Plan 2 is divided into two tiers, Tier I and Tier II.

Tier I means the pension fund covering any employee hired on or after May 29, 1992 (as well as any employee hired on or before May 28, 1992 who elected to be part of Pension Plan 2) and before July 1, 2018.

Tier II means the pension fund covering any employee hired after June 30, 2018.

With respect to Pension Plan 2, the phrase "effective date" in both the Pension Ordinance and this Agreement means May 29, 1992 for Tier I and means July 1, 2018 for Tier II.

SECTION 2. CREDITABLE SERVICE FOR PLAN 2

Creditable service shall be governed by Sec. 20-181 to Sec. 20-184 of the Pension Ordinance.

SECTION 3. BENEFITS FOR PLAN 2

Normal retirement benefits, service-related and non-service-related disability benefits, service-related and non-service-related death benefits, shall all be governed by Sec. 20-201 to Sec. 20-203 of the Pension Ordinance.

SECTION 3.1. ADDITIONAL BENEFITS FOR PLAN 2

*~~For the Social Security Qualified Disability Pension, if the employee is not qualified~~ **If a member has not qualified for a social security disability pension** at the time of retirement, but has an application filed with the Social Security Administration before his ~~or her~~ retirement, then the employee shall be placed on a 50% pension, or at a rate computed with the employee's service time, whichever is greater, ~~and at the time of qualification by the Social Security Administration,~~ **Should the employee qualify thereafter for a social security***

pension, then the employee's pension shall be increased from the amount being received to 66⅔% and the employee shall *also* receive the difference between the amount received and 66⅔%—retroactive to the date of placement on the pension roll. ~~All other types of service disability applications received after July 1, 1989 will be at 50% or at a rate computed with the employee's service time, whichever is greater. Employees who are entitled to a pension percentage higher than 66⅔% based upon their creditable service shall receive the higher amount.~~ Employees who are entitled to a pension percentage higher than 66⅔% based upon the creditable service shall receive the higher amount.

SECTION 3.2. SERVICE-RELATED DISABILITY BENEFITS FOR PLAN 2 TIER II

The member's annual benefit for a service-related disability will be 66⅔% of the member's final average salary until such time that the member would have reached his 25th anniversary from his date of hire; then the member will be transferred to the retirement list and will begin receiving his normal retirement benefit as if he had not been disabled (with service credit for time the member was receiving his disability benefit) and without regard to the member's age at such time, but subject to the provisions of Section 6 below (Mandatory Retirement For Plan 2); provided, however, that such reduced benefit shall be considered as a disability pension.

A member who becomes totally and permanently disabled after completing 25 years of service shall be entitled to the benefits set forth above until such time that the member would have reached his 30th year anniversary from his date of hire; then the member will be transferred to the retirement list and will begin receiving his normal retirement benefit as if he had not been disabled (with service credit for time the member was receiving his disability benefit) and without regard to the member's age at such time, but subject to the provisions of Section 6 below (Mandatory Retirement For Plan 2); provided, however, that such reduced benefit shall be considered as a disability pension.

A member who becomes totally and permanently disabled after completing 30 years of service shall be entitled to the benefits set forth above until such time that the member would have reached his 35th year anniversary from his date of hire; then the member will be

transferred to the retirement list and will begin receiving his normal retirement benefit as if he had not been disabled (with service credit for time the member was receiving his disability benefit) and without regard to the member's age at such time, but subject to the provisions of Section 6 below (Mandatory Retirement For Plan 2); provided, however, that such reduced benefit shall be considered as a disability pension.

SECTION 4. VESTING FOR PLAN 2

The vesting of pension benefits shall be governed by Sec. 20-204 of the Pension Ordinance.

SECTION 5. COST OF LIVING ADJUSTMENTS (COLAS) FOR PLAN 2

COLAs or the indexation of benefits shall be governed by Sec. 20-205 of the Pension Ordinance.

SECTION 6. MANDATORY RETIREMENT FOR PLAN 2

Any member who attains the age of 60 while an employee (age 65, if the member holds the rank of Chief, Deputy Chief, Battalion Chief or Superintendent of Fire Alarms) shall retire under Sec. 20-207 of the Pension Ordinance at the end of the calendar year (per RIGL § 28-5-7.1) after his 60th birthday (65th, if applicable).

SECTION 7. PAYMENT OF BENEFITS FOR PLAN 2

The payment of benefits to members, their surviving spouses and children shall be governed by Sec. 20-221 to Sec. 20-225 of the Pension Ordinance.

SECTION 8. CONTRIBUTIONS FOR PLAN 2

Contributions of the members and the City shall be governed by Sec. 20-241 to Sec. 20-242 of the Pension Ordinance.

D. MISCELLANEOUS

SECTION 3.1. NOTICE FOR RETIREMENT

Any qualified employee wishing to be placed on a normal service-~~connected~~ pension will be

required to give written notice to the Chief of Department no less than thirty (30) days in advance of the date of retirement.

SECTION 2. CONCLUSIVE PRESUMPTION

~~Conclusive presumption language as in the present collective bargaining agreement.~~

Where an employee is disabled from performing his regular duties as a fire fighter because of a heart condition or respiratory ailment, it shall be conclusively presumed that such disability is attributable to his employment as a member of the Department. If an employee is disabled from performing his regular duties as a fire fighter because of hepatitis B or C, it shall be rebuttably presumed that such disability is attributable to his employment as a member of the Department.



1970-1971

The first part of the report is devoted to a description of the work done during the year. It is followed by a section on the results of the work, and a final section on the conclusions. The work was carried out in the laboratory of the Department of Physics, University of Cambridge, during the period from 1st January to 31st December 1970.



ARTICLE XVIII

SECTION 1. DURATION OF THIS AGREEMENT

Duration of this agreement shall be for a term ~~of twelve months~~ commencing on ~~the first (1st) day of July, AD 2018~~ **July 1, 2019** and ending ~~on the thirtieth (30th) day of June, AD 2019~~ **June 30, 2022**.

In the event a new contract is not executed prior to the expiration of this Agreement, this Agreement and all of its terms and conditions will remain in full force and effect until a new written contract is executed; provided, however, that the foregoing shall not prohibit any provision in a new contract from being retroactive to ~~the first (1st) day of July, AD 2018~~ **July 1, 2022**.

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In the event a new contract is not executed prior to the expiration of this Agreement, this Agreement and all of its terms and conditions will remain in full force and effect until a new written contract is executed; provided, however, that the foregoing shall not prohibit any provision in a new contract from being retroactive to ~~the first (1st) day of July, AD 2018~~ *July 1, 2022*.

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

In the presence of:

CITY OF WARWICK

WITNESS

Joseph J. Solomon, Mayor

Dated: _____

LOCAL 2748, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

WITNESS

Michael Carreiro, President

Dated: _____