AGREEMENT

BY AND BETWEEN

THE

CITY OF WARWICK

AND

LOCAL 2748, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

JULY 1, 2022 TO JUNE 30, 2025

TABLE OF CONTENTS

AGREEMENT 1
ARTICLE I 2
SECTION 1. RECOGNITION, GENDER NEUTRAL REFERENCES AND NON-DISCRIMINATION 2
SECTION 2. UNION SECURITY, DUES DEDUCTION AND INDEMNIFICATION 2
SECTION 2.1 DUES AND DEDUCTIONS 3
SECTION 3. MANAGEMENT RIGHTS 3
SECTION 4. SENIORITY 4
SECTION 4.5. USE OF SENIORITY 4
SECTION 5. TIME OFF FOR BARGAINING 5
SECTION 6. REIMBURSEMENT FOR EDUCATIONAL EXPENSES 6
SECTION 6.5 SPECIAL HAZARDS TRAINING 7
SECTION 6.5.1. MARINE TRAINING 7
SECTION 7. EDUCATIONAL DEVELOPMENT 7
ARTICLE II 9
SECTION 1. VACANCIES - PRIVATES' RANKS 9
SECTION 2. TEMPORARY SERVICE OUT OF RANK 9
SECTION 3. FILLING TEMPORARY VACANCIES 10
SECTION 4. VACANCIES - OFFICERS' RANKS 11
SECTION 5. OFFICERS SERVING OUT OF RANK 13
SECTION 6. RESCUE PERSONNEL 13
ARTICLE III 17
SECTION 1. DUTIES 17
SECTION 2. DETAIL TO OTHER DEPARTMENTS PROHIBITED 17
SECTION 3. FIRE HYDRANTS 18
SECTION 4. BOAT LAUNCHING 18
SECTION 5. TESTING OF AERIAL DEVICES 18
SECTION 6. SAFETY OF APPARATUS 18
ARTICLE IV 19
SECTION 1. HOURS 19
SECTION 2. SUBSTITUTIONS 20
SECTION 3. OVERTIME PAY 20
SECTION 4. CALL BACK PAY 21
SECTION 5. OVERTIME RATE OF PAY 21
ARTICLE V 22
SECTION 1. PARADE AND OTHER DETAILS 22
SECTION 2. CIVIC AND NON-CIVIC DETAILS 22
ARTICLE VI 23
SECTION 1. VACATIONS 23
SECTION 1.5 VOLUNTARY VACATION ACCRUAL SYSTEM 24
SECTION 2. SENIORITY 24
SECTION 3. PAID HOLIDAYS 24

ARTICLE VII 27
SECTION 1. CLOTHING ALLOWANCE 27
SECTION 2. ADDITIONAL UNIFORMS 27
SECTION 3. CLOTHING MAINTENANCE ALLOWANCE 28
ARTICLE VIII 29
SECTION 1. SICK LEAVE 29
SECTION 2. REASONS FOR SICK LEAVE 30
SECTION 3. FAMILY SICK LEAVE 30
SECTION 4. SICK LEAVE PAY UPON RETIREMENT OR DEATH 30
SECTION 4.5. SICK LEAVE PAY UPON DISABILITY RETIREMENT FOR SERVICE-CONNECTED DISABILITY 31
SECTION 5. BEREAVEMENT LEAVE 31
SECTION 6. PAYMENT FOR UNUSED SICK LEAVE AFTER MAXIMUM ACCUMULATION 31
ARTICLE IX 33
SECTION 1. INJURIES AND ILLNESS 33
SECTION 2. MEDICAL CARE FOR INJURIES OR ILLNESS IN LINE OF DUTY 33
SECTION 2.1. RESOLUTION OF DISPUTES RE: ON-THE-JOB INJURIES 34
SECTION 2.2. RECURRENCE OF AN INJURY/ILLNESS 34
SECTION 3. MEDICAL CARE FOR INJURIES ON PRIVATE DETAIL 35
SECTION 4. PRESUMPTION OF DISABILITY 35
SECTION 5. LIGHT DUTY 36
ARTICLE X 38
SECTION 1. RULES AND REGULATIONS 38
SECTION 2. ACCESS TO PERSONNEL RECORDS 38
SECTION 3. WORKING CONDITIONS 38
SECTION 4. LIMITATION ON TRAINEE ASSIGNMENT 39
SECTION 5. TABLE OF ORGANIZATION 40
SECTION 6. MEDICAL EXAMINATION 40
SECTION 7. PRINTING OF AGREEMENT 40
SECTION 8. RETIREE'S PAYROLL DEDUCTION 40
SECTION 9. PHYSICAL FITNESS 40
ARTICLE XI 42
SECTION 1. SALARIES 42
SECTION 2. STEP PAYMENTS 43
ARTICLE XII 44
SECTION 1. GRIEVANCE PROCEDURE 44
STEP ONE 44
STEP TWO 44
STEP THREE 45
ARTICLE XIII 47
SECTION 1. MEDICAL INSURANCE, PHYSICIAN'S SERVICE 47
SECTION 1.1. EMPLOYEES' OTHER POST-EMPLOYMENT BENEFITS TRUST 49
SECTION 2. LIABILITY INSURANCE 49

SECTION 3. DEATH BENEFIT 49
SECTION 4. TERM LIFE INSURANCE 50
ARTICLE XIV 51
A. THE PENSION PLANS IN GENERAL 51
SECTION 1. THE PLANS 51
SECTION 2. DEFINITIONS 51
SECTION 3. AMENDMENTS 51
SECTION 4. TERMS OMITTED 51
SECTION 5. INCONSISTENT TERMS 52
B. PENSION PLAN 1 52
SECTION 1. MEMBERSHIP FOR PLAN 1 52
SECTION 2. CREDITABLE SERVICE FOR PLAN 1 52
SECTION 3. BENEFITS FOR PLAN 1 52
SECTION 3.1. ADDITIONAL BENEFITS FOR PLAN 1 52
SECTION 4. VESTING FOR PLAN 1 53
SECTION 5. COST OF LIVING ADJUSTMENT (COLAs) FOR PLAN 1 53
SECTION 6. MANDATORY RETIREMENT FOR PLAN 1 53
SECTION 7. PAYMENT OF BENEFITS FOR PLAN 1 53
SECTION 8. CONTRIBUTIONS FOR PLAN 1 53
C. PENSION PLAN 2 53
SECTION 1. MEMBERSHIP FOR PLAN 2 53
SECTION 2. CREDITABLE SERVICE FOR PLAN 2 54
SECTION 3. BENEFITS FOR PLAN 2 54
SECTION 3.1. ADDITIONAL BENEFITS FOR PLAN 2 54
SECTION 3.2. SERVICE-RELATED DISABILITY BENEFITS PLAN 2 TIER II 54
SECTION 4. VESTING FOR PLAN 2 55
SECTION 5. COST OF LIVING ADJUSTMENTS (COLAs) FOR PLAN 2 55
SECTION 6. MANDATORY RETIREMENT FOR PLAN 2 55
SECTION 7. PAYMENT OF BENEFITS FOR PLAN 2 56
SECTION 8. CONTRIBUTIONS FOR PLAN 2 56
D. MISCELLANEOUS 56
SECTION 1. NOTICE FOR RETIREMENT 56
SECTION 2. CONCLUSIVE PRESUMPTION 56
ARTICLE XV 57
SECTION 1. NO STRIKE CLAUSE 57
ARTICLE XVI 58
SECTION 1. LAYOFF OF EMPLOYEES 58
ARTICLE XVII 59
MISCELLANEOUS PROVISIONS 59
ARTICLE XVIII 60
SECTION 1. DURATION OF THIS AGREEMENT 60

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 as of this 1st day of July, 2022 by and between the CITY OF WARWICK ("City" or "Employer") AND LOCAL 2748, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO ("Union" or "Local 2748").

ARTICLE I

SECTION 1. RECOGNITION, GENDER NEUTRAL REFERENCES AND NON-DISCRIMINATION

The City recognizes Local 2748 as the exclusive bargaining agent for all the permanent sworn uniformed employees of the Warwick Fire Department ("Department"), excepting the Chief and the Assistant Chief(s), for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the City and employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions. The right of the Chief and the Assistant Chief(s) to belong to Local 2748, shall in no way be limited or affected by this Agreement.

All references in this Agreement to an "employee" or "employees" as well as use of the pronouns "he", "him" and "his" 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.

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 or Local 2748 against any employee of the 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.

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.

SECTION 3. MANAGEMENT RIGHTS

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.

SECTION 4. SENIORITY

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

SECTION 4.5. USE OF SENIORITY

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

a. Transfers to any position within the Department; provided, however, that with respect to transfers from one division to another division within the Department, the only bid position will be the lowest ranking one in the division. All positions above the lowest ranking one in the division shall be filled, if vacant, by either promotions from within the division or by a transfer made by the Chief of the Department.

b. Days off, holidays, and any and all circumstances or situations by whatever name they may be given, except as provided in Paragraph (a) above; provided, however, that an employee may reject the position or benefit at his discretion without the need of 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 prevail.

c. Employees may bid for jobs or positions. Whenever there is a vacancy, the vacancy shall be posted and all employees in the order of their seniority shall have an opportunity to bid on said position. The senior employee shall be awarded the bid. The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in cases where the City and Local 2748 so mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this section except in cases where the City and Local 2748 may mutually agree to extend such trial period.

   If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position the employee shall have the right to file a

grievance in accordance with the grievance provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedures as previously mentioned.

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

d. Vacancies and notice of bid shall be posted in all stations fourteen (14) days or more before any bid session.

e. Personnel changing from one platoon to another shall do so by their choice with no obligation on the part of the City to compensate, adjust or reimburse personnel who work more hours than normal; nor shall the City seek to reduce pay or require make-up time for those persons working less hours than normal.

f. Once the vacation schedule is established, any person changing from one platoon to another shall have a selection of only those weeks that have space available under the established vacation schedule. They shall select from the available time based upon their respective seniority of all employees moving onto that particular platoon. They shall not have the right to alter any previously selected vacations; but voluntary exchanges of vacation dates are permitted in accordance with existing policies.

g. During the trial period, progress reports may be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Chief of the Department.

h. The City will furnish to Local 2748 and maintain an up-to-date seniority list, a copy of which is posted on Bulletin Board at Fire Headquarters.

SECTION 5. TIME OFF FOR BARGAINING

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

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

SECTION 6. REIMBURSEMENT FOR EDUCATIONAL EXPENSES

The City agrees to reimburse any employee covered by this Agreement the full cost of tuition and books for any such employee who has attended, with the approval of the Chief of the Department, an approved school relating to Department activities and who has successfully completed such course of study, provided such costs have not been paid for or reimbursed from any other source. The total amount to be reimbursed to all employees of the Department will be limited to the sum of Twenty-Five Thousand ($25,000.00) Dollars during the contract year.

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

The City agrees to reimburse for educational expenses as follows:

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

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

SECTION 6.5. SPECIAL HAZARDS TRAINING

If any member of the Department while off duty, is required or requested to attend any school or seminar for either initial or advanced training, the City agrees to pay the employee at his/her straight time hourly rate of pay, hourly rate being 1/40th of his/her weekly salary, for time spent in actual attendance at the school instructional sessions on days that the employee would normally be off duty. This section shall not apply to individual training courses which are not part of the school training program. Personnel who bid positions assigned to Special Hazards One shall attend Hazardous Materials training at their earliest opportunity. This shall occur within one year of assignment unless that training is unavailable during that time period. Training shall be for Hazardous Materials Technician, Rope Operations Level 1, Vehicle Extrication and Confined Space Technician.

In addition to this training, personnel may be required to attend additional specialized training as agreed to by the Chief of the Department and the President of Local 2748. Personnel who fail to meet these requirements shall have their positions made available for bid at the next available bid session. Personnel may not re-bid these positions until the required qualifications are obtained.

SECTION 6.5.1. MARINE TRAINING

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

SECTION 7. EDUCATIONAL DEVELOPMENT

The City agrees to allow at least four (4) members of Local 2748 time off with pay to attend the National Fire Academy for a period not to exceed seven (7) days.

The City will reimburse each fire fighter that it assigns to attend the National Fire Academy a sum of money to cover all reasonable and necessary fees, meals and travel expenses to and from the National Fire Academy. The total sum of One Thousand Five Hundred ($1,500.00) Dollars will not be exceeded for National Fire Academy attendance in any fiscal year.

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

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 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.

SECTION 2. TEMPORARY SERVICE OUT OF RANK

a. Any employee serving out of rank shall receive the pay of the employee for whom he or she is filling in, regardless of the number of pay increment applicable to that position, provided such service is for a period of one (1) full working day or longer. Service for part of a workday shall constitute service for the full working day so long as the vacancy existed at the beginning of the working day.

b. In any case where an employee who is serving temporarily out of rank is required to serve out of rank in a higher position, he shall be entitled to receive as pay the next highest departmental pay rate over his temporary pay rate after he has served in such higher position for a period of sixteen (16) working days.

c. For the purpose of this section, service out of rank shall not be deemed to have been broken by the employee who is temporarily serving out of rank having his regular days off.

d. In any case where an employee serving out of rank contracts an illness or suffers an injury in the performance of his duty he will continue to receive pay at the rate he is receiving while serving out of rank until such time as he is able to return to his normal duty. In the event an employee so disabled is subsequently placed on pension, his pension shall be based on the pay he was receiving while serving out of rank.

e. If any employee is killed in the line of duty while performing services out of rank, any benefit payments which may be due to his surviving spouse, his estate or his heirs-at-law shall be based upon the rate of pay of the rank in which said employee was performing services at the time of his death.

f. On vehicles in the Rescue Division, if a vacancy occurs in the rank of Lieutenant and the promotional list for the platoon is exhausted and the platoon is not below minimum staffing, the vacancy shall be filled by a private 1st class who must possess a minimum of an EMT-C license.

g. On vehicles in the fire line, if a vacancy occurs in the ranks of Lieutenant and the promotional list for the platoon is exhausted and the platoon is not below minimum staffing, the vacancy shall be filled by the most senior Private 1st class with at least 4 years' time in grade at that rank.

SECTION 3. FILLING TEMPORARY VACANCIES

a. In the event of a temporary vacancy in any rank above the rank of Fire Lieutenant or Rescue Lieutenant on a particular platoon, wherever practicable such vacancy shall be filled at once by the top employee on the promotional list on the particular platoon for the rank in which the temporary vacancy exists.

b. In the event of a temporary vacancy in the rank of Fire Lieutenant or Rescue Lieutenant on a particular platoon, wherever practicable, such vacancy shall be filled at once by the top employee on the promotional list for lieutenants working on that particular platoon.

c. In the event of a temporary vacancy in the position of Assistant Fire Marshall, such vacancy shall be filled by the top person on the promotional list for this position. If no list exists, the senior Inspector shall fill this position. In the event of a temporary vacancy in the position of Fire Marshall, the vacancy shall be filled by the top person on the promotional list for this position. If no such list exists, then the Assistant Fire Marshall with the most rank seniority shall fill this position. In the event of a temporary vacancy in the position of Deputy Chief of Communications, the position shall be filled by Employee #2 (see Article II, Section 6(k)). Once Employee #2 is no longer serving as a member of the Specialist Division, the temporary vacancy of the Deputy Chief of Communications shall be filled by a supervisor as determined by the Chief of the Department. In the event of a temporary vacancy due to vacation leave in the position

of Deputy Chief of Training, the Captain of Training shall fill the vacancy for the vacation leave period of the Deputy Chief.

d. Where the temporary vacancy to be filled, in accordance with the foregoing provisions, is one created by an employee being on vacation or being absent because of sickness, illness or injury of protracted duration, or any other reason, the vacancy shall be filled in accordance with the foregoing provisions.

e. In the event the promotional list on a particular platoon is exhausted or the platoon is in a hiring position then the vacancy shall be filled on a rank for rank basis.

SECTION 4. VACANCIES – OFFICERS' RANKS

a. Any vacancy in the officers' ranks shall be filled from the appropriate promotional list within twenty (20) days after the vacancy occurs.

b. Except as thereinafter provided, promotional eligibility lists shall remain in effect for a period of two (2) years from the date of their establishment. However, the following procedure shall be followed in connection with the next promotional testing for the ranks of Lieutenant and Captain. Tests for these ranks will be given in October and November of 2023. Those promotional lists will then expire in April of 2026 (instead of October and November of 2025). Thereafter, the promotional list for Lieutenant and Captain will expire two (2) years from the date of their respective establishment.

c. At least three (3) months prior to any promotional process, notice of such process shall be posted on the Department Bulletin Board of each station. Such notice shall contain, among other information, the source of all materials from which the written examination 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.

The promotional processes for all ranks will be divided into two (2) sections, with the following points given for each section:

1. Written examination.....70 points. A minimum score of 65% on the written examination is required in order to be listed on the promotional list.
2. Seniority: One (1) point for each year on the Department—not to exceed 30 points.

The names of the three (3) individuals receiving the top score on any promotional process will be posted in all stations and divisions of the Department, showing the points allowed to each portion of the process. All Department members who took part in the 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 Lieutenant until such employee has served as a Fire Fighter, Grade 1 (or its equivalent), for a period of at least four (4) years in the 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. However, if no employee meets the two-year in grade requirement, then any employee with at least one (1) year in present grade (above the rank of Lieutenant) shall be eligible to take the examination in question.

Written Examinations shall be conducted as follows:

The material for the examination shall be taken from a maximum of three (3) study sources. These study sources shall consist of the following: (i) the current Warwick Fire Department Standard Operating Guidelines (which will make up 50% of the test questions); (ii) a current IFSTA/NFPA book or manual which will be determined by the study committee with the intent that the source shall take into consideration the position for which the test is being conducted (current Rhode Island statewide emergency medical service protocols for a Rescue Lieutenant or higher) (which will consist of 25% of

the test questions); and (iii) the final source will be any book or manual determined by the study committee with the intent that the source shall take into consideration the position for which the test is being conducted. 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. Challenges to the results of the written examination shall be resolved through the grievance procedure set forth in Article XII.

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

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

g. All promotions shall be made from the top employee on the promotional list.

SECTION 5. OFFICERS SERVING OUT OF RANK

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

SECTION 6. RESCUE PERSONNEL

a. The employee in charge of a rescue vehicle shall be designated and classified as a Rescue Lieutenant or Rescue Captain. On each Rescue Company one (1) Rescue Officer will be in charge for each of the four (4) platoons. Of the four (4) assigned to each Rescue Company, one (1) Officer will hold the rank of Rescue Captain.

b. Intentionally left blank.

c. The salary of a Rescue Lieutenant and/or Rescue Captain shall be the same as that of a Fire Lieutenant and/or Fire Captain as set forth in Article XI hereof. The salary of a Fire Fighter (Grade 1, 2 or 3) driving a Rescue shall be five (5%) percent more than his or her normal rate of pay.

d. Rescue personnel shall be subject to the performance of regular fire-fighting duties.

e. In the event that an employee assigned to a piece of rescue equipment is temporarily absent, the employee who is designated to fill in shall be compensated for such position after he serves for one (1) full shift or more.

f. If any Rescue personnel or fire fighter while off duty, is requested or required to attend classes given at any hospital or school for advancement of their skills in rescue work, the City agrees to pay the employee at his straight time hourly rate of pay, hourly rate of pay being 1/40th of
his regular weekly pay, for all time spent during the period that any such class or seminar is scheduled to be given.
The call-back pay provisions of this Agreement shall not apply to this paragraph.

g. If a Rescue Captain or a Rescue Lieutenant resigns his rank, he shall be assigned as a Rescue Captain or a Rescue Lieutenant until the next promotional list is made. He will only be used when all others on the promotional list are being used.
All eligible Grade 1 Fire Fighters (or its equivalent) shall be allowed to take promotional examinations for Rescue Lieutenant positions.

h. Intentionally left blank.

i. Intentionally left blank.

j. The duties of the Deputy Chief of EMS (formerly the Rescue Coordinator) shall be those that were adopted by the Board of Public Safety at its December 19, 1988 meeting and included in the rules and regulations of the Department.

k. Specialist Division
Prior to July 1, 2022, the Specialist Division consisted of the Fire Prevention Division and the Fire Alarm Division. The Fire Prevention Division had 1 Fire Marshall, 1 Assistant Fire Marshall and 2 Inspectors. The Fire Alarm Division had 1 Superintendent of Fire Alarms and 1 Chief Lineman.
Commencing on July 1, 2022, the Specialist Division shall consist of a Fire Prevention Division and a Communications Division. The Fire Prevention Division shall consist of 1 Fire Marshall, 2 Assistant Fire Marshalls and 2 Inspectors. The Communications Division shall consist of 1 Deputy Chief of Communications.
So that no employee assigned to the Specialist Division on June 30, 2022 loses his position within that Division, the following procedure will be used to fill certain positions as of July 1, 2022.

- The current Superintendent of Fire Alarms assigned to the Fire Alarm Division (Employee #1) shall become the Deputy Chief of Communications assigned to the Communications Division.
- The current Chief Lineman assigned to the Fire Alarm Division (Employee #2) shall become the second Assistant Fire Marshall assigned to the Fire Prevention Division.
- Because Employee #2 did not take a promotional test to be transferred into the Fire Prevention Division, he shall be ineligible to be promoted to the rank of Fire Marshall—unless Employee #2 goes through the testing procedure to become an Inspector and then an Assistant Fire Marshall.
- Once Employee #1 vacates the position of Deputy Chief of Communications, then Employee #2—provided he is still holding the position of Assistant Fire Marshall—shall become the next Deputy Chief of Communications.
- The now vacated Assistant Fire Marshall's position (because Employee #1 has become the Deputy Chief of Communications) shall then be filled in the usual manner—i.e. testing of the eligible Inspectors.
- Once Employee #2 vacates the position of Deputy Chief of Communications (or in the event he never filled said position because he was not the Assistant Fire Marshall when Employee #1 vacated the Deputy Chief of Communications position), then the next Deputy Chief of Communications shall be filled in accordance with the same testing procedure used to fill the position of Deputy Chief of Training.
- Once the individual who was the Fire Marshall as of July 1, 2022 (Employee #3) vacates that position, then the Assistant Fire Marshall as of June 30, 2022 (Employee #4) would fill the position of Fire Marshall pursuant to subsection (iv) below, provided that Employee #4 is still the Assistant Fire Marshall.
- Thereafter, positions within the Specialist Division shall be filled pursuant to subsections (i)-(v) below.

  i. Inspector position shall be filled pursuant to the competitive testing process used for promotions to the rank of Lieutenant.

ii. Once Employee #2 vacates the position of Deputy Chief of Communications, that position shall be filled according to the same testing procedure used to fill the position of the Deputy Chief of Training.

iii. Except for Employee #2, an employee must have served 2 years as an Inspector in order to be eligible to be promoted to the position of Assistant Fire Marshall.

iv. Promotions to the rank of Fire Marshall shall be done pursuant to the testing procedure set forth in this Article II.

v. Any employee permanently assigned to the Fire Prevention Division or the Communications Division shall within one (1) year of their assignment be required to become NFPA 1031 certified and also be certified as an Assistant Deputy State Fire Marshall.

ARTICLE III

SECTION 1. DUTIES

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

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

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

The above two provisions regarding EMT and EMT-C licenses shall not apply to individuals serving in the Rescue Divisions or in any other Department positions that require EMT-C licenses.

SECTION 2. DETAIL TO OTHER DEPARTMENTS PROHIBITED

a. The City agrees that members of the Department, whose duties are as defined in Article Ill, Section I, shall not be detailed to other departments of the City. The details from one unit to another within the Department shall be the responsibility of the Chief or his designee. This provision shall in no way restrict the interdepartmental exchanges of service within the city government in accordance with prior practices.

b. Employees covered by this Agreement shall not, as a routine matter, but only under emergency situations, be assigned, transferred or loaned to any governmental unit for use as fire personnel, nor shall any employee covered by this Agreement be assigned,

transferred or otherwise directed to operate or man any fire equipment or other apparatus other than fire equipment or apparatus owned or operated by the City; provided, however, that the foregoing shall not be construed to prohibit the City from furnishing mutual aid to other communities in the State of Rhode Island.

SECTION 3. FIRE HYDRANTS

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

SECTION 4. BOAT LAUNCHING

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

SECTION 5. TESTING OF AERIAL DEVICES

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

SECTION 6. SAFETY OF APPARATUS

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

ARTICLE IV

SECTION 1. HOURS

a-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.

For the purposes of this Agreement, sick leave and vacation leave shall be based on a tour of duty. For example, an employee who is scheduled to work a 10-hour day tour followed by a 14-hour night tour and who calls out sick or takes vacation time for that 24-hour period shall be charged with two (2) sick/vacation days which sick/vacation days shall be based on a tour of duty.

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 reinstituted.

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 following manner: 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 Specialist Division will work four (4) ten (10) hour days per week.

d. Vacancies which cause excess hours to be worked under the provisions of Section 3 of this Article, shall be filled Officer for Officer, Private for Private when there are no available "floaters" on a platoon to fill vacancies. Highest ranking vacancies will be filled first by seniority.

SECTION 2. SUBSTITUTIONS

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

SECTION 3. OVERTIME PAY

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

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

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

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

SECTION 4. CALL BACK PAY

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

SECTION 5. OVERTIME RATE OF PAY

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

ARTICLE V

SECTION 1. PARADE AND OTHER DETAILS

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

SECTION 2. CIVIC AND NON-CIVIC DETAILS

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

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

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

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

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

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

Non-Civic details are those which require a paid detail by individuals, entities or groups not part of the city government.

ARTICLE VI

SECTION 1. VACATIONS

All permanent and probationary members of the Department who have been continuously in the employ of the City for at least one (1) year, as of July 1, shall be entitled to an annual vacation of twelve (12) working days with pay during each succeeding year of their employment. All members of the Department who have been continuously in the employ of the City for five (5) years but less than ten (10) years, as of July 1, shall be entitled to an annual vacation of sixteen (16) working days with pay during each succeeding year of their employment. All members of the Department who have been continuously in the employ of the City for ten (10) years but less than twenty (20) years, as of July 1, shall be entitled to an annual vacation of twenty (20) working days with pay during each succeeding year of their employment. All employees of the Department, who have been continuously in the employ of the City for twenty (20) years or more as of July 1, shall be entitled to an annual vacation of twenty-four (24) working days with pay during each succeeding year of their employment.

All members who become employed by the Department between January 1st and July 1st in any calendar year shall be entitled to a vacation of six (6) working days with pay during the calendar year.

An employee who retires or resigns during any calendar year prior to his taking a vacation shall be entitled to vacation pay in accordance with the above schedule.

In recognition of the fact that unusual or emergency situations may arise which might leave the Department shorthanded during the vacation period, the parties hereto agree that the Chief of the Department shall have the right under such circumstances and emergencies to cancel an employee's vacation, but shall reschedule such vacation at some other time agreeable to the employee involved.

No employee covered by this Agreement shall be entitled to more than twelve (12) days of his vacation during either the summer period, to wit, June, July, August and September, or Christmas week or vacation weeks for Warwick school children; provided, however, that in special circumstances, the Chief of the Department may, in his discretion, grant to any employee, additional vacation time during the months of June, July, August and September, if there is sufficient manpower available to cover the Department.

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

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

SECTION 1.5. VOLUNTARY VACATION ACCRUAL SYSTEM

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

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

SECTION 2. SENIORITY

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

SECTION 3. PAID HOLIDAYS

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

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

Holiday pay shall be one-fourth (1/4) 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. For contract year 2009-2010, two (2) holiday payments (Martin Luther King Day and Columbus Day) shall be withheld in exchange for two (2) banked holidays. The banked holidays may be used by the members during the normal course of their employment in accordance with the current policy of discharging banked days, or, at the member's option, may be paid out as additional severance upon retirement, or a combination of the two. Whenever banked holidays are paid out at retirement, they shall be paid at the member's rate of pay in effect as of the member's date of retirement.

For contract year 2010-2011, four (4) holiday payments (Martin Luther King Day, Washington's Birthday, VJ Day (2nd Monday in August), and Columbus Day) shall be withheld in exchange for four (4) banked holidays. The banked holidays may be used by the members during the normal course of their employment in accordance with the current policy of discharging banked days, or, at the member's option, may be paid out as additional severance upon retirement, or a combination of the two. Whenever banked holidays are paid out at retirement, they shall be paid at the member's rate of pay in effect as of the member's date of retirement.

For contract year 2011-2012, four (4) holiday payments (Martin Luther King Day, Washington's Birthday, VJ Day (2nd Monday in August), and Columbus Day) shall be withheld in exchange for four (4) banked holidays. The banked holidays may be used by the members during the normal course of their employment in accordance with the current policy of

discharging banked days, or, at the member's option, may be paid out as additional severance upon retirement, or a combination of the two. Whenever banked holidays are paid out at retirement, they shall be paid at the member's rate of pay in effect as of the member's date of retirement.

ARTICLE VII

SECTION 1. CLOTHING ALLOWANCE

a. The clothing allowance for all members of the Department shall be One Thousand Fifty ($1,050.00) Dollars per year.

Clothing allowance shall be payable during the month of March. An employee must be on the payroll as of March 1 to qualify for payment of the clothing allowance.

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

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

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

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

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

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

SECTION 2. ADDITIONAL UNIFORMS

Any employee, upon being promoted to any rank requiring a new class of uniform, shall have one set of the same issued to him by the City at its cost and expense. If the City requires a

change in the Class "B" uniforms, the City will provide the initial four (4) sets of uniforms over and above the regular clothing allowance.

SECTION 3. CLOTHING MAINTENANCE ALLOWANCE

A clothing maintenance allowance of Four Hundred Fifty ($450.00) Dollars will be provided to every employee covered by this Agreement for the cleaning and maintenance of uniforms per year.

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

ARTICLE VIII

SECTION 1. SICK LEAVE

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 1⅔ 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.]

Notwithstanding the number of sick days set forth above, additional sick leave may be granted at the discretion of the Chief. During the month of January in each year, the City 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 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 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.

SECTION 2. REASONS FOR SICK LEAVE

Sick leave for members of the Department shall be granted for the following defined reasons:

a. Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his present position or for some other position in the Department if said employee is found capable of other work by a qualified physician.

b. Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine.

SECTION 3. FAMILY SICK LEAVE

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

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

SECTION 4. SICK LEAVE PAY UPON RETIREMENT OR DEATH

In any case where an employee retires or voluntarily terminates his employment with the City leaving unused, accumulated sick leave, the City shall pay three-fourths (3/4ths) of the amount of such accrued, unused sick leave to the employee on his retirement or leaving the employ of the City. In any case where an employee dies leaving unused, accumulated sick leave, the City shall pay the full amount of such accrued, unused sick leave to the Executor or the Administrator of his estate, or to his widow if there be no Executor or Administrator, or to his next of kin if there be no widow in accordance with the intestacy laws of the State of Rhode Island.

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

SECTION 4.5. SICK LEAVE PAY UPON DISABILITY RETIREMENT FOR SERVICE-CONNECTED DISABILITY

In any case where an employee retires due to service-connected disability, as set forth in this Agreement, leaving unused accumulated sick leave, the City shall pay three-fourths (3/4ths) of the amount of accrued unused sick leave to the employee upon his retirement.

SECTION 5. BEREAVEMENT LEAVE

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

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

b. In the case of death of relatives by consanguinity or affinity other than those as provided in Paragraph (a) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said persons, if the leave is first approved by the Chief of the Department. (Affidavit may be required.)

SECTION 6. PAYMENT FOR UNUSED SICK LEAVE AFTER MAXIMUM ACCUMULATION

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.

[Note: If the Boston Schedule should be abandoned during the one-year trial period, then Article VIII, Section 7 of the 2015-2018 CBA shall be reinstated into the CBA upon return to the previous schedule.]

ARTICLE IX

SECTION 1. INJURIES AND ILLNESS

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

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

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

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

In cases which are of minor nature (minor lacerations, abrasions, contusions, etc.), the judgment of the resident physician shall be followed regarding the necessity of calling in a specialist.

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

Notwithstanding any contrary provision in this article, the City shall have the discretionary right to have any fire fighter examined and evaluated by a physician to determine the nature, extent, anticipated duration and causation of any claimed injury or illness or to determine a fire fighter's fitness for light or full duty or fitness to return to duty.

SECTION 2.1. RESOLUTION OF DISPUTES RE: ON-THE-JOB INJURIES

If the fire fighter's physician and the City's physician disagree as to the nature, extent, anticipated duration and causation of any claimed injury or illness, or to determine a fire fighter's fitness for light or full duty or fitness to return to duty, it shall be resolved in the following manner. The fire fighter's physician and the City's physician shall jointly select a neutral physician for a so-called medical arbitration examination ("MAE"). In the event that the fire fighter's physician and the City's physician are unable to agree upon the neutral physician, then the neutral physician shall be selected, upon application of either part hereto, by the Executive Director of Rhode Island Medical Society. The physician so selected by the Executive Director of Rhode Island Medical Society shall be a specialist in the area of medicine involved in the injury which is alleged to have occurred. The neutral physician shall examine the fire fighter and shall render a written opinion with respect to the O.J.I. issues that are in dispute. The physician conducting the MAE shall base his opinion upon a reasonable degree of medical certainty. The report of the physician conducting the MAE shall be delivered to the Chief of the Department and to the fire fighter. The cost of the MAE shall be paid for by the City. The results of the examination by the neutral physician shall be conclusive on the parties.

During the aforementioned dispute resolution process, the fire fighter shall continue to be carried O.J.I. until such time that the Chief of the Department receives a written report from the neutral physician indicating that the fire fighter is capable of returning to light duty or full duty.

SECTION 2.2. RECURRENCE OF AN INJURY/ILLNESS

When an employee has suffered a previous injury/illness and an occasion arises when that injury/illness recurs 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 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 a City's physician. If the fire fighter's physician and the City's physician disagree as to whether or not the fire fighter is suffering from a recurrence of his

original injury or there is a dispute with respect to any of the other matters set forth in Section 2.1 above, then the dispute shall be resolved by using the MAE procedure set forth in Section 2.1.

SECTION 3. MEDICAL CARE FOR INJURIES ON PRIVATE DETAIL

a. Any employee covered by this Agreement who is injured while on any detail to which he is assigned, in accordance with departmental procedure, shall be considered as in the employ of the City and shall be entitled to all of the benefits set forth in § 45-19-1 of the General Laws of Rhode Island, 1956, as amended.
The City shall be subrogated to the employee's rights to the extent of payments made by the City pursuant to this section. If the claim of the employee is one under the Workmen's Compensation Act, the City may pursue said claim in the name of the employee to recover any such payments made by the City.

b. The City agrees to pay all reasonably necessary expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his household when such shots become necessary as determined by the Chief of the Department as a result of said employee's exposure to contagious disease.

SECTION 4. PRESUMPTION OF DISABILITY

In any case where an employee covered by this Agreement 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; in any case where an employee covered by this Agreement 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, and he shall be entitled to all of the benefits of the ordinances of the City. For short-term disabilities under this paragraph, the inability to perform one's duties must be verified by a qualified physician. No period of such disability shall be deducted from his sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

The City agrees to form a three-member sub-committee organized under the auspices of the Board of Public Safety ("BPS") to review and compose appropriate revisions to disability pension criteria in the Board of Public Safety Rules concerning work related cancer conditions. This committee shall also review, discuss, consider and provide recommendations to the Board of Public Safety and office of the Mayor concerning revisions to other post-employment benefit ("OPEB") issues.

SECTION 5. LIGHT DUTY

1. Establishment

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

2. Type of Work

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

3. Hours of Work

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

4. Employee's Eligibility for Light Duty

   An employee who is injured and subsequently unable to perform his normal duties due to either a service or non-service injury or illness, may, not less than thirty (30)

days from the date of injury, be assigned to light duty upon examination and report by a doctor, selected by the City, or, the employee's own physician, subject to the approval of the City that the person is capable of performing light duty, provided the City will not use light duty as a permanent situation, but for those situations where there is an expectation that the employee will at some future date return to full duty. Employees suffering from a non-service injury or illness shall not be required to work light duty.

5. Salary

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

ARTICLE X

SECTION 1. RULES AND REGULATIONS

a. The City agrees to furnish each present employee a copy of the current Rules and Regulations of the Department and further agrees to furnish to each new employee upon his hiring a copy of the Rules and Regulations then existing of the Department.

b. The City agrees that the Board of Public Safety shall review and revise, where necessary, the Rules and Regulations of the Department and further agrees to permit appropriate representatives of Local 2748 to meet with the appropriate City officials to make suggestions for revisions.

c. Should any existing rule or regulation or any revised rule or regulation conflict with any express term or condition of this Agreement, the provisions of this Agreement shall be controlling.

SECTION 2. ACCESS TO PERSONNEL RECORDS

Employees covered by this Agreement shall have the right to inspect their service jackets and personnel records at reasonable times, during normal hours of the Administrative Office.

SECTION 3. WORKING CONDITIONS

a. Employees shall not be required, while on duty, to perform major structural alterations or major repairs to existing or future fire stations.

b. The City will provide transportation for any employee who is without prior notice detailed from one location to another or who is temporarily transferred from one location to another during his tour of duty.

c. None of the nine (9) fire engine companies shall be regularly operated in service at any time with less than three (3) employees on the vehicle, one of whom shall be an officer. None of the three (3) ladder companies shall be regularly operated in service at any time with less than two (2) employees on the vehicle, one of whom shall be an officer. None of the four (4) rescue companies shall be regularly operated in service at any time with less than two (2) employees on the vehicle. The Chief of the Department shall have the authority to assign or locate these companies as needed.

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

d. No apparatus regularly operated in service shall be placed out of service for lack of manpower. All four (4) platoons will maintain minimum staffing levels at all times as follows: 45 employees, including 19 officers. Of the 19 officers there shall be two Battalion Chiefs on duty. Effective on July 1, 2003, minimum staffing levels shall increase to 46 employees, including 19 officers.

e. Any off-duty member of the Department who is required by the City to appear in court relating to his duties on the Department or while off duty is required by the City to prepare any documents, papers or statements relating to Department activities shall be paid at the rate of time and one-half his regular hourly rate of pay, hourly rate of pay being 1/40th of his regular weekly salary.

f. A Warwick fire fighter will also be called back to duty and assigned to any out-of-city apparatus in order that he or she may guide that apparatus on any emergency call.

SECTION 4. LIMITATION ON TRAINEE ASSIGNMENT

Any new employee (recruits) of the Department shall receive 18 weeks of training. This training shall consist of, but not be limited to, general training, pump training, driving, aerial operations, EMS training, as well as physical fitness training. The new recruits shall receive a minimum of 2 weeks training as extra personnel on apparatus, supervised by Field Training Officers, before being assigned to fill in for permanent personnel. This eighteen-week recruit school shall not be considered part of the probationary period. Recruits shall not be entitled to any other part of this Agreement and shall become third-class fire fighters only upon successful completion of the training school. All seniority, pension, and other benefits shall commence upon becoming a third-class fire fighter and shall not be retroactive.

SECTION 5. TABLE OF ORGANIZATION

The City agrees to prepare and post on the bulletin board of each fire station, a table of organization setting forth the organizational structure of the Department.

SECTION 6. MEDICAL EXAMINATION

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

Cancer screening provided by "One Test Screening" (or a comparable testing service) shall be available, at the City's expense, to all employees on a bi-annual basis. The first examination shall be conducted between July 1, 2023 and December 31, 2023. Thereafter, the employee may have the cancer screening every other calendar year beginning on January 1, 2025.

SECTION 7. PRINTING OF AGREEMENT

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

SECTION 8. RETIREE'S PAYROLL DEDUCTION

A retiree shall be entitled to request and have made payroll deductions as authorized by him in such payroll deduction categories as the City permits active employees.

Effective July 1, 1987, retirees may purchase Dental Insurance by payroll deduction.

SECTION 9. PHYSICAL FITNESS

It is agreed that management and labor shall work together to improve the physical fitness and health of all employees. With that understanding, there shall be a committee of 6

members that shall work to implement the general concepts and programs outlined in the "Fire Service Joint Labor Management Wellness/Fitness Initiative." The goal shall be to implement the program in this document within three years of the date of this Agreement. The committee shall be comprised of 3 members appointed by the Chief of the Department and 3 members appointed by the President of Local 2748, IAFF.

ARTICLE XI

SECTION 1. SALARIES

a. Salaries for employees shall be as follows:

	Current Salary	7/1/2022 2.5%	7/1/2023 3.875%	7/1/2024 3.875%
Fire Marshall	$ 2,060.58	$ 2,112.08	$ 2,193.92	$ 2,278.94
Deputy Chiefs of Training, EMS and Communications	$ 2,060.58	$ 2,112.08	$ 2,193.92	$ 2,278.94
Battalion Chief	$ 1,911.46	$ 1,959.25	$ 2,035.17	$ 2,114.03
Assistant Fire Marshall	$ 1,678.21	$ 1,720.17	$ 1,786.83	$ 1,856.07
Captain	$ 1,678.21	$ 1,720.17	$ 1,786.83	$ 1,856.07
Lieutenant	$ 1,555.05	$ 1,593.93	$ 1,655.69	$ 1,719.85
Fire Fighter Grade 1 (beginning in month 49 of employment)	$ 1,396.36	$ 1,431.26	$ 1,486.72	$ 1,544.33
Fire Fighter Grade 2 (during months 25-48 of employment)	$ 1,098.93	$ 1,126.40	$ 1,170.05	$ 1,215.39
Fire Fighter Grade 3 (during first 24 months of employment)	$ 1,007.52	$ 1,032.72	$ 1,072.74	$ 1,114.31

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

b. Intentionally left blank.

c. Intentionally left blank.

d. No officer in the Department shall, at any time, be compensated at a Private's rate of pay; nor shall the rate of pay of any employee covered by this Agreement be reduced during the term hereof, so long as said employee is performing the work of his position.

e. For those employees who successfully pass a written test and are transferred into the Fire Prevention Division, they shall be paid at the rate of pay of Lieutenant.

f. All percentage salary supplements under this Agreement shall be considered as part of such employee's regular salary for all pension purposes.

g. The City agrees that the rates of pay for the positions herein before set forth shall not be increased unilaterally during the term of this Agreement.

SECTION 2. STEP PAYMENTS

Each regular, permanent member of the Department shall be entitled to step payments (formerly call Longevity) after he has served as a member of the Department for a period of five (6) years, including his year of probation. Payments for steps shall be in accordance with the following schedule and will be added to the member's annual salary so as to be included in his annual salary for retirement pension purposes.

Any member entitled to step payments shall be paid those payments weekly STEP INCREASES (Formerly called Longevity)

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

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

ARTICLE XII

SECTION 1. GRIEVANCE PROCEDURE

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

STEP ONE

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

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

STEP TWO

If the Local is not satisfied with the decision of the Chief, it may notify the Mayor's Office within seven (7) working days of receipt of the Chief's written decision that it desires to process the grievance further. The Mayor, or his designee may render a decision at Step Two, or may

forward such grievance to the Board of Public Safety for a decision. If the Mayor agrees to render a decision in his office, a meeting relative to the discussion of the grievance will be scheduled and held within thirty (30) days, otherwise, the Board of Public Safety must hold a meeting on said grievance within thirty (30) days.

STEP THREE

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

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

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

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

No employee shall be suspended without pay in the first instance for more than fourteen (14) days. Within said fourteen (14) day period, the employee shall have his case heard and a decision rendered by the Board of Public Safety. If the charges are dismissed, the employee will be reinstated with back pay. If the charges are upheld by the Board of Public Safety, and Local

2748 seeks review of the decision through the arbitration provision of this agreement, the Board of Public Safety may either order the employee back to duty or may place the employee on administrative leave, with pay, until such time as the arbitration panel renders its decision. The City and the Union shall form a committee to study the use of expedited arbitration in discipline and discharge cases no later than December 31, 2002.

ARTICLE XIII

SECTION 1. MEDICAL INSURANCE, PHYSICIAN'S SERVICE

All employees shall contribute a co-share 20% of the expense of any premium and/or self-funded health insurance coverage. The City shall not increase any employee's health insurance contribution by more than 5% from one calendar year to the next. At the request of Local 2748, the City will produce documents from its healthcare provider showing how the co-share was calculated.

a. The City agrees to provide primary health insurance coverage, including family coverage for eligible employees, under the plan known as Healthmate 2000 Coast to Coast, or a similar comparable health insurance plan whose benefits shall be comparable to those listed in **Exhibit A** attached hereto.

a-1. Commencing on January 1, 2023, the Prescription Drug plan shall include a 20% employee co-pay (within Network) or a 50% employee co-pay (out of Network) with a maximum employee annual expense of $400 for an individual plan and $800 for a family plan.

b. Commencing July, 1980, the City shall amend its Blue Cross Classic coverage to include the student rider to age twenty-five (25); the cost to be borne by the City.

c. Commencing July 1, 1981, the City shall provide and pay for, at its expense, Delta Dental (or equivalent) Level I, family or individual coverage as the employee may select.

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

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

d. Commencing January 1, 1983, the City shall provide and pay for, at its expense, the Blue Cross/Blue Shield medical emergency rider for full family or individual coverage as the employee may select.

e. Commencing January 1, 1986, the City shall provide and pay for, at its expense, Delta Dental (or equivalent) Level IV Family, One Thousand ($1,000.00) Dollar limit.

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

f. Commencing July 1, 1986, the City shall provide and pay for, at its expense, the Blue Cross/Blue Shield Vision Care Rider for Full Family or Individual Coverage as the employee may select.

g. The City shall provide and pay for, at its expense, Blue Cross/Blue Shield medical insurance with Managed Benefit Program (MBP) starting 7/1/87-6/30/88, for all employees who retire from the Department after July 1, 1983, for family or individual coverage as the employee may select, until such time as said employee or his spouse shall become eligible for Medicare or until such time as said employee or his spouse obtains equal or better coverage. Effective July 1, 2002, retirees and their spouses, upon attainment of age sixty-five (65) shall be enrolled in Blue Cross Plan 65 with regulation 46 and major medical Part B (prescription drugs, etc.) with an additional policy to maintain family coverage as needed. Upon submission of proof of enrollment in Medicare in June and December of each year, the City shall reimburse the Part B Medicare cost to retirees.

h. For all employees retiring on or after July 1, 1994, the City agrees to allow such retirees to purchase, at their own expense, the Medicare Supplement Plan known as Plan 65 through the City's plan. Such purchases may be deducted from the retiree's pension payments.

i. For all employees hired on or after July 1, 2015, upon their retirement from service, either as a normal or non-job-related disability retirement, the City shall provide only single coverage health insurance. Any employee in this class may purchase additional health and /or dental insurance, if or as available, at their own expense. For all employees hired on or after July 1, 2015, and who retire from service on a job-related disability retirement, shall be eligible to receive medical insurance coverage based on their coverage status as individual, spousal or family.

j. In the event of the death of an active duty or retired employee, his surviving spouse will be provided with any health or dental insurance to which he was eligible to

receive prior to the employee's death. If the widow remarries or has comparable health insurance coverage available elsewhere, this provision shall not apply.

SECTION 1.1. EMPLOYEES' OTHER POST-EMPLOYMENT BENEFITS TRUST

Commencing on January 1, 2025—and conditioned upon the City reaching an agreement with the police union (FOP Lodge No. 7) and the municipal employees union (Council 94, Local 1651) that members of those bargaining units contribute at least 2% of their base pay to the City's OPEB Trust Fund—employees 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.

SECTION 2. LIABILITY INSURANCE

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

In the event any employee is sued in any civil proceeding as a result of action performed by said employee in the performance of his duties as an employee of the Department, 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; provided, however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his employment.

SECTION 3. DEATH BENEFIT

For any employee who may be killed in the line of duty, the City shall pay said employee's funeral expenses not to exceed Ten Thousand ($10,000.00) DOLLARS.

SECTION 4. TERM LIFE INSURANCE

Commencing July 1, 1996, all employees covered by this Agreement shall be insured by the City for a Term Life Insurance Policy in the amount of Fifty Thousand ($50,000.00) Dollars, the premium thereof to be paid by the City. Also, effective July 1, 1996, the City shall allow retirees to purchase said insurance through a deduction from their pension check, at the retiree's cost as determined by the City's term life insurance carrier. This policy shall be in addition to the Life Insurance provided for in Section 3 above.

ARTICLE XIV

A. THE PENSION PLANS IN GENERAL

SECTION 1. THE PLANS

The following pension plans are in effect for fire fighters and retired fire fighters 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

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 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. 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. Employees who are entitled to a pension percentage higher than 66⅔% 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 Deputy Chief of Communications) shall retire under Sec. 20-111 of the Pension Ordinance at the end of the calendar year (per R.I.G.L. § 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, 2019.

Tier II means the pension fund covering any employee hired after June 30, 2019.

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, 2019 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

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 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. 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. 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 Deputy Chief of Communications) shall retire under Sec. 20-207 of the Pension Ordinance at the end of the calendar year (per R.I.G.L. § 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 1. NOTICE FOR RETIREMENT

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

SECTION 2. CONCLUSIVE PRESUMPTION

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.

ARTICLE XV

SECTION 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions, in accordance with past practices within the Department, and other benefits conferred by this Agreement, Local 2748, for itself and for all employees covered by this Agreement hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized or wildcat work stoppage, slowdown or strike shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized. Any employee engaging in any strike shall be subject to immediate dismissal by the City without any right to any of the benefits provided for under this Agreement.

ARTICLE XVI

SECTION 1. LAYOFF OF EMPLOYEES

In the event that the City lays off employees, it shall do so by inverse department seniority.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

1. There shall be established a Training Division.
   - There shall be a Captain of Training.
   - The head of this Division shall hold the rank of Deputy Chief of Training.
   - In the event that no Fire Battalion Chief applies for the position of Deputy Chief of Training, that position will be open to applicants from the rank of Fire Captain.
2. Due to added duties and responsibilities, the current Deputy Chief of the Department will now be the Assistant Fire Chief. The Assistant Fire Chief will not be a member of the collective bargaining unit. The position of Deputy Chief of Training shall be in the collective bargaining unit.
3. A Committee shall be created consisting of the Fire Chief (or designee), the Union President (or designee), the Council President (or designee), the Finance Director (or designee), the DPW Automotive Chief, and one member of the public appointed by the Mayor. The purpose of this committee will be to conduct a study of fire apparatus replacement issues. The committee established under this provision shall consider and recommend to the office of the Mayor a five-year capital improvement program to replace functionally obsolete fire-fighting and rescue vehicles.

ARTICLE XVIII

SECTION 1. DURATION OF THIS AGREEMENT

Duration of this Agreement shall be for a term commencing on July 1, 2022 and ending on June 30, 2025.

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 July 1, 2025.

IN WITNESS WHEREOF, the City has caused this instrument to be executed and its corporate seal to be affixed by Frank Picozzi, its Mayor, and Local 2748 has caused this instrument to be signed by its President and Secretary.

In the presence of:

CITY OF WARWICK

_____
WITNESS

_____
Frank Picozzi, Mayor

Dated: _____

LOCAL 2748, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO

_____
WITNESS

_____
Michael Carreiro, President

Dated: _____

_____
WITNESS

_____
Richard Cooney, Secretary

Dated: _____

INDEX

Aerial Devices—Testing of....18
Agreement—Printing of....40
Apparatus—Safety of....18
Arbitration....44

Bargaining—Time Off for....5
Bereavement Leave....31
Bids—Trial Period....4
Boat Launching....18
Boston Schedule....19

Call Back Pay....21
Clothing Allowance....27
Clothing Maintenance Allowance....28
Conclusive Presumption—Heart and Respiratory....56
Contract Negotiations....5
Cost of Living Adjustment (COLA)....53, 55

Dental Insurance—Actives....47
Dental Insurance—Retirees....40
Details—Civic and Non-Civic....22
Details—Parade and Other....22
Details to Other Departments Prohibited....17
Disability Pension....52, 54
Disability—Presumption of....35
Dues and Deductions....3
Duration of this Agreement....60
Duties....17

Educational Development....7
Educational Expenses—Reimbursement for....6
Employee's Other Post-Employment Benefits Trust....49

Fire Alarm Division....14, 15, 17
Fire Hydrants....18
Fire Prevention Division....14, 15, 16, 17, 42
Floaters....20

Gender Neutral....2
Grievance Procedure....44
Grievances....44

Heart Condition—Conclusive Presumption of Disability....35, 56
Holidays....22
Hours....19
Hydrants....18

Injuries and Illness....33
Injuries—On-the-Job Resolution of Disputes....34
Injuries—on Private Details....35
Injury/Illness—Recurrence of....34
Injury on Duty (IOD)....33
Insurance—Liability....49
Insurance—Life....50
Insurance—Term Life....50

Layoff of Employees....58
Life Insurance....50
Light Duty....36
Longevity....43

Management Rights....3
Marine Training....7
Medical Care for Injuries or Illness in Line of Duty....33
Medical Examination....40
Medical Insurance....47
Miscellaneous Provisions....59

No Strike Clause....57
Non-Discrimination....2

On-the-Job Injury (OJI)....33
OPEB....36, 49
Organization—Table of....40
Out of Rank—Officers Serving....13
Out of Rank—Temporary Service....10
Overtime Pay....20
Overtime Rate of Pay....21

Parades....22
Pension Plans—In General....51
Pension Plan 1....52
Pension Plan 2....53
Personnel Records—Access to....38
Physical Fitness....40
Presumption—Heart and Respiratory....56
Promotion Process....10

Recognition....2
Rescue Personnel....13
Respiratory Ailment—Conclusive Presumption of Disability....35, 56
Retiree's Payroll Deduction....40
Retirement—Mandatory....53, 55
Retirement—Notice for....56
Rules and Regulations....38

Salaries....42
Seniority—Choosing Vacations....24
Seniority—Rank....4
Sick Leave....29
Sick Leave—Family....30
Sick Leave—Pay Upon Disability Retirement....31
Sick Leave—Pay Upon Retirement or Death....30
Sick Leave—Payment for Unused....31
Sick Leave—Reasons for....30
Special Hazards Training....7
Step Payments....43
Substitutions....20

Time Off for Bargaining....5
Trainee Assignment—Limitation on....39
Training Division....36, 59
Training—Marine....7
Training—Special Hazards....7

Uniforms—Additional....27
Union Security....2

Vacancies—Filling Temporary....10
Vacancies—Officers' Ranks....11
Vacancies—Privates' Ranks....9
Vacation Accrual System....24
Vacations....23

Working Conditions....38

EXHIBIT A HEALTHCARE

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 copay per visit	$10 copay plus 20% coinsurance per visit	None
	Specialist visit	$10 copay per visit	$10 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year; $15 copay for allergy and dermatology office visits
	Preventive care/screening/immunization	No Charge	$10 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition	Tier 1 generic drugs	20% Coinsurance (Retail & Mail Order)	Not Covered	All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance. This information may change with the PBM (Pharmacy Benefits Manager)
	Tier 2 preferred brand name drugs	20% Coinsurance (Retail & Mail Order)	Not Covered	
	Tier 3 non-preferred brand name drugs	20% Coinsurance (Retail & Mail Order)	Not Covered	
	Tier 4 specialty prescription drugs	20% Coinsurance (CVS Specialty Pharmacy only)	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need immediate medical attention	Emergency room care	$25 copay per visit	$25 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted. Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	$50 copay per trip	$50 copay; deductible does not apply per trip	
	Urgent care	$10 copay per urgent care center visit	$10 copay plus 20% coinsurance per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	$10 copay/office visit No Charge for outpatient services	$10 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	$10 copay per visit	$10 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance; Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	$10 copay per visit	$10 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	100% of provider charge	100% of provider charge; deductible does not apply	Limited to $100 per member age 0 - 18 per occurrence/$100 per member age 19 and over per year for prescription glasses (frames and/or lenses) or contact lenses.
	Children's dental check-up	Not Covered	Not Covered	None

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 <u>not</u> 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