

**AGREEMENT
BY AND BETWEEN**

CITY OF PAWTUCKET

AND

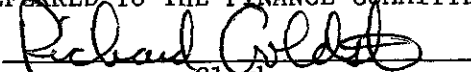
PAWTUCKET FIREFIGHTERS

LOCAL 4421

JULY 1, 2009 TO JUNE 30, 2012

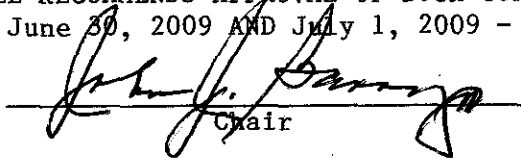
IN CITY COUNCIL
4/22/2009

READ AND ORDERED FIELD AND
REFERRED TO THE FINANCE COMMITTEE


Clerk

IN FINANCE COMMITTEE
5/6/2009

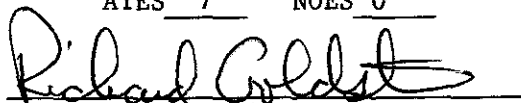
COMMITTEE RECOMMENDS APPROVAL OF BOTH CONTRACTS
July 1, 2008 - June 30, 2009 AND July 1, 2009 - June 30, 2012


Chair

IN CITY COUNCIL
5/6/2009

COUNCIL RATIFYS BOTH CONTRACTS July 1, 2008 - June 30, 2009
AND July 1, 2009 - June 30, 2012 ON A ROLL CALL VOTE

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Clerk

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AGREEMENT

Pursuant to the provisions of Chapter 149 of the Public Laws of the STATE of RHODE ISLAND, 1961, entitled "An Act to Provide for the Settlement of Disputes Concerning Wages or Rate of Pay and other Terms and Condition of Employment of Employees of Fire Departments", this Agreement is made entered into this 1st day of July A.D. 2009, by and between the City of Pawtucket and Pawtucket Fire Fighters Independent Union (hereinafter referred to as PAWTUCKET FIREFIGHTERS LOCAL 4421).

ARTICLE I

Section 1. Recognition

The City of Pawtucket recognizes PAWTUCKET FIREFIGHTERS LOCAL 4421 as the sole and exclusive bargaining agent for all uniform employees of the Pawtucket Fire Division, and all employees of the Pawtucket Fire Division Fire Alarm Room, excepting only the Chief of the Division for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the city of Pawtucket and employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. Union Security

The City of Pawtucket agrees not to discharge or discriminate in any way against employees covered by this Agreement for Union membership or activities.

Section 3. Dues Check Off

The City of Pawtucket agrees to deduct union dues upon receipt of authorization cards from members of PAWTUCKET FIREFIGHTERS LOCAL 4421 and shall forward the same to the Treasurer of PAWTUCKET FIREFIGHTERS LOCAL 4421 as deducted.

Section 4. Agency Shop

All employees covered by this Agreement who choose not to join PAWTUCKET FIREFIGHTERS LOCAL 4421 and who are covered by the terms of this Collective Bargaining Agreement shall, however, be required to pay PAWTUCKET FIREFIGHTERS LOCAL 4421 an amount of money equal to the initiation fee uniformly required for membership in PAWTUCKET FIREFIGHTERS LOCAL 4421 and a monthly service fee equal to the monthly dues charged members of PAWTUCKET FIREFIGHTERS LOCAL 4421 to defray the costs in connection with Pawtucket Firefighters Local 4421 legal obligations and responsibilities as the exclusive bargaining agent for the employees covered by this Agreement.

In addition, any employee covered by this Agreement who chooses not to join PAWTUCKET FIREFIGHTERS LOCAL 4421 shall be required to pay to PAWTUCKET FIREFIGHTERS LOCAL 4421 his proportionate share of any assessment uniformly levied upon all members of PAWTUCKET FIREFIGHTERS LOCAL 4421 in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement and/ or any arbitration concerning the interpretation of any provision of this Agreement.

The aforesaid payments shall be payable on or before the first day of each month, and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those employees who are members of PAWTUCKET FIREFIGHTERS LOCAL 4421. *It is further understood and agreed that as a condition of continued employment, all employees covered by this agreement shall on the 30th day following their appointment as a permanent member of the Pawtucket Fire Division or the effective date of this Agreement, whichever is later, pay the established fees above referred to. PAWTUCKET FIREFIGHTERS LOCAL 4421 hereby agrees to indemnify the City and hold it harmless from any and all claims, demands and the cost of litigation for any action arising from the Agency shop provisions of this Article*

Section 5. Time Off While Performing Union Dues

All employees covered by this Agreement who are officers of PAWTUCKET FIREFIGHTERS LOCAL 4421 shall be allowed time off official union business, with pay, and without the requirement to make up said time. The Chief of the Fire Division may deny this time off in case of emergency situations related to Fire Division activities. However, if any employee is denied such time off and a grievance results in a decision in favor of the employee, the City shall pay said employee full pay for the time lost.

ARTICLE II

Section 1. Management Rights

The City of Pawtucket shall retain the right to issue rules and regulations governing the internal conduct of the Fire Division as provided by law; provided that any rules and regulations enacted subsequent hereto shall not conflict with the provisions of this Agreement and the duly established past practices of the parties.

ARTICLE III

Section 1. Seniority

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

- (a) Permanent transfers to any station, platoon or position within the Fire Division shall prevail by seniority, except for the positions of Fire Prevention Officer, Hazardous Materials

Specialist, and Fire Training Officer, which shall be filled in accordance with the qualifications established by the Chief of the Fire Division.

- (b) The foregoing Paragraph (a) shall not be construed to prohibit temporary transfers. Temporary transfers to fill in for vacations or other purposes shall be limited to a maximum of twelve (12) consecutive working days, and no employee shall be required to serve consecutive temporary transfer periods. (i.e., once an employee has served temporarily in another position, there must elapse at least one (1) full working cycle composed of eight (8) days before he is required to fill in on a temporary transfer.)
- (c) The qualifications for the Rescue Division shall be such as may be established by State Law.
- (d) Seniority shall prevail with regard to days off, holidays and vacations. Any employee may reject a permanent position or benefit at his discretion without the need for any explanation on his part. Further, in the event that an employee shall reject a position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would be applicable. If no employee bids the position, the employee with the lowest seniority shall be required to fill the vacancy.
- (e) In the event that more than one (1) private went on the payroll of the Fire Division on the same day, seniority shall be determined between said privates based on their ranking on the eligibility list.
- (f) A bid system under which employees may bid for transfers to stations, platoons or positions shall be operated by under the control of the Chief of the Fire Division. The successful bidder for any job shall be entitled to a *reasonable* trial period of not more than sixty (60) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in such cases where the City and the Union so mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this Section, except in cases where the City and Union may mutually agree to extend such trial period. If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

- (g) It is understood by the parties hereto that during the trial period a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Chief of the Fire Division and Director of Personnel. The form of said progress report shall be substantially the same as is now being used by the Director of Personnel,
- (h) A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Board at Fire Headquarters for the benefit of all employees, and all future seniority questions shall be resolved in accordance therewith.
- (i) The City also agrees to furnish the Union and maintain an up-to-date seniority list a copy of which is posted on said Bulletin Board.
- (j) All promotional examinations shall be scheduled on the third (3rd) Saturday in March. The Personnel Director shall, before any promotional examination, notify in writing the employees of the Fire Division of the type and form of examination, the source of materials and also the eligibility requirements for the taking of such examination. For any employee who makes out an application and fails to show up for the written portion of the examination for reasons other than leave allowed under Article IX, Section 2 and Article X, Sections 1 and 2, that employee shall pay to the City, through payroll deduction, the cost of the test, which shall be established by the parties on an annual basis and listed on the promotional test application.
- (k) Promotions - Promotion to the rank of Lieutenant, Captain, Battalion Chief, Assistant Chief, Rescue Lieutenant and Rescue Captain on the Fire Department shall be made from the top seeded person on the appropriate promotional list in existence on the day the vacancy or retirement occurs.
- (l) Promotions - Competitive examinations within the Fire Department shall be subject to the following rules:
 1. No member will be eligible to become a Lieutenant unless he has served at least ten (10) years of continuous service with the Fire Department including his year of probation.
 2. No member will be eligible to become a Captain unless he has served at least three (3) years of continuous service with the Fire Department as a Lieutenant.
 3. No member will be eligible to become a Battalion Chief unless he has served at least three (3) years of continuous service with the Fire Department as a Captain,
 4. A. No member will be eligible to become an Assistant Chief unless he/she has served at least three years of continuous service with the Fire Department as a Battalion Chief. The position of Assistant Chief shall become a full-time day position. The work week for the Assistant

Chief shall be forty (40) hours per week, Monday through Friday, from 8:00 a.m. to 4:00 p.m.

B. The position of Assistant Chief shall not be counted as part of the minimum manning on duty as provided for in Article XVI, Section 2.5 of the Collective Bargaining Agreement.

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

The written examination shall be prepared and administered outside the department by a testing agency agreed upon by both the City and PAWTUCKET FIREFIGHTERS LOCAL 4421. Upon completion of the written examination, the correction of the examination shall be done by the testing agency. The testing agency shall submit a copy of the final test scores to both the City and PAWTUCKET FIREFIGHTERS LOCAL 4421 simultaneously, and only those employees who have achieved a passing grade of sixty (60%) percent or higher shall be eligible to be placed on the promotional list. At least sixty (60) days notice of examination and reference source shall be given, and reference material shall be provided by the department.

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

- (A) Written Examination
- (B) After successfully passing the written examination the employees seniority points shall be added to their score. Each employee shall receive one (1) point for each full year of service on the Pawtucket Fire Department. Those employees with the highest total score shall be placed on the promotional list in order (i.e. the employee with the highest score shall be Number 1 on the list.)

Promotional lists will stay in effect for two (2) years.

ARTICLE IV

Section 1. - Vacancies in Privates' Ranks

Vacancies in privates' ranks shall be reasonably anticipated so that the Division of Training may have an eligibility list of candidates from which these vacancies can be filled as they occur.

Section 2. - Vacancies in Officers' Ranks

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

Section 3. – Time for Filling Vacancies

- (a) Vacancies in the officer's ranks shall be thirty (30) days after the date of vacancy occurs.
- (b) Vacancies in private's ranks shall be sixty (60) days after the date the vacancy occurs, except that for the term of this agreement, the City shall maintain four (4) vacant Fire Fighter positions as described in Article XVI, Section 2.6.

Section 4. – Temporary Service Out of Rank

All employees covered by this Agreement who are ordered to assume the responsibilities of a higher rank shall be compensated for such service at the same rate of pay as the man for whom he is filling in for all time spent at the higher rank.

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

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

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

ARTICLE V

Section 1. - Duties

The duties of the members of the Fire Division shall be the prevention, control and extinguishment of fire and shall also include the Fire Prevention Bureau, the Division of Training, and Rescue Squad within the Fire Division, all as presently conducted by the members of the Fire Division and as presently set forth in the rules and regulations adopted by the City for the management of the Fire Division.

Section 2. - Detail to Other Departments Prohibited

The City of Pawtucket agrees that members of the Pawtucket Fire Division, whose duties are defined in ARTICLE V, Section 1, shall not be detailed to other departments of the City.

ARTICLE VI

Section 1. - Hours

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

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

Employees covered by this Agreement who are employed as Fire Dispatchers shall work on a four (4) platoon system, the same as the permanent uniformed employees of the Pawtucket Fire Division.

Section 2. - Overtime Pay

All employees of the Pawtucket Fire Division covered by this Agreement shall be compensated for all hours worked in excess of their normal tour of duty at the rate of time and one-half (1-1/2) of their regular hourly rate of pay.

Section 3. - Call Back Pay

All employees of the Pawtucket Fire Division covered by this Agreement who are called back for duty shall be compensated for at least four (4) hours at the rate of time and one-half (1-1/2) of their regular hourly rate of pay.

Section 4. – Substitution

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

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

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

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

Any employee who is receiving injured on duty (I.O.D.) pay during the period of May 1 through June 30 of any given year shall receive equalization of his overtime hours at seventy-five (75%) percent of the top employee within their own rank and division until June 30 of that year.

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

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

ARTICLE VII

Section 1. - Vacations

All employees who on January 1st of any calendar year have two (2) years of service but less than ten (10) years of service in the Fire Division shall be entitled to a vacation of a minimum of sixteen (16) working days during said calendar year. All employees who January 1st of any calendar year have ten (10) years of service but less than twenty (20) years of service in the Fire Division shall be entitled to vacation of a minimum of twenty (20) working days during said calendar year. All employees who on January 1st of any calendar year have twenty (20) years or more of service in the Fire Division shall be entitled to a vacation of a minimum of twenty-four (24) working days during said calendar year. All vacation days in excess of the first twelve (12) working days shall be taken after all employees have had opportunity to select their twelve (12) working days; provided, however, that in selecting the remaining vacation time, no employee may select more than eight (8) working days at a time until all employees have selected their remaining vacation time. Employees shall receive additional vacation pursuant to the above schedule on their anniversary date of employment. All new employees shall be entitled to Eight (8) vacation days after six (6) months of employment, eight (8) additional days on their first anniversary of employment and eight (8) additional days after eighteen (18) months of employment. An employee who retires during any calendar year prior to his taking a vacation shall be entitled to a vacation pay in accordance with the above schedule. Vacations for all employees of the Fire Division shall be open from January 1st of each year to December 31st of each year.

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

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

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

In determining the amount of vacation to which an employee, who is a Fire Fighter Dispatcher and who was employed in the Fire Alarm Room on July 1, 1976, is entitled, all time spent in the employ of the City of Pawtucket shall be considered and the amount of such employee's vacation time will be determined in accordance with the vacation schedule herein before set forth. However, in determining the selection of vacation time, such employees shall be considered as having seniority only from July 1, 1976, and shall pick their vacation on their platoon along with all other employees on their platoon. Vacation time may be accumulated to a maximum of thirty-six (36) working days.

Section 2. - Seniority

- (a) All vacations in the Fire Division shall be granted by seniority in the Division within the platoon. There shall be no more than four (4) employees per platoon on vacation at any given time except with permission of the Chief of the Department.
- (b) During the three (3) vacation schedule picks for the months of July and August, there shall be no more than five (5) employees per platoon on vacation at any given time except with permission of the Chief of the Department.

Section 3. - Paid Holidays

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

- | | |
|---------------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Washington's Birthday | Armistice Day |
| Good Friday | Thanksgiving Day |
| R.I. Independence Day | Christmas Day |
| Memorial Day | Firemen's Memorial Sunday |
| Independence Day | Employee's Birthday |
| Third Monday in August (VJ Day) | |

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

Effective July 1, 2009 holiday pay shall be one-fourth (1/4th) the employee's weekly salary and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not for the following holidays:

New Year's Day
Firemen's Memorial Sunday
Thanksgiving Day

Good Friday
Labor Day

Effective July 1, 2010, holiday pay shall be one-fourth (1/4th) the employee's weekly salary and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not for the following holidays:

New Year's Day
Martin Luther King Day
Good Friday
Firemen's Memorial Sunday
Independence Day
Christmas Day

Rhode Island Independence Day
Labor Day
Columbus Day
Thanksgiving Day

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

New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
R.I. Independence Day
Memorial Day
Independence Day
Third Monday in August (VJ Day)

Labor Day
Columbus Day
Armistice Day
Thanksgiving Day
Christmas Day
Firemen's Memorial Sunday
Employee's Birthday

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

ARTICLE VIII

Section 1. – Clothing Allowance and Clothing Maintenance Allowance

The City of Pawtucket agrees to pay to all employees covered by this Agreement who have completed one (1) year of service the sum of Eight Hundred (\$800.00) Dollars per year for his uniforms with the exception of his protective gear which shall be supplied in accordance with the provisions set forth in Section 2 hereof.

In addition, the City of Pawtucket agrees to pay each employee covered by this Agreement who has completed one (1) year of service the sum of Six Hundred Seventy-Five (\$675.00) Dollars per year for uniform maintenance allowance.

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

As to new employees, the foregoing clothing allowance shall be prorated depending upon when the employee is hired in relation to the contract year. (i.e. If an employee is hired six (6) months after the commencement of the contract year, he would receive one-half (1/2) the clothing allowance, etc.)

Any change in color of the work uniform during the contract year, the city will pay to all employees the sum of Three Hundred (\$ 300.00) Dollars for his new uniform change.

Section 2. Protective Gear

In addition to the foregoing clothing allowance, the City of Pawtucket agrees to set up a special fund each year consisting of a sufficient sum of money to replace employee protective gear. This special fund shall be expended for the following protective gear for the permanent members of the Fire Division:

Canvas fire coats, including lining	Nomex Hood
Rubber boots	Night Hitch
Fire Helmet	Night Hitch Suspenders
Nail proof inner soles	Mittens
Blue reefer coat	Leather Work Gloves
Face Shield	
Personal face mask with nose piece for SCBA	

For Rescue Personnel:

Winter Jacket
Summer Jacket
Special Rain Gear

The above special fund shall be under the supervision of the Chief of the Fire Division, and the Chief shall reissue protective gear upon inspection when such protective gear is worn destroyed or mutilated as a result of normal wear and tear as a result of destruction in the line of duty,

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

The City of Pawtucket shall purchase a minimum of thirty-five (35) Personal Safety Devices (PASS) for the use of Fire and Rescue personnel.

Section 3. - Blue Winter Coat

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

ARTICLE IX

Section 1. - Sick Leave

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

Section 2. - Reasons for Sick Leave

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

- (a) Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his present position or of some other position in the Division if said employee is found capable of other work by a qualified physician.
- (b) Sick leave may also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee, provided that nor more than eight (8) working days with pay shall be granted to employees for this purpose in any one (1) calendar year.

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

Additional leave not to be deducted from sick leave:

- (a) Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.
- (b) In the case of death of a mother, father, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, or brother-in-law, each employee covered by this Agreement shall be entitled to a leave of absence with pay, from the time of notification of death to and including the day following the burial of the deceased. Where unusual travel conditions exist, such period may be extended at the discretion of the employee's division head.

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

- (c) In the case of death of relatives other than as provided in Paragraph (b) above, such leave of absence with pay shall not be for more than one (1) day to permit attendance at the funeral of said person, if leave is first approved by the Chief of the Division.
- (d) All sick leave, including short term sick leave, shall be used only for the purposes authorized by this Agreement and that any unauthorized use of sick leave shall constitute grounds for disciplinary action. The City has the right and obligation to make and enforce reasonable rules to ensure the utilization of sick leave benefits in accord with the provisions of this contract. The City shall consult the Union prior to the adoption and promulgation of such rules, which shall not be inconsistent with the conditions of this Agreement, either expressed or implied. Such rules shall be adopted and promulgated no later than August 1, 1982.

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

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

Section 3. - Sick Leave

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

Section 4. - Sick Leave Incentive

Any employee on the Fire Department who, during the preceding year, has not had any absences due to normal illness shall be entitled to an additional four (4) personal days; employees whose absences due to normal illness of not more than one (1) day shall be entitled to three (3) personal days; employees whose absences due to normal illness of not more than two (2) days shall be entitled to two (2) personal day; employees whose absences due to normal illness of not more than three (3) days shall be entitled to one (1)

personal day. (Absences for reasons associated with maternity or birth of employee's child under Article IX, Section 2 (b) shall be counted as time out under this Section.) All employees who earn additional personal days shall have these earned added to their Personal days under Article XVII, Section 1.

ARTICLE X

Section 1. - Injuries and Illness

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

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

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

Those members injured or who contract illness in the line of duty whose condition requires admittance to a hospital shall have the right to select a hospital and physician from the staff of that hospital. The choice shall be made by the employee, or if his condition prevents him from making his choice, the choice shall be made by his nearest relative who may be available at the time, providing it does not conflict with any plan selected by the employee.

In other cases which do not require hospitalization, the employees shall have the right to a specialist of his own choice from the staff of a hospital for initial treatment at the hospital and for subsequent treatment at the selected physician's office; provided it does not conflict with any plan selected by the employee.

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

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

When an employee has suffered a previous injury and occasion arises when that injury reoccurs in any manner, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury, at the City's expense. In the event that the physician who treated the employee for the original injury is not available by reason of illness, death, or from other circumstances, the employee shall have the right to engage a specialist of his own choice. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the

benefits of this Article; provided, however, that if the City of Pawtucket questions the decision of such physician, the City shall have the right to have said employee examined by the City physician or by a physician selected by the City physician as to whether or not said employee is actually suffering from recurrence of the injury,

Section 3.- Voluntary Smoking Program

The City shall provide to employees of the Pawtucket Fire Department the opportunity to enroll in a recognized program which will enable these individuals to quit smoking.

PAWTUCKET FIREFIGHTERS LOCAL 4421 and the City will encourage employees who smoke to voluntarily participate in the program.

It is understood by the parties that the above program is in no way mandatory, but strictly on a voluntary basis, and shall not be misunderstood employees are required to quit smoking.

Section 4. Light Duty

- (a) Establishment—Employees who suffer a service connected or non-service connected injury or illness and have been out of work for thirty (30) consecutive days, may be assigned to light duty positions in the department. Light duty positions shall not replace any position on any of the four (4) platoons. Employees on light duty shall not affect the minimum staffing levels of the department as contained in Article XVI Section 2.5 Minimum Manpower. These positions shall only be filled by employees who are medically cleared by their physicians.
- (b) Type of Work ---The light duty position shall be in the Fire Prevention Bureau and the Training Division. Modified duty would no longer exist in the Department.
- (c) Hours of Work - Light duty work schedule will be the same work schedule presently worked by employees who are permanently assigned in the Fire Prevention Bureau or the Training Division. The employees shall be allowed to keep all scheduled doctors appointments, therapy, tests, etc. related to the injury or illness during his/her scheduled hours of work without having to make up time.
- (d) Salary and Benefits—The employee's full salary, wages, allowances, etc. and level of benefits shall not be less than what is provided for in the contract based on the employee's rank, years of service, certification, marital status, etc.
- (e) Maternity – The City of Pawtucket Fire Department and Local 4421, recognizes pregnancy as a normal occurrence in a woman's life and therefore establishes this policy to implement the provision of temporary alternate non-hazardous duty assignments. When her physician diagnoses an employee as

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pregnant, she shall immediately notify her immediate supervisor and the Chief of the Pawtucket Fire Department and the City of Pawtucket's personnel officer. Employee's assigned to a Line Apparatus, Rescue or Fire Alarm Bureau position shall request a letter from their attending physician addressing the employee's ability to continue in their present assignment. The personnel officer shall provide the employee with an informational packet for her attending physician that includes a description of job duties, responsibilities and conditions. The employee shall be responsible, with advice from her physician, to determine how long she will continue in her assigned position. Light Duty non- hazardous assignments as defined below in Paragraph (C) shall be granted upon written request to the Fire Chief by the employee.

ARTICLE XI

Section 1. - Medical and Life Insurance

The City of Pawtucket agrees that effective July 1, 2009, it will assume the cost of family medical insurance coverage. In the case of an unmarried member, individual coverage is to be paid by the City. The City further agrees to assume and pay the full cost of the following riders: Basic Vision Care Rider; Student Rider coverage to age twenty-five (25); One Thousand (\$1,000.00) Dollars Out-of-Pocket Maximum for Out-Of-Network Services; Twelve (12) Chiropractic Visits; Fifteen (\$15.00) Dollars office visit co-pay; Twenty-Five (\$25.00) Dollars specialist office visits co-pay; One Hundred (\$100.00) Dollars emergency room co-pay; and Prescription Drug Program with co-pays of Seven (\$7.00) Dollars generic, Twenty-Five (\$25.00) Dollars non-generic formulary; and Forty (\$40.00) Dollars non-generic non-formulary.

Commencing July 1, 2009 employees shall be required, by way of weekly deduction to contribute \$28.85 per week for family coverage (\$1,500.00 annually) or \$14.42 per week for individual coverage (\$750.00 annually) (effective July 1, 2010, \$30.77/\$15.38 (\$1,600.00 annually); and July 1, 2011, \$32.69/\$16.35 (\$1,700.00 annually) to the cost of providing the foregoing benefits, or any alternative less expensive benefit which the employee may elect and that is offered by the City.

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

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

In the event an employee elects not to be furnished with medical insurance pursuant to this Section, the City will reimburse said employee the amount of One Thousand (\$1,000.00) Dollars for Individual Coverage, and Three Thousand (\$3,000.00) Dollars for Family Coverage each fiscal year. Those employees who opt not to be furnished with

medical insurance shall be allowed at any time to be placed on the medical insurance rolls provided they give thirty (30) days notification and pay back the amount of money that they received on a pro-rata basis.

The City agrees to assume and pay the full cost for family coverage Level I, II, III, and IV. In the case of an unmarried member, individual coverage is to be paid in full by the City.

The City shall provide employees covered under this agreement with Fifty Thousand (\$50,000.00) Dollars of Life Insurance protection, the City paying the full cost thereof,

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

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

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

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

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

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

The City shall pay the full cost of family coverage for the benefits contained in Article XI, section 1 hereof, for the surviving spouse (and dependent children) of a deceased employee of the Pawtucket Fire Department whose death occurs as a result of the

performance of duties whether said duties are performed on a regular tour of duty or while in the performance of fire duties of an off duty status.

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

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

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

Section.3 - Life Insurance

The City shall provide employees covered under this agreement with Fifty Thousand (\$50,000.00) Dollars worth of Life Insurance decreasing to Twenty- Five (\$25,000.00) Dollars after age seventy (70) at the same group rate that the City is paying for their present employees.

ARTICLE XII

Section 1.- Salaries

Salaries for members of the Fire Division covered by this Agreement shall be as follows:

	7/1/09 Weekly	7/1/10 Weekly	7/1/11 Weekly
Ass't Chief	\$ 1,223.71	\$1,260.42	\$1,298.23
Batt. Chief	\$ 1,167.79	\$1,202.82	\$1,238.90
Captain	\$ 1,131.32	\$1,165.26	\$1,200.22
Lieutenant	\$ 1,094.87	\$1,127.72	\$1,161.55
FireFighter Private	\$ 992.93	\$1,022.72	\$1,053.40
Firefighter Probationary	\$ 899.23	\$ 926.21	\$ 954.00

All personnel who are assigned to rescue or to work on Rescue shall receive an additional Twenty (\$20.00) Dollars per week, and shall be added to their weekly salary.

Section 2. – Increments

The City agrees to eliminate the present system of increments on pay raises as to officers. Any employee being promoted to a higher rank shall immediately upon his appointment receive the full pay for that rank.

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

Section 3. - Weekly Pay Days

The members of the Fire Division shall be paid weekly.

Section 4. - Rescue Squad Duty

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

Section 4.5 - EMTC Pay

All employees of the Department who are EMTC qualified shall receive in addition to his weekly salary the sum of Ten Dollars (\$10.00) per week.

Section 5. - Longevity

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

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

LONGEVITY SCHEDULE

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

- (b) Employees in the fire alarm room shall be entitled to the same longevity schedule as herein above stated in accordance with the time periods set forth in the Longevity Schedule.
- (c) All longevity payments to employees shall be made by separate checks.

ARTICLE XIII

Section 1. - Parade and Other Details

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

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

Section 2. - Non-Civic Details

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

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

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

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

- (c) In any case where employees covered by this agreement are assigned to a detail of a non-civic nature with more than three hundred and one (301) people in attendance, there shall be a minimum of two (2) employees assigned to each detail.

ARTICLE XIV

Section 1. - Grievance Procedure

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

- (a) When an employee covered by this Agreement feels he or she has a grievance, he shall submit the grievance, in writing, within thirty (30) days from the event giving rise to the grievance or the grievant's knowledge thereof, to his or her immediate superior who shall immediately turn the same over to the Battalion Chief who again in turn shall notify the Chief of the Division or his designee, and the Chief of the Division or his designee shall make his decision thereon, in writing, within seven (7) days of the date of delivery of the grievance to the employee's immediate superior.
- (b) If, in the judgment of the Executive Committee of PAWTUCKET FIREFIGHTERS LOCAL 4421, the nature of the grievance justifies further action, it shall, through the President and the Executive Committee of PAWTUCKET FIREFIGHTERS LOCAL 4421, present the grievance to the Chief of the Division or his designee. The Chief of the Fire Division or his designee shall meet with the President and the Executive Committee of PPFU within five (5) days of receipt of a request from the President of PAWTUCKET FIREFIGHTERS LOCAL 4421.
- (c) If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Division or his designee, the President of the Union and the members of the Executive committee for the purpose of testifying on the grievance. The Chief or his designee shall be entitled to have counsel present at any state in the proceedings under paragraph (b) hereof. The Chief of the Fire Division or his designee shall make his decision, in writing, within ten (10) days after the meeting referred to herein, unless said time period shall be extended by mutual agreement.

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

- (d) If either party desires to proceed further with the grievance, it shall notify the other party to this Agreement within seven (7) days of the written decision of the Public Safety Director that it desires to process the grievance further.

In such event, a committee shall be created for the purpose of arriving at a final resolution of the grievance. The committee shall be composed in the following manner:

A representative shall be selected by the Public Safety Director to represent the City within seven (7) days of the date of the written notice herein before referred to; a representative shall be selected by the President of PFFLU, and a third (3rd) disinterested member shall be selected by the first (1st) two (2) members. If agreement cannot be reached on the third (3rd) member within five (5) days of the appointment of the last of the two (2) members selected, either party may request the assignment of the third (3rd) disinterested party by the American Arbitration Association.

Such committee shall meet within ten (10) days of the appointment of the third (3rd) member of the committee and shall conduct hearings on the grievance and shall render its decision within thirty (30) days from the date of the conclusion of such hearings. The decision handed down shall be final and binding upon all parties hereto except that the arbitration panel shall not have the authority to add or subtract from the terms and conditions of this agreement.

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

Fees and necessary expenses of the third (3rd) party only shall be borne equally by the parties hereto.

In addition to the foregoing procedure, PAWTUCKET FIREFIGHTERS LOCAL 4421 shall have the right to present a grievance on behalf of any employee covered by this Agreement, or on its own behalf, for any alleged violation of any of the terms, conditions or provisions of this Agreement. In any case where a grievance is brought by PAWTUCKET FIREFIGHTERS LOCAL 4421, it shall be presented, in writing, to the Chief of the Fire Division or his designee within thirty (30) days from the date of the occurrence of said alleged grievance. The Chief of the Fire Division or his designee shall meet with the President and Executive Committee of PFFIV within five (5) days of the receipt of such notice of an alleged grievance.

In any case where a grievance is brought by PAWTUCKET FIREFIGHTERS LOCAL 4421 directly to the Chief of the Fire Division or his designee, the procedure as herein before outlined with respect to individual grievances shall apply.

- (e) In any case where the grievance does not involve a subject arising out of this Agreement or in connection with the interpretation hereof, the grievance shall

be handled after the provisions of Paragraph (b) hereof in accordance with the Personnel Rules and Regulations and the provisions of the City Charter.

In any case where the grievance may involve either a subject matter of this Agreement or an interpretation of any provision hereof and any personnel rule or regulation, the employee after proceeding through Step (b) hereof shall be required to make an election, in writing, as to whether or not he desires to follow the personnel rules and regulations or the arbitration provisions of this Agreement. This election shall be in writing and shall expressly waive any right to proceed other than in the manner the employee has selected.

This waiver shall be substantially in the following manner:

"I hereby elect to proceed under the personnel rules and regulations or the (grievance procedure under Article XIV of the collective bargaining agreement between the City of Pawtucket and PAWTUCKET FIREFIGHTERS LOCAL 4421) and by this notice hereby waive any right to proceed in any other manner."

ARTICLE XV

Section 1. - Pension Plan Commencement-Date

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

Section 2. - Retirement Upon Completion of Twenty Years Service

Each employee covered by this Agreement shall be eligible to retire upon completion of twenty (20) years of service in the Fire Division at an amount equal to fifty (50%) percent of said employee's highest year's salary.

Section 3. - Additional Benefits After Twenty Years Service

Each employee covered by this Agreement who does not retire upon completion of twenty (20) years of service in the Fire Division shall be entitled to an additional retirement benefit of three (3%) percent of his years highest years' salary for each year of service in the Fire Division over twenty (20) years but not to exceed an additional three (3) years and four (4) months with a maximum retirement benefit of sixty (60%) percent after completion of twenty-three (23) years and four (4) months or more years of service in the Fire Division.

Section 4. - Commencement of Pension Benefits

Pension benefits under Section 2 or 3 above shall be payable commencing on the date of the employee's retirement and shall be paid to the employee for the duration of his lifetime.

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

Section 5. - Eligibility Date

All employees covered by this Agreement who have on July 1, 1973, completed twenty (20) or more years of service in the Fire Division shall be eligible for the benefits set forth in this ARTICLE XV.

Employees who on July 1, 1979, have not completed twenty (20) years of service in the Fire Division shall not be eligible for the benefits set forth in Section 2 hereof until July 1, 1978, at which time all such employees will be eligible for retirement and will be entitled to receive additional benefits provided in Section 3 hereof for each year service over twenty (20) years.

"e.g. - If, on July 1, 1973, an employee has completed seventeen (17) years of service in the Fire Division, he would have to wait until July 1, 1978, to retire but would be entitled to a retirement benefit of fifty-four (54%) percent of the average of his highest year's salary."

Section 6. - Total and Permanent Disability

In addition to the foregoing retirement benefits, the Pension Plan shall also provide for a total and permanent disability benefit equal to sixty-six and two-thirds (66-2/3%) percent of the employee's pay at the time of his total and permanent disability and an additional ten (10%) percent for each dependent child under the age of twenty-one (21) years with a maximum total and permanent disability benefit of eighty (80%) percent.

This total and permanent disability benefit would continue for the period of disability or until the employee reaches his normal retirement date, at which time he would be transferred to the retirement list and would receive his normal retirement benefit as if he had not been disabled.

In any case where an employee becomes totally and permanently disabled while in the Fire service and after completing twenty (20) years of service, he shall be entitled to the benefits set forth in the first paragraph of this section during the period of his disability or until he reaches the date of completion of twenty-five (25) years of employment in the Fire Division at which time he shall receive the normal pension benefit determined in accordance with the provisions of Section 3 hereof.

Section 7. - Widow's Benefit

In the event that a member dies prior to his retirement and is survived by a widow or children, his widow shall be entitled to a pension benefit equal to FIFTY (50%) percent of

the member's highest or final salary plus an additional ten (10%) percent for each dependent child under twenty-one (21) years of age. Said benefits not to exceed a total of SEVENTY (70%) percent of the member's highest or final salary and said benefits shall be continued during the lifetime of the widow or until she remarries.

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

Section 8. - Employee's Pension Contribution

For the benefits provided in this ARTICLE XV, each employee covered by this Agreement, shall, commencing July 1, 1973, have deducted from his weekly salary an amount equal to six and one-half (6-1/2) percent of his normal weekly salary which shall be applied by the City toward the pension benefits provided under this ARTICLE XV. (Commencing July 1, 1999, the Pension Contribution shall be increased to seven and one-half (7-1/2%) percent.)

The above mentioned deductions will be pre-tax deductions beginning January 1st. 2006.

Section 9. - In Line Of Duty Death Benefit

Any employee of the Fire Division who while engaged in fighting a fire or in going to or coming from an alarm shall be killed while in the actual performance of his duties or whose death directly results from injuries sustained in the actual performance of his duties while fighting a fire or in going to or coming from an alarm shall be entitled to paid funeral expenses to a maximum of TEN THOUSAND (\$10,000.00) Dollars and to have paid to his designated beneficiary a lump sum payment equal to one hundred (100%) percent of his accumulated unused sick leave said payment is to be based upon a daily rate of one-fifth (1/5) of the employee's regular weekly salary.

Section 10. - Pension

The foregoing provisions, with respect to pensions, would apply to all Fire Fighter Dispatchers hired after July 1, 1976, and to those employees who were Fire Fighter Dispatchers on July 1, 1976, and who elected, in accordance with prior contractual provisions, to become covered, shall be covered by the pension herein set forth. Other Fire Fighter Dispatchers who were such on July 1, 1976 shall be entitled to pension benefits under the Municipal Employee's pension and their rights shall be covered by agreement entered into between the City of Pawtucket and PAWTUCKET FIREFIGHTERS LOCAL 4421 dated July 20, 1976.

Section 11. - Cost of Living increase for Retirees

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

Effective July 1, 1986, all employees who take normal retirement shall receive a one and one-half (1-1/2%) percent cost of living increase that shall be compounded each year.

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

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

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

Section 12. - Armed Service Credit

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

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

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

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

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

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

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

ARTICLE XVI

Section 1. - Mutual Aid

- A. In all cases where employees of other fire departments have been called into the City of Pawtucket under any mutual aid situation, the City of Pawtucket

will, after two (2) hours, callback sufficient off -duty employees of the Pawtucket Fire Division to replace such mutual aid fire fighters.

- B. The City and the Union also agree that from this day forward whenever an Engine company, Ladder Company or Rescue Company respond to a Mutual Air call to other cities or towns, and remain in that city or town for two (2) hours or more, the City of Pawtucket shall call back the same number of employees who responded on mutual aid back to work to fill in on the Pawtucket Fire Department for all of the time spent on Mutual Aid.
- C. In order to carry out the replacement provided for in the preceding paragraph, there shall be established officers and privates lists for each platoon. The use of such lists shall be on a rotating basis with the employee next in line on the list being the employee to be called. No employee will be called except on his second (2nd) or third (3rd) day off. If no employee on his second (2nd) or third (3rd) day off is available, then an employee on his fourth (4th) day off shall be used, and if none is available, then an employee on his first (1st) day off.

Section 2. - Minimum Apparatus in service

No piece of fire fighting apparatus or rescue vehicle presently being operated by the Pawtucket Fire Division at the time of this Agreement shall be placed out of service due to lack of manpower.

Section 2.5 - Minimum Manpower

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

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

In addition to the above on the dates of July 3rd and 4th, all engines and ladders will have a minimum of five (5) men on duty from 6:00 p.m. on July 3rd, and until 8:00 a.m. on July 5th of each year. This provision regarding having a minimum of five (5) men on duty from 6:00 p.m. on July 3rd until 8:00 a.m. on July 5th shall be suspended for the term of this agreement from July 1, 2009 through June 30, 2012.

Section 2.6 - Department Manpower

There shall be no reduction in the present workforce of One Hundred and Forty- Six (146) bargaining unit members. All positions shall remain as follows:

- 1 Chief of the Fire Department
- 1 Assistant Chief
- 4 Battalion Chiefs
- 28 Lieutenants
- 9 Captains

- 2 Rescue Captains
- 6 Rescue Lieutenants
- 95 Fire Fighters

For the term of the collective bargaining agreement from July 1, 2009 through June 30, 2012, the present workforce shall be one hundred forty-two (142) bargaining unit members. The staffing and all ranks shall remain as set forth above, except that there shall be ninety-one (91) Fire Fighters for the term of this agreement rather than ninety-five (95). This reduction in force will be by attrition only. In order to deploy the staff equally on the four platoons, the City shall post for bid the two fire dispatch positions on the four platoons pursuant to Article III, Section 1, and thereafter the City will have the right to balance the deployment of staff on the four platoons by seniority so that the four (4) vacant positions referenced herein (the difference between ninety-five (95) Fire Fighters and ninety-one (91) Fire Fighters) shall be balanced with one Fire Fighter vacancy existing on each platoon.

Section 3. - Lieutenants in Charge on Rescue Vehicles

- (a) Any employee who has a current EMT-C Certification or any member who elects to become an EMT-C shall have reasonable time off from duty, with pay, if necessary, in order for the employee to attend necessary courses or programs for continued EMT Certification.
- (b) Members of the bargaining unit shall be eligible for promotion to the rank of Rescue Lieutenant only after three (3) years service on the Fire Division, and a current EMTC Certificate.

Members of the bargaining unit shall be eligible for promotion to the rank of Rescue Captain only after three (3) years service as a Rescue Lieutenant and a current EMTC Certification and currently serving as a Rescue Lieutenant.

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

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

- (c) In the event that advance life support training opportunities are made available within the State of Rhode Island, the City may require Rescue Captains or Lieutenants to become certified in advanced life support and to maintain such certification as a condition of Rescue Captain or Lieutenant rank, provided, however, that the City will permit reasonable time off from

duty, with pay, if necessary, to attend the necessary courses or programs. Further, the City will also permit reasonable time off from duty, with pay, if necessary to any fire fighter enrolled in such approved advanced life support training to attend the necessary courses or programs. The City would also reimburse all personnel successfully completing such training for all fees, books and materials costs consequently thereto.

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

There shall be a Rescue Captain assigned to Rescue 1 and Rescue 2.

Any employee promoted to rank of Captain or Lieutenant on any Rescue vehicle shall receive a Captain or a Lieutenant's rate of pay without the Seven Dollars and 50 Cents (\$7.50) Dollars per week provided for Rescue personnel under Article XII, Section 4.

- (e) (1) All new fire fighters appointed to the Fire Department on or after January 1, 1986, will have to serve for a period of no less than six (6) years as an EMT-C on the Pawtucket Fire Department. They shall have twelve (12) months from the date of swearing in to be enrolled in an EMT-C school and will have to successfully complete and be certified as an EMT-C as a requirement to keep his job,
- (f) (2) Effective July 1, 2001, all new employees in the Pawtucket Fire Division must obtain EMTC Certification within either their Probationary Period or prior to being selected to commence employment in the Pawtucket Fire Division. All such EMTC Certifications must be maintained as a condition of continued employment; provided the City will permit reasonable time off from duty with pay, if necessary, in order for the employee to attend necessary courses or programs for continued EMTC Certification.
- (g) The most recent eighteen (18) fire fighters appointed to the Pawtucket Fire Department must maintain EMT-C Certification for a period of no less than six (6) years from date of Certification.
- (h) All fire fighters must maintain EMTA Certification for a period of not less than eight (8) years form date of hire.

Section 4. - Educational Costs

The City of Pawtucket agrees to reimburse any employee covered by this Agreement the full cost of tuition and books for successful completion of any Fire Science Degree courses, Registered Nurse Degree course, Public Administration Degree or course in a Fire Science Degree Program of up to a maximum of One Thousand Five hundred (\$1,500.00) Dollars effective July 1, 2007 per employee, enrolled in such a Fire Science Degree Program or Registered Nurse Program or Public Administration course. All Fire

Fighters will be reimbursed within thirty (30) days after showing proof of course completion and cost of completed course.

ARTICLE XVII

Section 1. - Personal Days

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

ARTICLE XVIII

Section 1. – Severability

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

ARTICLE XIX

Section 1. - No Strike Clause

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the grievance procedures herein before set forth, PAWTUCKET FIREFIGHTERS LOCAL 4421, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized or wildcat work stoppage, slowdown or strike shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XX

Section 1. - Legal Assistance and Indemnification

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Pawtucket Fire Department, the City of Pawtucket agrees to provide such

employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding.

ARTICLE XXI

Section 1. - Department Orders/Memorandums:

Each and every time a Department Order/Memorandum is posted or sent to employees of the Pawtucket Fire Department, a copy shall be sent to Pawtucket Fire Fighters Independent Union,

ARTICLE XXII

Section 1. - Pension Study Committee

During the term of this Agreement, the parties shall establish a joint Pension Committee composed of eight (8) members: four (4) selected by the City, four (4) selected by the Union to study the matter of the present Pension Plan, together with other modifications or improvements to said Plan, Said Committee shall render its report no later than June 30, 2007. The recommendations shall be advisory in nature.

Section 2. Civilian Dispatch and Third Rescue Study Committee

During the term of this Agreement, the parties shall establish a joint Civilian Dispatch and Third Rescue Study Committee composed of eight (8) members: four (4) selected by the City, and four (4) selected by the Union to study the issues of converting the dispatch operation currently performed by uniformed members of the Pawtucket Fire Division to a dispatch operation performed by civilian dispatchers and to study the addition of a third rescue to be operated by the Pawtucket Fire Division. Said Committee shall render its report no later than June 30, 2012. The recommendations shall be advisory in nature.

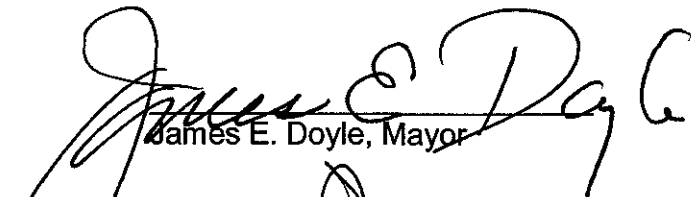
Section 3. Duration of Agreement

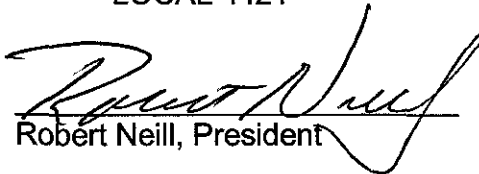
This Agreement shall be for a period of three (3) years commencing on July 1, 2009, and ending on June 30, 2012.

IN WITNESS WHEREOF, the City of Pawtucket has caused this instrument to be executed and its corporate seal to be affixed by its Mayor and its Director of Personal hereunto duly authorized by the City Council of the City of Pawtucket as of the day and year first above written, and said Pawtucket Fire Fighters Independent Union has caused this instrument to be signed by its President, hereunto duly authorized as of the day and first above written. Executed in the Presence of:

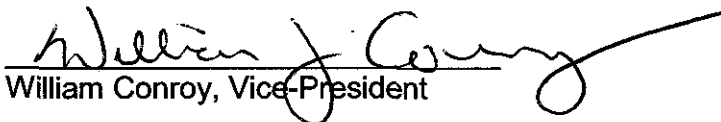
CITY OF PAWTUCKET

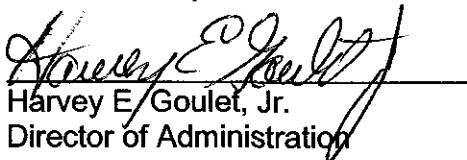
PAWTUCKET FIREFIGHTERS
LOCAL 4421


James E. Doyle, Mayor


Robert Neill, President

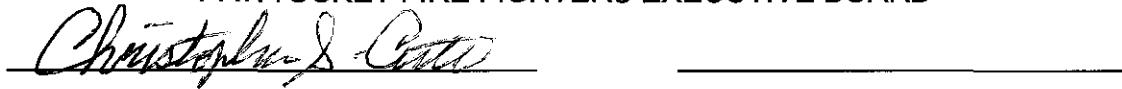

Angel S. Garcia, Personnel Director


William Conroy, Vice-President


Harvey E. Goulet, Jr.
Director of Administration


Raymond Martel, Secretary/Treasurer

PAWTUCKET FIRE FIGHTERS EXECUTIVE BOARD



DATE: 5/29/2009

GENERAL ORDER #1

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

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

1. DEPARTMENT INJURY REPORT

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

2. WITNESS STATEMENT FORM

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

3. AUTHORIZATION FOR MEDICAL AND/OR HOSPITAL INFORMATION

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

4. COMPLETION OF DEPARTMENT INJURY REPORT BY IMMEDIATE SUPERVISOR

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

5. MEDICAL/HOSPITAL REPORTS

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

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

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

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

Firefighters must attend all scheduled medical appointments including, without limitation, appointments for treatment/therapy as recommended by their physician. Failure to attend appointments or follow their physician's recommendation regarding treatment for their injury may result in the firefighter being removed from IOD status. Where a firefighter must cancel an appointment with his physician or a treatment/therapy session due to an emergency situation that could not be foreseen by the firefighter, the firefighter must immediately notify the Chief of the Department of the emergency or, if the Chief is not available, then the on duty Battalion Chief or acting chief.

6. PROCESSING THE IOD PACKAGE

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

review the paperwork, sign the IOD form, and deliver the IOD package to the Office of the Chief of the Fire Department the next business day from their submission by the injured firefighter.

7. FAILURE TO PROVIDE NECESSARY DOCUMENTATION

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

8. RETURN TO WORK AUTHORIZATION

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

9. RECURRENCE AND/OR ADDITIONAL MEDICAL TREATMENT

Any time a firefighter suffers a recurrence of a previous IOD injury or requires additional medical treatment, tests, or therapy, as a result of a previous IOD injury, after the individual has returned to work for any period following the original injury, then the injured firefighter shall be required to submit a new IOD package to support the claim and/or need for further additional treatment, tests, or therapy.

Every member of the Pawtucket Fire Department shall receive a copy of the General Order.

Timothy McLaughlin
Chief of Fire
Pawtucket Fire Department