



COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF WOONSOCKET

AND

LOCAL 732, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

JULY 1, 2014 TO JUNE 30, 2019

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## A G R E E M E N T

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Fighters of Fire Departments", this Agreement is made and entered into this 22 day of October, 2014 by and between the CITY OF WOONSOCKET, the WOONSOCKET BUDGET COMMISSION and LOCAL 732, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO. The Woonsocket Budget Commission is a party and signatory to this Agreement solely because of the provisions of Rhode Island General Laws Section 45-9-1 et seq.

### ARTICLE I

#### 1.1 RECOGNITION

The City of Woonsocket recognizes Local 732, International Association of Fire Fighters, AFL-CIO, as the exclusive bargaining agent for all employees of the Woonsocket Fire Department except civilian dispatchers and the Chief of the Department, for the purpose of collective bargaining relative to wages, salaries, hours, and working conditions. The rights of the City of Woonsocket and Fire Fighters and all other employees shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions. It is specifically provided that the Fire Fighters and all other employees who are subject to the terms of this Agreement shall have no right to engage in any work stoppage, slowdown, or strike; the consideration for such provisions being the right to a resolution of the disputed questions.

#### 1.2 UNION SECURITY

The City of Woonsocket agrees not to discharge or discriminate in any way against any Fire Fighters for Union membership or activities.

Membership in Local 732, International Association of Fire Fighters, AFL-CIO, shall be a condition of employment upon completion of a probationary period of not more than one (1) year unless it is mutually agreed upon between Local 732 and the City of Woonsocket to extend a member's probationary period.

All on duty members shall be allowed to attend all of Local 732 regular and special meetings being held in the City of Woonsocket.

1.3 DUES DEDUCTION

The City of Woonsocket agrees to deduct Union dues and assessments from each paycheck during the term of this Agreement upon receipt of authorization cards from members of Local 732, International Association of Fire Fighters, AFL-CIO, and shall forward the same to the Treasurer of Local 732 by the 10th day of the month following the month of deduction.

ARTICLE II

2.1 MANAGEMENT RIGHTS

The City of Woonsocket shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department as provided by law; provided, however that such rules and regulations do not conflict with the provisions of this Agreement and duly established past practices of the parties.

2.2 RULES AND REGULATIONS

The Chief of the Fire Department, annually, after consultation with the officers of Local 732, shall review and update the rules and regulations of the Fire Department and cause a copy of the revised rules and regulations to be supplied to each member of the Fire Department.

These rules and regulations, when approved by the City Council, shall be incorporated in the Personnel Ordinance.

2.3 SENIORITY

a) Seniority shall be defined and determined by the length of time that an employee, covered by this Agreement, has been employed in the Woonsocket Fire Department.

- b) Seniority shall prevail with respect to the following: transfers to any division, station, platoon or position within the Woonsocket Fire Department or by whatever name the transfer may be labeled, except for the following positions:

Fire Marshal  
Fire Training Officer  
E.M.S. Coordinator  
Fire Alarm Superintendent  
Assistant Fire Marshal (2)

These positions shall be filled within sixty (60) days by the Chief of the Department, provided, however, that any employee who is selected by the Chief to fill the above positions shall have the right to reject such positions at his/her discretion without the need of any explanation on his/her part.

- c) Seniority rights shall also prevail with regard to the following: Days off, vacations, and job bidding.
- d) All jobs shall be subject to job biddings to be held within forty-five (45) days (or the Saturday following the forty-fifth day of the opening,) provided, however, that an employee may reject the position or benefit at his/her discretion without the need of any explanation on his/her part. Further, in the event that an employee should reject a position or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.
- e) In order to carry out the provisions of Paragraphs (b) and (c) above, the following bid system will be adopted: 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/she can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner; provided, however, that in cases where the City and the Local 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 the Local so

mutually agree to extend such a 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 dispute over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

It is understood by the parties hereto that during the trial period, a monthly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Chief of the Fire Department.

The bid system provided herein shall be effectuated with the cooperation of the Union under the direction of the Chief of the Fire Department.

The bid process shall be implemented as follows:

1. All bids for open positions, due to retirement, shall be held within 45 days, or the Saturday following the 45<sup>th</sup> day. Bids will be held at Station #2 on a Saturday at 8:00 a.m.
2. Employees will have no seniority rights for job bidding until training requirements have been successfully completed, they have completed their probationary period, and there are four (4) floating firefighters with less seniority on the Woonsocket Fire Department.
3. Employees cannot withdraw their name from any bid position.
4. Employees should have reasonable surety that they can perform the job that they are bidding.
5. All transfers from job bidding will be effective within 25 days of bidding. Employees may lose or gain some time and employees switching platoons will pick only the open vacation periods on their new platoon, by seniority and the vacation rules.
6. Everyone changing positions will be evaluated, as outlined in Article II, section 2.3 (e).

7. If an employee is removed from new position for alleged lack of reasonable progress in said position, and no grievance is filed, that position will be re-bid and the employee may bid any new position according to seniority.
8. If an employee is removed from new position and a grievance is filed, a meeting shall be held with the employee, the Chief, the employee's Deputy, the employee's Officer, the Training Officer, and the Union in attendance, to try to resolve the issue of reasonable progress. At that time, the employee shall have grievance rights.
9. The senior member assigned to that Company will have first choice as acting officer. When any member assigned to a company is missing, members assigned to that company will have first choice in moving up. Strength of the company and platoon is at the discretion of the Deputy Chief.
10. Acting officers do not travel, except in overtime situations.
11. In order to bid as an officer or acting officer on Rescue, the employee must be EMT-C certified, and must have been previously qualified as an acting Rescue officer.
12. In order to bid as Rescue driver, employees must be EMT-C certified. A Rescue driver shall be Rescue officer qualified within 12 months.
13. Bids in writing are acceptable.
  - f) A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Boards of all Fire Stations for the benefit of all employees and all seniority questions shall be resolved in accordance therewith.
  - g) The City also agrees to furnish to the Local and maintain an up-to-date seniority list.
  - h) Commencing July 1, 1976, when more than one (1) Private goes on the payroll of the Fire Department on the same day, seniority shall be determined among said Privates by their standing on the eligibility list.

- i) When more than one (1) officer in a particular rank is appointed to the Department on the same day, seniority between them shall be determined by the length of time in service in the particular officer's rank.

ARTICLE III

3.1 SALARIES

- a) Salaries of the employees of the Woonsocket Fire Department for the period July 1, 2014 to June 30, 2019 shall be as follows:

Rank	7/1/2014 0%	7/1/2015 1%	7/1/2016 1.75%	7/1/2017 1.75%
Firefighter / Training	\$ 615.69	\$ 621.85	\$ 632.73	\$ 643.80
Firefighter / Floater	\$ 726.99	\$ 734.26	\$ 747.11	\$ 760.18
Firefighter / (Probation)	\$ 726.99	\$ 734.26	\$ 747.11	\$ 760.18
Fire Fighters	\$1,013.78	\$ 1,023.92	\$ 1,041.84	\$ 1,060.07
Fire Alarm Officer	\$1,079.41	\$ 1,090.20	\$ 1,109.28	\$ 1,128.70
Fire Alarm Superintendent	\$1,291.00	\$ 1,303.91	\$ 1,326.73	\$ 1,349.95
Acting Officer (Rescue)	\$1,079.41	\$ 1,090.20	\$ 1,109.28	\$ 1,128.70
Acting Captain (Rescue)	\$1,167.50	\$ 1,179.18	\$ 1,199.81	\$ 1,220.81
E.M.S. Coordinator	\$1,167.50	\$ 1,179.18	\$ 1,199.81	\$ 1,220.81
Fire Lieutenant	\$1,079.41	\$ 1,090.20	\$ 1,109.28	\$ 1,128.70
Fire Captain	\$1,167.50	\$ 1,179.18	\$ 1,199.81	\$ 1,220.81
Assistant Fire Marshal	\$1,167.50	\$ 1,179.18	\$ 1,199.81	\$ 1,220.81
Fire Marshal	\$1,291.00	\$ 1,303.91	\$ 1,326.73	\$ 1,349.95
Fire Training Officer	\$1,291.00	\$ 1,303.91	\$ 1,326.73	\$ 1,349.95
Deputy Fire Chief	\$1,291.00	\$ 1,303.91	\$ 1,326.73	\$ 1,349.95

Rank	7/1/2018 1.5%
Firefighter / Training	\$ 653.46
Firefighter / Floater	\$ 771.59
Firefighter / (Probation)	\$ 771.59
Fire Fighters	\$ 1,075.97
Fire Alarm Officer	\$ 1,145.63
Fire Alarm Superintendent	\$ 1,370.20
Acting Officer (Rescue)	\$ 1,145.63
Acting Captain (Rescue)	\$ 1,239.12
E.M.S. Coordinator	\$ 1,239.12
Fire Lieutenant	\$ 1,145.63
Fire Captain	\$ 1,239.12
Assistant Fire Marshal	\$ 1,239.12
Fire Marshal	\$ 1,370.20
Fire Training Officer	\$ 1,370.20
Deputy Fire Chief	\$ 1,370.20

- b) As of January 1, 1986, the City shall have the right to change the present weekly pay schedule to a bi-weekly pay schedule for all employees covered under this agreement.
- c) Effective July 1, 2005, the two (2) Assistant Fire Marshals, one (1) Fire Marshal and one (1) Fire Training Officer will be paid one full pay grade above their rank.

3.2 LONGEVITY

a) Each employee of the Woonsocket Fire Department hired before July 01, 2011 covered by this Agreement shall be entitled to longevity payment after he/she has served as a member of the Department for a period of five (5) years, including any probationary period established by the City. Payment for longevity shall be made during the month of November (based on the payroll rate of pay as of November 1<sup>st</sup>), or upon retirement or death if said event is between July 1<sup>st</sup> and November 1<sup>st</sup>. Each employee's anniversary date, during the contract year shall be used as the basis for payment. Payment shall be in one lump sum in a check separate from the employee's regular paycheck. Each employee entitled herein under shall only receive one (1) payment during the contract year. Payment for longevity shall be in accordance with the following schedule. Effective June 30, 1991, payment for longevity shall be included in the employee's annual salary for retirement pension purposes in accordance with the following schedule:

Commencement of employment to before completion of fifth (5th) year	0
Completion of fifth (5th) year to less than ten (10) years	10%
Completion of tenth (10th) year to less than fifteen (15) years	11%
Completion of fifteenth (15th) year to less than twenty (20) years	12%
Completion of twentieth (20th) year and over	13%

b) For those employees hired on or after July 1, 2011, they shall not be eligible for longevity payment until after he/she has served as a member of the Department for a period of ten (10) years, including any probationary period established by the City. Said payment for longevity shall be made in accordance with the schedule and formula set forth below:

Commencement of employment to before completion of ten (10th) year	0
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Completion of tenth (10th) year to less than fifteen (15) years	11%
Completion of fifteenth (15th) year to less than twenty (20) years	12%
Completion of twentieth (20th) year and over	13%

### 3.3 RESCUE SQUAD

All regular members of the Rescue Division shall be paid twenty-five (\$25) Dollars per week above their regular salary. All members that "job bid" to the fire/EMS squad (engine officer & engine driver) shall receive twenty five (\$25.00) dollars per week above their regular salary. These two forms of additional compensation shall be construed as one in the same and no employee shall be compensated for both additional rates or at fifty dollars (\$50) extra per week.

Any employee who fills in on Rescue or fire/EMS squad shall receive Six Dollars and Twenty-Five Cents (\$6.25) per full day or night worked.

Effective July 1, 1988, any employee who completes a full year in the Rescue Division, shall carry over ten (10%) percent of his extra Rescue pay for Pension purposes.

A Rescue Training Officer/E.M.S. Coordinator shall be designated by the Chief of the Fire Department. He/she shall be in charge of Emergency Medical Services and it shall be his/her duty to conduct and upgrade all Fire Fighters and Rescue personnel in a continuing training and education program. The Rescue Training Officer's/E.M.S. Coordinator's functions shall be subject to the approval of the Chief of the Fire Department after consultation with officers of Local 732.

The Senior Lieutenant on each Rescue shall be assigned as Captain and shall be in charge of that Rescue truck.

The City shall maintain a One Million (\$1,000,000.00) Dollar liability insurance policy for all employees.

In order to bid as an officer or acting officer on Rescue, an employee must be EMT-C certified and must have been previously qualified as an acting Rescue Officer. The employee need not be a rescue driver at the time of the bid.

### 3.4 TIME OFF WHILE PERFORMING UNION DUTIES

- a) All employees covered by this Agreement who are officers of Local 732, not to exceed three (3), shall be allowed time off with pay (and without the requirement to make up such time off or to obtain a substitute) for all Union business in relation to contract negotiations and in connection with the administration of the terms and conditions of this Agreement.
  
- b) All employees covered by this Agreement who are officers of Local 732, not to exceed three (3), shall be allowed time off with pay (and without the requirement to make up such time off or to obtain a substitute) for the purpose of attending the national, state, or regional conventions and meetings of the International Association of Fire Fighters or AFL-CIO and for the purpose of attending courses, seminars, or other educational programs sponsored by the International Association of Fire Fighters or the AFL-CIO. Such time off shall be limited to a maximum of eleven (11) days per contract year for each of the three (3) officers.
  
- c) Employees who are delegates to the Central Labor Council of Woonsocket, State Association of Fire Fighters, or the R. I. AFL-CIO, shall be allowed time off with pay (and without the requirement to make up such time off or to obtain a substitute) for the purpose of attending such meetings if there is sufficient manpower available as determined by the Chief of the Woonsocket Fire Department.
  
- d) Any employee who is an elected officer and/or one employee of the Rhode Island State Association of Fire Fighters will be allowed a maximum of two (2) days off per year with pay (and without the requirement to make up such time or obtain a substitute) for Rhode Island State Association of Fire Fighters business.

### 3.5 TEMPORARY SERVICE OUT OF RANK

- a) Any members of the Woonsocket Fire Department temporarily assuming the duties of a higher rank, except acting shift Captains, shall receive the pay commensurate with the increased duties and responsibilities for any full day or night worked in that higher

rank. Personnel assigned to fire alarm will receive the pay grade for the actual hours worked when assigned to apparatus for less than a full shift.

- b) Any member filling a long term vacancy, considered six (6) weeks or over, shall be paid at their acting pay grade weekly. Any long term acting officer will receive overtime, holiday and callback pay at the rank he/she is filling, while in the acting officer capacity.
- c) In any case where an employee serving out of rank contracts an illness or suffers an injury in the performance of his/her duties, he/she shall be entitled to all of the benefits in Article XI, Section 11.3 and 11.4 of this Agreement, including pay at the rate he/she was receiving while serving out of rank; provided, that if an employee were forced to retire he/she would retire at the rate of pay at the rank he/she was serving when he/she contracted an illness or suffered injury in the performance of his/her duties.

### 3.6 MINIMUM MANPOWER REQUIREMENT

Except as otherwise explicitly provided in Section 3.7 of this Agreement, no fire apparatus, except Rescue vehicles, and one (1) Fire/EMS Squad, shall be operated at any time with less than three (3) fire fighters on the vehicle. When in service, the Fire/EMS Squad shall be a four (4) member Company assigned to one(1) building comprised of an Engine and a Rescue. The Engine and Rescue that make up the Fire/EMS Squad shall always respond together as a four (4) member Company. A fire response shall place all four (4) members on the Engine. An EMS response shall place two (2) members on the Rescue and two (2) members on the Engine. At no time will the Fire/EMS Squad be in service with less than four (4) members.

No Rescue vehicle shall be operated at any time with less than two (2) fire fighters on the vehicle who are EMT-C qualified. Any third fire fighter who volunteers for Rescue must be EMT qualified.

### 3.7 MINIMUM PLATOON STAFFING

The Woonsocket Fire Department shall be run on a four (4) platoon system. All four (4) platoons shall have twenty-four (24) bid Fire Fighters, consisting of the following: One (1) Deputy Chief, two (2) Captains, four (4) Lieutenants, three (3) Acting Captains or Lieutenants on Rescues, and fourteen (14) Privates. All of the four (4) Platoons shall have a minimum of twenty-one (21) Fire Fighters working on each Platoon. There shall be four (4) floating Fire fighters to be assigned at the discretion of the Fire Chief or his designee.

Each platoon shall consist of the bid assignments set forth in Exhibit A. When any platoon has less than twenty-four (24) fire fighters working, the following staffing assignments shall prevail:

- 1) When a platoon has twenty-three (23) fire fighters working, the Fire/EMS Squad shall revert to a three (3) person fire company, with three (3) fire fighters assigned to Engine # 4.
- 2) When a platoon has twenty-two (22) fire fighters working, the Fire/EMS Squad shall revert to a three (3) person fire company, with three (3) fire fighters assigned to Engine # 4; Ladder # 2 shall be assigned two (2) fire fighters; and Ladder # 1 and Ladder # 2 shall run in tandem.
- 3) When a platoon has twenty-one (21) fire fighters working, the Fire/EMS Squad shall revert to a three (3) person fire company, with three (3) fire fighters assigned to Engine # 4; Ladder # 2 shall be assigned two (2) fire fighters; Ladder # 1 shall be assigned two (2) fire fighters; and Ladder # 1 and Ladder # 2 shall run in tandem.

Notwithstanding the foregoing, whenever Rescue # 4 is out of service and there is a need for Rescue # 4 to respond to a call for service because the other Rescues are unavailable to respond, Rescue # 4 shall be staffed with the three (3) fire fighters assigned to Engine # 4, if available, and Rescue # 4 shall respond to such call for service.

Whenever there is a confirmed Code Red in the City of Woonsocket and there are less than twenty-four (24) fire fighters working, the Fire Chief or his/her designee shall call back fire fighter(s) to the scene so that there are at least twenty-four (24) fire fighters working on the platoon. (For example, if there are twenty-one (21) fire fighters working and there is a confirmed Code Red, the Fire Chief or his/her designee will call back at least three (3) fire fighters to the fire scene.)

The Woonsocket Fire Department shall operate with one hundred and six (106) employees plus the Fire Chief.

The City shall not layoff any fire fighters or eliminate any Fire Department positions for the duration of this contract.

The City and Union will meet in June of each year of this agreement to discuss the fiscal situation of the City that would allow for incremental increases in staffing of the Department. Such meetings shall not be subject to the Fire Fighter Arbitration Act or any other binding dispute resolution mechanism.

The parties acknowledge that, at 11:59 p.m. on June 30, 2019, the position of the Union will be that there should a minimum of 24 line firefighters on duty at all times. The parties shall negotiate over the issue of minimum manning no later than January 15, 2019, and if no agreement is reached within thirty (30) days thereafter, the Union shall submit the issue to binding arbitration pursuant to the Fire Fighter Arbitration Act. Nothing herein shall preclude the City from asserting any legal defense to the Union's demands or submission to arbitration.

### 3.8 MINIMUM DAY HELP STAFFING

- a) Day help within the Woonsocket Fire Department shall consist of one (1) Fire Alarm Superintendent\*, one (1) Captain assigned as Fire Training Officer, one (1) Captain assigned as Fire Marshal, one (1) E.M.S. Coordinator, and two (2) Lieutenants assigned as Assistant Fire Marshals.

\*During such time as the member assigned to the position of Fire Alarm Officer as of the effective date of this Agreement (Sean P. Lafferty) remains in that position, the Fire Alarm Superintendent position shall remain vacant, and the Fire Alarm Officer job description shall be amended to add all additional duties of the Fire Alarm Superintendent position, except for licensed electrical work. When Mr. Lafferty vacates the Fire Alarm Officer position for any reason (e.g., retirement, bid, promotion, dismissal, etc.), there shall no longer be a Fire Alarm Officer position in the department, and at that time, the City shall fill the vacant Fire Alarm Superintendent position.

- b) The Fire Alarm Superintendent's position shall be assigned by the Chief of the Department to a current member of the Fire Department if the member scores within the top three candidates. Should more than one candidate be a Fire Department employee, the Chief shall have the choice of those candidates.

### 3.9 FILLING VACANCIES

- a) Any vacancies within the Woonsocket Fire Department, (new employee) shall be filled at the Chief's discretion, but in no event shall the position remain vacant for more than six (6) months.
- b) The child or children of any fire fighter who suffers a line of duty death at a fire scene, responding to or returning from an alarm, upon successfully passing all components of an entrance exam, will automatically be placed first on the entrance list. If more than one child is on the same list, they will be placed on the entrance list by their score on the written exam.

### 3.10 LIGHT DUTY

Light duty shall be available to all Fire Fighters who are on sick leave or injury on duty status (with Doctor's approval) according to the seniority provisions of the C.B.A. Fire Fighters on Light Duty may fill in all positions as assistants to day help personnel.

## ARTICLE IV

### 4.1 HEALTH CARE COVERAGE

- a) Effective July 01, 2014, active employees hired prior to July 1, 2014 will receive health care coverage, family or individual plan, as appropriate, pursuant to the healthcare plan in effect, which shall consist of a \$500.00 Deductible Coinsurance Plan. The City shall provide a healthcare benefit level, service level, and network level no less than the healthcare plan in effect at the time of the execution of this agreement, with the following plan design elements:

Office visit co-pay	\$20.00
Office visit co-pay Preventive	\$0.00
Allergist / Dermatologist	\$30.00
Chiropractic Care 12 visits per year	\$30.00
Specialist	\$30.00
Pediatric Preventive Care	\$0.00
Routine Vision	\$30.00
Urgent Care Center	\$30.00
Emergency Room	\$150.00
Prescription Drug Coverage	\$10/\$20/\$30/\$50

Qualifying dependents are covered through age 26.

In addition and incorporated herein please refer to the specific health plan design attached as Exhibit B.

Commencing July 1, 2014, active employees hired prior to July 1, 2014 shall be required to make a twenty percent (20%) contribution toward their health insurance premiums, through pre-tax payroll deductions. Employees shall not be required to make any contribution toward their work-related-injury ("WRI") insurance premium.

b) Any employee hired prior to July 1, 2014 who is eligible for and takes a normal retirement under the Employees' Retirement System of Rhode Island ("ERSRI") with at least twenty-five (25) years of continuous service to the City (unless "grandfathered" pursuant to State pension reform of 2012 so as to be eligible for normal retirement under the ERSRI after twenty (20) years of continuous service to the City) shall be eligible in retirement for the health care plan, as described in section 4.1(a), in accordance with the following:

Such retirees shall choose one of the following options at the time of their retirement:

1. Either one (1) or two (2) individual health plan(s) with a twenty percent (20%) contribution toward the health insurance premiums by the retiree. The duration of such coverage shall be until Medicare eligibility, and the retiree and spouse, if any, shall convert to Medicare upon eligibility. The City shall cover eighty percent (80%) of the cost of a Medicare Supplement plan for each of the retiree and his/her spouse upon Medicare

eligibility. If the retiree becomes eligible for Medicare before his/her spouse or if the retiree's spouse becomes eligible for Medicare before the retiree, the City shall cover eighty percent (80%) of the cost of one (1) Medicare Supplement plan for the Medicare eligible spouse as well as eighty percent (80%) of the cost of one (1) individual health plan for the non-Medicare eligible spouse until he/she reaches Medicare eligibility. At no time, however, shall such a retiree be responsible for paying more than twenty percent (20%) of the cost of two (2) individual health plans.

OR

2. Family health coverage with a twenty-five percent (25%) contribution toward the health insurance premiums by the retiree. The duration of such coverage shall be until Medicare eligibility, and the retiree and spouse shall convert to Medicare upon eligibility. The City shall cover eighty percent (80%) of the cost of a Medicare Supplement plan for each of the retiree and his/her spouse upon Medicare eligibility, as well as seventy-five percent (75%) of the cost of continued health coverage for qualifying dependents of the retiree until the dependents reach the age of twenty-six (26). If the retiree becomes eligible for Medicare before his/her spouse or if the retiree's spouse becomes eligible for Medicare before the retiree, the City shall cover eighty percent (80%) of the cost of one (1) Medicare Supplement plan for the Medicare eligible spouse as well as seventy-five percent (75%) of the cost of continued health coverage for the non-Medicare eligible spouse until he/she reaches Medicare eligibility. At no time, however, shall such a retiree be responsible for paying more than twenty-five percent (25%) of the cost of one (1) family health plan.

Prior to reaching Medicare eligibility, such retirees who opted for family health coverage pursuant to the terms and limitations set forth in section 4.1(b)(2) may, during open enrollment, opt for one (1) or two (2) individual health plan(s) pursuant to the terms and limitations set forth in

section 4.1(b)(1). Retirees who do not opt for family health coverage at the time of retirement and retirees who opt out of family health coverage during retirement, shall not be permitted to opt into family health coverage under section 4.1(b)(2) under any circumstances.

- c) Any future employee hired on or after July 1, 2014 shall be enrolled in a \$2,000 (individual) / \$4,000 (family) High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA"). The plan design for the HDHP/HSA plan shall consist of a fiscal-year deductible of \$2,000 for individual coverage and \$4,000 for family coverage. The employee shall be responsible for paying up to the full deductible each year. The summary plan document for the HDHP / HSA plan is attached hereto as Exhibit C and incorporated herein.

On or before June 15 of each fiscal year, such employees shall indicate to the City in writing the amount they want the City to advance into their HSA; provided, however, that the City's advance shall not exceed \$4,000 for a family plan or \$2,000 for an individual plan in any fiscal year. The City shall advance such amounts on July 1. Employees shall repay to the City the above-cited advances to their HSA in approximately equal installments through pre-tax payroll deductions during the fiscal year. If an employee leaves service with the City for any reason before the end of the fiscal year, the employee shall still be responsible for repaying the City's advance in full, and the City is hereby authorized to deduct any unreimbursed advances from such employee's final paycheck.

Employees and their spouse and/or dependent(s), if any, will have access to their HSA accounts using pre-paid debit cards, which the City may administer through a third-party plan administrator.

- d) Any employee hired on or after July 1, 2014 who is eligible for and takes a normal retirement under the ERSRI at age fifty-five (55) or later and with at least twenty-five (25) years of continuous service to the City shall be eligible in retirement for one (1) individual health care plan as described in section 4.1(a). Such retirees shall be responsible for a fifty percent (50%) contribution toward their health insurance premiums, and they will have the option of purchasing one (1) additional individual health

care plan or one (1) family plan as described in section 4.1(a), in either case with the total additional cost of such plan borne by the retiree. The duration of such coverage shall be for a maximum of ten (10) years or until the retiree is eligible for Medicare, whichever occurs sooner. Such retirees shall convert to Medicare upon eligibility, at which time the City shall cover seventy-five percent (75%) of the cost of one (1) Medicare Supplement plan for the retiree. Upon reaching Medicare eligibility, the retiree shall have the option of purchasing one (1) individual health care plan or one (1) family plan as described in section 4.1(a) for their spouse and/or qualifying dependents, in either case with the total additional cost of such plan borne by the retiree. Such retirees shall also have the option of purchasing one (1) Medicare Supplement plan for his or her spouse with the total additional cost of such plan borne by the retiree.

e) Employees placed on an accidental disability retirement under the ERSRI on or after July 1, 2014, regardless of their age or years of service at the time of retirement, shall be eligible in retirement for health insurance pursuant to the terms and limitations set forth in Section 4.1(b) or Section 4.1(d), as applicable based on their date of hire.

f) The City shall pay the sum of One Hundred Forty-Four Dollars (\$144.00) per year for each employee covered by this Agreement for the purpose of Life Insurance. Such sum shall be paid to Local 732 before July 21 of each year.

g) The City agrees to pay the full cost of medical insurance provided in sub-paragraph (a) above for the widow/widower and his/her family of any employee covered by this Agreement who may be killed in the line of duty, provided, however, that the death shall occur within two (2) years of the date of the injury or illness. Such payment shall continue until the widow/widower dies or remarries. In the event the widow/widower deceases leaving children under the age of twenty-one (21) years, the City will provide the coverage specified in sub-paragraph (a) hereof for each child until each child attains the age of twenty-one (21) years. This provision shall be retroactive to January 1, 1976 and provided, further, that said coverage may be temporarily suspended by the City if equivalent benefits are provided by any employer of said widow/widower and/or children.

- h) The City of Woonsocket agrees to set aside, in a special account, on July 1st of the contract year, One Hundred Five Thousand Dollars (\$105,000), to be divided into two (2) special accounts, \$72,500 for Level 1 and \$32,500 for Level II, for the purpose of defraying the costs of any dental bills of members of the Woonsocket Fire Department and their families, children to age 19, or to age 23 if they are full-time students. These special accounts shall be a joint account between the City and Local 732. The account shall be administered by Local 732. All members of the Woonsocket Fire Department on July 1st shall be credited an equal portion-of the money set aside for that contract year, plus any money that was credited to him/her for the previous year that he/she did not use. Local 732 shall invest the money in these special accounts. Any member who dies or retires during the contract year shall receive all of the money currently credited to his/her name. All additional money over Seventy-Two Thousand Five Hundred (\$72,500.00) Dollars as of July 1, 1998 shall be used to pay for Level II benefits as prescribed in the Dental Fund Rules. If any of this additional money is left over at the end of the contract year, then this money shall be equally divided among the members on June 30th of each contract year. The City will provide monthly statements for these two (2) accounts to Local #732.
- i) The City reserves the right to explore other medical programs containing equal benefits and service. No other medical programs other than provided for in this Agreement can be implemented without the approval of Local 732.
- j) Effective July 1, 1995, the City shall pay twenty-five (25%) percent of the premium cost of the health insurance to any employee who chooses to drop his/her health insurance coverage. Said amount shall be paid during the month of the health insurance contract renewal. The employee must prove there is other health care coverage in effect. The City will assume all line of duty injury bills.
- k) If an employee retires with a negative balance in their Level 1 account, the amount will be deducted by the City from their severance payout and returned to the Level 1 account.

1) Active employees shall be required to make a pre-tax contribution to an OPEB (other post employment benefits) account held by the city as follows:

1) From 7/1/2014 to 6/30/2017 1.5% per member per week of a fire fighter's weekly salary;

2) Commencing 7/01/2017, 1.0% per member per week of a fire fighter's weekly salary.

m) Federal Healthcare reform may override portions of the Article.

#### 4.2 FUNERAL EXPENSE BENEFIT

The City of Woonsocket agrees to defray the funeral and burial expense of any employee of the Woonsocket Fire Department up to a maximum of Ten Thousand (\$10,000.00) Dollars who, while in the actual performance of his/her duties in fighting a fire or in going to or coming from an alarm, shall be killed or whose death directly results from injuries sustained in the actual performance of his/her duties while fighting a fire or in going to or coming from an alarm; provided, however, that the death shall occur within one (1) year of the date of injury; and provided further, that the employee shall not have engaged in employment for pay within said one (1) year period. Such members of the Tactical Emergency Medical Support Team who shall be killed while in the actual performance of his/her duties on the Tactical Emergency Medical Support Team with the Woonsocket Police Department or whose death directly results from injuries sustained in the actual performance of such duties, shall be provided with the greater of the funeral and life insurance benefits offered by Local #732 and the Woonsocket Police Department, IBPO Local # 404.

#### 4.3 FAMILY MEDICAL LEAVE ACT

The State or Federal Family Medical Leave Act will be followed, whichever is more beneficial to the members of Local #732.

4.4 PEER COUNSELING PROGRAM

- a) Peer Counseling Program Representatives (a maximum of two (2)) shall be allowed ten (10) days off each with pay (and without the requirement to make up such time or obtain a substitute) for Program related duties. They shall have the right to be excused from duty for all encounters if their services are necessary (with pay and without the requirement to make up such time or obtain a substitute). The Deputy Chief shall make arrangements to replace the representative.
- b) The City of Woonsocket will pay the cost of seminars for the Peer Counseling Program not to exceed Two Thousand (\$2,000.00) Dollars per year for all programs.

ARTICLE V

5.1 EDUCATION AND TRAINING

The City of Woonsocket will reimburse any Fire Fighter for fees and books, but not transportation, upon presentation of satisfactory evidence that said Fire Fighter has completed any courses up to and including a Bachelor Degree, in a program approved in the Rhode Island Fire Fighters Incentive Pay Program at any higher education institution in the State of Rhode Island.

ARTICLE VI

6.1 DUTIES AND PROMOTION PROCEDURES

The duties of members of the Woonsocket Fire Department shall consist of the prevention, control and extinguishment of fires, together with the necessary administrative and service functions as presently conducted by the Fire Department.

6.2 DETAILS TO OTHER DEPARTMENTS PROHIBITED

The City of Woonsocket agrees that members of the Woonsocket Fire Department, whose duties are as defined in ARTICLE VI, Section 6.1, shall not be detailed to other departments of the City unless a state of emergency is declared by the Mayor or, in his/her absence, the President of the City Council or the Public Safety Director. The

details from one unit to another within the Fire Department shall be the responsibility of the Company Officer.

### 6.3 PROMOTIONS

Promotions to the ranks of Lieutenant, Captain and Deputy Chief on the Woonsocket Fire Department shall be made as follows:

- a) All tests shall be multiple choices of not less than one hundred (100) questions and not more than one hundred fifty (150) questions.
- b) The source of books for all examinations shall be Fire Officer's Handbook of Tactics, 3<sup>rd</sup> edition (John Norman), Management in the Fire Service and a complete set of International Fire Service Training Association manuals. All the questions may come from one book or any combination of books listed above, with a minimum of 10 questions coming from any manual referenced.
- c) The normal application period for promotional exams will be from the first Monday in December to the last Friday of December preceding the testing year. Any employee promoted after the application period but before the exam will be allowed to take the appropriate exam. In the unlikely event that the existing list of promotional candidates is exhausted before the scheduled testing year, the City and Union will work together to insure that the testing procedure can be completed as soon as practicable. Any certified testing company shall be used to create the required examinations using the above listed books. A book list and any other pertinent information from the testing company will be picked up at the Personnel Office and signed for by each candidate by the last Friday in January of the testing year. The City will provide the Union with a book list at this time. The exams will be ordered and shipped to the City with a security seal on the packaging. When the exam package arrives, the President of the Union or his/her designee, who is not taking the exam, will examine the contents for accuracy, reseal it, and initial the seal along with a representative of the City. This package will not be opened again until the day of the exam, at the testing site, with the Union Proctor present. The President of the Union, or his/her designee, who is not taking the exam, will proctor both exams and will be compensated at their overtime rate. The answer sheets will be copied and originals sent to the testing company for correction.

- d) Employees must have seven (7) years on the Woonsocket Fire Department by June 1<sup>st</sup> of the testing year in order to be eligible to take the test for Lieutenant.
- e) Employees must have two (2) years on the Woonsocket Fire Department as a Lieutenant or be a Lieutenant with fourteen (14) years by June 1<sup>st</sup> of the testing year on the W.F.D. in order to be eligible to take the test for Captain.
- f) Employees must have two (2) years on the Woonsocket Fire Department as a Captain or be a Captain with twenty-one (21) years by June 1<sup>st</sup> of the testing year on the W.F.D. in order to be eligible to take the test for Deputy Chief. In the event that a Deputy Chief is needed and there are no Captains with two (2) years of service, a reduction in the number of years required will be negotiated with Local 732 on a one time basis.
- g) All employees who attain a raw score of seventy-five (75%) percent shall have their names placed on the appropriate promotional list by seniority. The most senior employee shall be promoted.
- h) The holding of grades from previous examinations is prohibited.
- i) All questions concerning seniority shall be answered by the official Fire Department Seniority List.
- j) All promotional lists shall last for a two (2) year period or until all fire fighters on the list have been promoted, whichever comes first. All vacancies will be filled within a thirty (30) day period from the list in place on the date of the retirement for all subsequent ranks. If there is no list, fifteen (15) additional days will be allowed. The promotional lists will be certified and in place prior to May 31<sup>st</sup>, the expiration date for the active list, of the testing year. A certified list shall run two years from June 1<sup>st</sup> of the testing year until May 31<sup>st</sup>. Promotional tests will be given on the first Saturday in April of even numbered years. On the exam day, the Lieutenants exam will be given at 8:30 am and the Captain and Deputy Chief's at 1:30 pm.
- k) If a promotion is not made within ninety (90) days of the opening, the City shall pay the Union that amount of money for the rank not filled, for every day after the original ninety (90) days. Any fire fighter that applies for a promotional examination and does not take such examination shall have sixty (\$60.00) dollars deducted from his/her next pay period to cover the cost of the examination.

- l) Personnel taking promotional examinations may review their test one (1) time with a two and one-half (2-1/2) hour maximum time limit. Any person taking the examination will be allowed to review any other person's examination that scored higher than him/her. The review period shall last seven (7) days. The seven-day review period will begin on the first Monday following receipt of the corrected tests and will be construed as working days for the Personnel Office. All candidates will be notified by mail of the review period. The final exam grades will be mailed to the candidate's home by certified/return receipt mail as soon as the list is certified. Employees will be allowed to challenge any questions during the review period.
- m) Any eligible person promoted to the next higher rank must serve in the higher rank for a period of not less than six (6) months prior to the retirement in order to retire at the new pay rate of that rank. If an employee is forced to retire because of illness or injury within six (6) months of his/her promotion he/she shall retire at his/her new rank rate of pay.
- n) Employees must have two (2) years on the Woonsocket Fire Department as a Captain, or be a Captain with twenty-one (21) years on the Woonsocket Fire Department, or be a Deputy Chief in order to be eligible to take the test for Fire Chief.
- o) The following exemptions will allow an employee who is unable to take the promotional test on the test day to take the test on the Monday following the test day: Any dispatched emergency call that keeps a member from arriving at the testing sight on the day of the test; when an employee is forced to work an overtime shift on the day of the test; a death in the family within 24 hours of the test or funeral on the day of the test for the following family members (including in-laws): parent, child, spouse, grandparent or sibling; emergency admission to the hospital within 24 hours of the test day for the above family members or the candidate; approved military leave; and any unforeseen, department sanctioned, job related training program that, if not completed, will prohibit a member from keeping his/her bid or appointed position, provided it is approved by the Fire Chief and Local # 732.
- p) Employees who are out on long term injury or illness prior to being promoted must be found physically fit by a physician of his/her choice who shall be agreed upon by the City, the City paying the full cost of the medical examination. (I.e. Long term shall mean that an employee is out for three (3) consecutive months or more.)

- q) An Acting Rescue Lieutenant who is promoted to Fire Lieutenant shall be allowed to remain on Rescue as a Lieutenant.
- r) The City will provide each station with a complete set of books to be used for the promotional examination. Station 2 will be provided with two (2) complete sets of books. All books on the exam list will be in the fire stations by February 14<sup>th</sup> of the testing year.
- s) A Fire Lieutenant who has an active EMT-C card can bid as a Rescue Officer when an opening occurs, provided the officer has served six (6) consecutive months on the Rescue, and has been designated as being Rescue Officer qualified prior to being promoted.
- t) Any personnel in Day Staff or Acting Officer positions may stay in their respective positions if promoted.

#### 6.4 SPECIAL FUNCTIONS

No employee covered by this Agreement shall be compelled to parade or to attend the Inaugural Ball or other civic functions.

#### 6.5 EMT-C REQUIREMENT

- a) All firefighters appointed after July 12, 2005, shall be required to obtain and maintain their EMT-C status for a minimum of fifteen (15) years. Effective July 1, 1995, when the number of EMT-C certified employees falls to thirty-five (35), the next appointed fire fighter shall be required to become EMT-C certified as soon as possible.
- b) Any employee who chooses to attend or is required to attend EMT and/or EMT-C School while on duty shall be given the time off without the requirement to makeup said time with the Chief's authorization.
- c) The City shall bear the cost of EMT and EMT-C classes for any employees who are required or choose to attend these classes with the Chief's authorization.
- d) In no case will an EMT-C hired before July 1, 1984 be required to maintain their EMT-C status.

- e) All EMT-C recertification classes/requirements will be done on duty at the cost of the City of Woonsocket provided the employee complies with the posted recertification schedule.

## ARTICLE VII

### 7.1 HOURS

a) The regular work schedule for members of the Fire Fighting Division and Rescue Units shall be an average workweek of forty-two (42) hours. The schedule for such a workweek to be a four (4) Platoon system, working one twenty four (24) hour shift commencing at (8) o'clock am. and ending at eight (8) o'clock am. the following day, followed by a twenty four (24) hour period off duty, followed by a twenty four (24) hour shift commencing at eight (8) o'clock am. and ending at eight (8) o'clock am. the following day, followed by five (5) consecutive twenty four hour periods off.

b) The regular work schedule for the Superintendent of Fire Alarm, Training Officer, Fire Marshal, Assistant Fire Marshal, E.M.S. Coordinator, and Fire Alarm Officer shall be Monday through Friday, 8:00 o'clock a.m. to 12:00 o'clock noon and 12:30 o'clock p.m. to 4:00 o'clock p.m.

c) Floaters shall work 174 hours +/- 6 hours per month.

Floaters shall not work more than thirty eight (38) consecutive hours. Any sick leave, vacation leave, or FMLA leave that is utilized by said floater(s) in a particular month shall be counted toward his/her total monthly hours.

d) Floater(s) who are out of work due to an injury on duty shall be credited 6 hours per day toward their total monthly working hours while said member is out injury on duty status.

### 7.2 SUBSTITUTIONS

The right to substitute at any time shall be permitted; provided, however, that prior permission be obtained from the Deputy Chief of the Department. Return time must be worked within one year of the time trade. An employee will not be responsible to return lost time due to a job related injury/illness during a substitution.

### 7.3 CALL BACK

All members of the Woonsocket Fire Department, except the Chief, 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) whether said employee works the full four (4) hours or not. In addition, for any hours worked on a callback in excess of four (4) hours, the same shall also be paid for by the City at the rate of time and one-half (1-1/2).

However, when an oncoming platoon is called to duty prior to its normal reporting time, the members of the platoon shall be compensated only at the rate of time and one-half (1-1/2) for the hours before their normal reporting time.

When a Hazardous Materials or a Tactical Emergency Medical Support Incident occurs requiring the services of the department,, any Team member on duty who is called to service will be relieved from duty on his/her company to assist in the incident. An off duty employee will be called in to man the Hazardous Materials or Tactical Emergency Medical Support Team Member's company and will be compensated at the rate previously described in this section.

#### 7.4 OVERTIME PAY

All members of the Woonsocket Fire Department, except the Chief, shall be compensated for hours worked in excess of their normal tour of duty on the basis of time and one-half (1-1/2) said employees' regular hourly rate of pay.

When a platoon is held over beyond its normal quitting time, such additional time shall be compensated for at the rate of time and one-half (1-1/2) the employees' regular hourly rate of pay. Quitting time shall be construed as the normal time when tour of duty ends.

#### 7.5 COMPENSATORY TIME OFF

a) Except as otherwise provided in sub-section(b), employees will not be allowed to accrue compensatory time in place of overtime. Previously accrued compensatory time shall be allowed to be used and discharged from the employee's total accrual amount as vacation time and shall be allowed to take vacation time if there is a vacation slot open at the time requested and as long as such

vacation does not create overtime. Alternatively, the City may discharge at the employees' current hourly rate of pay any accrued compensatory time, once per year, in such amounts in which all members with accrued time are eligible to receive the same percentage amount be applied to his/her accrued compensatory time for discharge.

(Example)

Firefighter 1	Firefighter 2
Rank- Private	Rank- Captain
Accrued-Comp 480 hours	Accrued-Comp 300 hours
City pay down at 20% amount equals = 96 hours	City pay down at 20% amount equals = 60 hours
Payment 96 hours x Private rate	Payment 60 hours x Captain rate

b) Employees may accrue up to forty-eight (48) hours of compensation time per fiscal year under the following conditions:

1. Employees may only use such compensation time if it does not result in an overtime situation and if it does not result in any cost to the City;
2. If employees have any compensation time accrued pursuant to this sub-section (b) remaining as of June 30 in a given fiscal year, the City will discharge the balance of such accrued compensation time at the employee's hourly rate at the time it was accrued, up to a maximum of forty-eight (48) hours per fiscal year; and
3. Employees shall not accrue more than four hundred eighty (480) total hours of compensation time, inclusive of subsections (a) and (b).

c) In case an employee dies or retires leaving accrued compensatory time not yet paid to him/her, the City shall pay the amount of such compensatory time (to be computed at the employee's hourly rate of pay times the number of accrued hours) to the executor or the administrator of his/her estate or to the next-of-kin to the satisfaction of the City. In case of retirement of an employee, said amounts shall be paid to the employee on retirement.

7.6 MUTUAL AID

The City agrees that it will not call in Mutual Aid from other communities (except for special equipment) until all available In-Service apparatus has been exhausted. In the event that all available In-Service apparatus has been exhausted, the City shall reserve the right to protect said City by calling in Mutual Aid. The responding Mutual Aid companies shall be utilized as a "First Alarm Complement". They shall respond to any and all alarms of fire within the City limits until such time as members of the "Off-Duty Platoon" (assigned to reserve apparatus) shall be called and the reserve apparatus is manned. When a mutual aid company is called in to standby in the city, an officer will be called in to ride along and supervise. If an officer is not available, a firefighter will be called. Rescues shall be exempt from this clause for EMT-C Recertification.

The City agrees if Woonsocket Fire Department provides mutual aid for a confirmed fire incident, requiring our company(s) to be unavailable for our use for an extended period, spare apparatus shall be staffed to provide adequate protection for the City of Woonsocket.

ARTICLE VIII

8.1 VACATIONS

All permanent employees in full-time positions who have six (6) months or more seniority in the applicable year shall receive a vacation with pay computed as follows:

<u>SENIORITY</u>	<u>VACATION</u>
Six (6) months to one (1) year	4 working Periods
One (1) year to five (5) years	8 working Periods
Five (5) years to ten (10) years	12 working Periods
Ten (10) years to fifteen (15) years	16 working Periods
Fifteen (15) years to twenty (20) years	20 working Periods
Twenty (20) years and over	24 working Periods

For employees working 42 hours per week, a work period is equal to one (1) day period 8:00am to 6:00pm or one (1) night period 6:00pm to 8:00am. A work shift is equal to two (2) work periods, eight (8) o'clock am to eight (8) o'clock am the following day.

With respect to employees normally working less than forty-two (42) hours per week (i.e., daytime personnel) their vacation shall be as follows:

<u>SENIORITY</u>	<u>VACATION</u>
Six (6) months to one (1) year	1 week
One (1) year to five (5) years	2 weeks
Five (5) years to ten (10) years	3 weeks
Ten (10) years to fifteen (15) years	4 weeks
Fifteen (15) years to twenty (20) years	5 weeks
Twenty (20) years and over	6 weeks

Probationary employees shall not be allowed to use vacation time until after they have completed six (6) months on the Woonsocket Fire Department.

#### 8.2 VACATION SENIORITY

Seniority shall apply in selecting the vacations by platoon without regard to rank, and shall be determined by the length of time that an employee covered by this Agreement has been employed in the Woonsocket Fire Department.

An employee's total seniority on the Woonsocket Fire Department in the applicable year shall be used as a basis of computing the length of vacation under the provisions of Section 8.1.

#### 8.3 CHOICE OF VACATION

Choice of vacation shall be determined by the seniority provisions of this Agreement.

#### 8.4 DISTRIBUTION OF PAY

The distribution of vacation pay shall be on or before the start of the employee's vacation.

#### 8.5 UNUSED VACATION LEAVE

In case an employee dies or retires leaving accrued vacation pay not yet paid to him/her, the City shall pay the amount of such vacation pay (to be computed as a daily rate of pay being one-fifth (1/5) of the employee's weekly rate of pay times the number of unused vacation days for staff personnel or vacation work periods for line personnel) to the executor or the administrator of his/her estate or to the next-of-kin to the satisfaction of the City. In case of retirement of an employee, said amounts shall be paid to the employee on retirement. Employees hired after July 1, 1985 shall have their daily rate of pay computed as one-quarter (1/4) of their weekly rate of pay times the number of unused vacation days for staff personnel or vacation work periods for line personnel.

#### 8.6 ESTABLISHMENT OF VACATION SCHEDULES

Vacation schedules shall be established by the appointing authority; provided, however, that the City shall permit four (4) employees on each of the four (4) platoons to be on vacation at the same time during the entire year. Notices setting out the vacation periods shall be posted by the City on or before December 15th for the vacation year commencing the following January 1st. Effective January 1, 1989, the Deputy Chief on each platoon shall be included as one of the four (4) employees.

The foregoing paragraph shall be construed so as to permit four (4) officers to be on vacation on each platoon at any given time if such should result by their seniority pick. In such circumstances, however, the Chief, at his/her discretion, may replace any one (1) or more of said officers and in doing so, shall pick the replacement from the appropriate promotional list.

More than four (4) fire fighters or officers will be permitted on vacation at the same time on each platoon provided that no overtime cost is incurred by the City. All fire fighters over four (4) on each platoon requesting vacation shall be required to call the Deputy Chief no sooner than one (1) hour before their normal starting time to check whether sufficient manpower is available for their vacation to be granted.

Notwithstanding the foregoing provisions of this Section 8.6, once the City has expended at least fifty percent (50%) of the Fire Department's annual overtime budget in any fiscal year, there shall be no more than three (3) employees on each of the four (4) platoons to be on vacation at the same time for the remainder of the fiscal year in question; provided, however, that the City shall always

permit four (4) employees on each of the four (4) platoons to be on vacation at the same time during the designated weeks of Christmas and Thanksgiving. From FY2016 to FY2019, the City's annual budget for Fire Department minimum staffing overtime shall not be less than \$142,500.

#### 8.7 VACATIONS DURING CALENDAR YEAR

- a) Vacation for the calendar year shall extend up to January 3rd when an employee's "last cycle" of the year overlaps into the next calendar year.
- b) Vacation time may be accumulated to the next calendar year up to a maximum of forty (40) days or work periods. However, if an employee retires on regular pension, the City would be limited to reimbursement of the vacation days or work periods actually accrued for the calendar year in which he/she retires and not any vacation days or work periods accumulated from previous years.
- c) Employees who are unable to take their vacation due to injury-on-duty status, illness and/or death-in-family leave, shall accumulate their vacation days or work periods (no limit). However, they must use their vacation days or work periods from the previous year within the calendar year in which they return provided there are vacation slots open. If no vacation slots are available, the employee shall use their vacation time in the next calendar year.
- d) If an employee is unable to return to duty and receives any disability pension, the City shall reimburse him/her the unused vacation days or work periods at the rate of pay in effect when vacation days were originally accrued.

### ARTICLE IX

#### 9.1 CLOTHING

The clothing allowance for members of the Woonsocket Fire Department shall be as follows:

Uniformed Fire Fighters:

4 Deputy Chiefs  
1 Training Officer  
1 Fire Marshal  
2 Assistant Fire Marshal  
1 Fire Alarm Officer  
1 Fire Alarm Superintendent  
1 E.M.S. Coordinator

Seven Hundred (\$700.00) Dollars per year. This amount is to be distributed to the above named employees as follows: Three Hundred Fifty (\$350.00) Dollars December 1st and June 1st of each contract year.

Non-Uniformed Fire Fighters: Six Hundred (\$600.00) Dollars per year. This amount is to be distributed to the employees as follows: Three Hundred (\$300.00) Dollars on December 1st and June 1st of each contract year. It is further agreed that all department-issued personal protective equipment shall be replaced or repaired subject to the approval of the Chief of the Department at the City's expense when damaged or destroyed while working during an emergency.

9.2 CLOTHING MAINTENANCE ALLOWANCE

The City agrees to provide members of the Department the sum of Seven Hundred Fifty (\$750) Dollars per year for the cleaning, maintenance and upkeep of their uniform and work attire, said sum to be paid in two (2) installments on July 1st, and on January 2nd of each year.

9.3 CLOTHING / CLOTHING MAINTENANCE ALLOWANCE MOA

Notwithstanding Sections 9.1 and 9.2 of this Agreement, the Parties agree to the terms of the Memorandum of Agreement attached hereto as Exhibit D and incorporated by reference herein.

ARTICLE X

10.1 PAID HOLIDAYS

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

New Year's Day	V-J Day
Martin Luther King Day	Labor Day
Washington's Birthday	Firefighter's Memorial Day 9/11
Easter Sunday	Columbus Day
May 4 <sup>th</sup>	Armistice Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day

Each Fire Fighter shall receive an additional day's pay for each of the holidays specified above, which shall be computed by dividing the individual weekly wage by forty (40) and then multiplying this amount by eight (8). Employees hired after July 1, 1985 who have completed twenty (20) years of service on the Woonsocket Fire Department, shall have their holiday rate based on twelve (12) hours instead of eight (8).

Effective July 1, 1991, holiday pay shall be included in employees' annual salary for pension purposes.

ARTICLE XI

11.1 SICK LEAVE

- a) Each staff member of the Fire Department working 37.5 hours per week covered by this Agreement shall earn sick leave at the rate of ten (10) hours for each full calendar month of service; provided, however that such benefit shall not accrue in excess of one thousand three hundred and twenty (1320) hours. Each line member of the Fire Department working 42 hours per week covered by this agreement shall earn sick leave at the rate of 12 hours for each full calendar month of service; provided, however that such benefit shall not accrue in excess of one thousand three hundred and twenty (1320) hours.
- b) Each staff and line member of the Fire Department shall have sick time discharged one hour for each hour the employee is out on sick leave.

- c) When an employee dies or retires leaving unused sick leave, the City shall pay the amount of such sick leave at the rate of eighty nine (89.25%) percent, up to one thousand one hundred seventy eight hours (1178) to the executor or administrator of his/her estate or to the next of kin to the satisfaction of the City. In case of retirement of an employee, said amounts shall be paid to the employee on retirement.
- d) Payment for unused sick leave upon retirement or death shall be as follows: Fifty (50%) percent of the dollar amount upon retirement or death, the remaining fifty (50%) percent shall be paid within one (1) year of the first payment.
- e) In any case where an employee has accumulated his/her maximum sick leave entitlement under Paragraph (a) above, he/she shall, at the end of each contract year, be entitled to be paid for any unused hours of sick leave at 100% of their hourly rate for each unused hour.
- f) Payment for said hours of unused sick leave shall be at the employee's hourly rate of pay at the end of the contract year. Said payment shall be due and payable within thirty (30) days of the last day of the contract year in one lump sum in a check separate from the employee's regular paycheck.

#### 11.2 REASONS FOR SICK LEAVE

- a) Sick leave for members of the Fire Department shall be granted for the following defined reasons:
  - 1) Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his/her present position or of some other position in the Department if said employee is found capable of other work by a qualified physician.
  - 2) Attendance upon members of a family which shall include wife, husband, child, mother, or father of the employee whose illness requires the care of such employee for a period not to exceed twenty-four (24) hours. (Employees can be required to sign an affidavit stating that there is no possible way to make other arrangements.)

b) The following leave shall be granted to all employees of the Woonsocket Fire Department but shall not be deducted from sick leave:

- 1) In case of the death of a father, mother, wife, husband or child of any employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed seven(7)calendar days.
- 2) In case of the death of a mother-in-law, father-in-law, step-father, step-mother, brother or sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of notification of the death to and including the day of the burial, not to exceed seven(7)calendar days.
- 3) In case of the death of a grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, such employees shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.
- 4) In case of the death of a nephew, niece, uncle or aunt, such employee shall be entitled to a leave of absence with pay for the day of the burial, or the night before.
- 5) In the case of the death of a relative other than as herein before provided, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of the Department.
- 6) Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

### 11.3 IN LINE OF DUTY ILLNESS

In line of duty illness shall be in conformity with Chapter 45-19-1 of the General Laws of Rhode Island, 1956, as amended, and is as follows:

"45-19-1. Salary payment during line of duty, illness or injury. -- Whenever any police officer, fireman, or crash rescue crewman of any city, town or the state of

Rhode Island shall be wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his duties, the respective city, town or state of Rhode Island by which said police officer, fireman, or crash rescue crewman is employed shall, during the period of such incapacity pay such police officer, fireman, or crash rescue crewman the salary or wage to which the said police officer, fireman, or crash rescue crewman would be entitled had he not been so incapacitated, and in addition thereto, shall pay such medical, surgical, dental, optical, or other attendance or treatment, nurses and hospital services, medicines, crutches, and apparatus for such period as is necessary, except that if any said city, town, or the state of Rhode Island shall provide said police officer, fireman, or crash rescue crewman with insurance coverage for the above related treatment, services, or equipment, then said city, town, or the state of Rhode Island shall only be obligated to pay the difference between the maximum amount allowable under said insurance coverage and the actual cost of said treatment, service, or equipment. In addition, said cities and towns shall pay all similar expenses incurred by a member who has been placed on a disability pension and suffers a recurrence of the injury or illness that dictated his disability requirement. As used in this section, the term "police officer" shall mean and include any chief or other member of the police department of any city or town regularly employed at a fixed salary or wage. As used in this section, the term "fireman" shall mean and include any chief or other member of the fire department of any city or town crash rescue crewman of the state of Rhode Island, regularly employed at a fixed salary or wage."

#### 11.4 IN LINE OF DUTY INJURY

- a) Members of the Fire Department covered by this Agreement who are injured or contract an illness in the line of duty shall receive full salary while their incapacity exists or until they are placed on a disability retirement.
- b) This section is in conformity with Chapter 45-19-1 of the General Law of Rhode Island, 1956, as amended, and as set forth in Section

11.3 above. In the event that a fire fighter, who has received the benefits of 45-19-1, commences a civil action against any third party for said injury or illness, the City of Woonsocket shall be subrogated to the right to recover any expenditure made pursuant to Section 45-19-1 from any judgment or settlement of said action.

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

Members who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made, where practical, by the nearest relative or household member. The physician so selected shall be considered the injured member's private physician.

In all cases involving injuries in the line of duty that do not require hospitalization, the injured individual shall have the right to be treated by a physician of his/her own choice.

All injuries, illnesses and reoccurrences, regardless of nature or severity, incurred in the line of duty, shall be reported within 24 hours in accordance with the rules and regulations of the Woonsocket Fire Department. In order for any member to be initially carried IOD, they must seek medical attention and shall submit a report/statement from the hospital or treating physician to the Deputy Chief. Until a report is received, the individual will be carried on sick leave or leave without pay if the individual has no available sick time. This report/statement must indicate a diagnosis, whether or not it is job-related, and if the individual is able to remain on duty, return to light duty or be released from duty, and the length of time for which the individual is so relieved. A hospital or treating physician's note that relieves an individual for a specific time is valid only for that number of calendar days even if that period constitutes the individual's days off.

If the employee's physician determines that the employee is suffering from a work related injury/illness, the City may require the member to be examined by a physician selected by the City. If a conflict arises as to the work related status of the injury/illness, a third physician shall be mutually appointed as a neutral. The results of the examination by the neutral/third physician shall be conclusive on the parties, provided however that the City or Local

#732 shall have the right to have said determination reviewed by a single arbitrator under Article 14.1 Arbitration Procedure.

11.5 NOTIFICATION OF LEAVE

During the month of January of each year, the Personnel Director shall notify, in writing, each member of the Fire Department of his/her present status under the provisions of sick leave and compensatory time.

11.6 SENIORITY LIST

The Personnel Director shall prepare and forward to the Secretary of Local 732 the seniority list of employees by class of position. Seniority lists shall be revised when necessary and shall be prepared and posted on the bulletin boards within each station showing the employees name, class of position and seniority.

11.7 UNION COMMITTEE

The Union Secretary shall furnish the Personnel Director with a written list of its Officers immediately after their designation and promptly notify the Director of any change in such Officers.

11.8 LEAVE OF ABSENCE

Upon written application, any employee covered by this Agreement may be granted a leave of absence, if approved by the appointing authority, not to exceed six (6) months and subject to one (1) renewal not to exceed six (6) months for reason of personal illness, illness in the immediate family, disability or for the purpose of furthering his/her education or training.

## ARTICLE XII

### 12.1 EMPLOYEES RETIRED ON DISABILITY PENSION

- a) When an employee covered by this Agreement has been placed on the disability pension list for injuries or illness suffered or contracted in the line of duty, the Director of Public Safety reserves the right to have said retired employee examined from time to time by the City Medical Board.
- b) If, in the opinion of the City Medical Board, the said retired employee is found to be physically fit to resume his/her duties as an active member, he/she may be ordered to do so by the Director of Public Safety.
- c) Refusal to resume duties shall be cause for removal from Disability, Retirement and Pension List.
- d) The retired employee shall be entitled to be examined by a doctor or physician of his/her choice.
- e) If the opinion of the employee's private physician is in conflict with that of the City Medical Board, then a third physician mutually agreeable to the City Medical Board and the employee's private physician shall examine said retired employee, and the opinion of the physician so selected shall be conclusive and binding on the parties.
- f) Disability pension shall be a minimum of sixty-six and two-thirds (66-2/3%) percent of salary, longevity and holiday pay, or the employee's pension accrual rate, whichever is greater. This provision will be retroactive to January 1, 1992. Effective July 1, 2002, incentive pay for E.R.S.R.I, employees will be included in annual salary for pension.

### 12.2 PENSION RETIREMENT BENEFITS

The City of Woonsocket agrees that the present pension provided for all employees who are members of the Woonsocket Fire Department prior to July 1, 1985 shall not be changed without the consent of Local 732, nor shall the amount of contributions presently being made by members of the Woonsocket Fire Department to the Firemen's Pension Fund as set forth in the following Rhode Island General Laws:

Effective June 30, 1991, the pension contribution of employees on the Woonsocket Fire Department shall be eight (8%) percent of salary, longevity, and holiday pay.

Effective July 1, 2011 employees who were hired by the Woonsocket Fire Department prior to July 1, 1985 and retire after July 1, 2011 shall have their pension benefits calculated to their last day of employment.

Effective June 30, 1991, employees on the Woonsocket Fire Department shall be eligible to retire after completing twenty (20) years of service at fifty (50%) percent of their annual salary which shall include longevity. Effective July 1, 1991, holiday pay shall be included in annual salary for pension. Effective July 1, 2002, incentive pay for E.R.S.R.I, employees will be included in annual salary for pension.

SECTION 1. Section 4 of Chapter 1804 of the Public Laws of 1946 entitled 'AN ACT AUTHORIZING THE CITY OF WOONSOCKET TO ESTABLISH FIRE DEPARTMENT PENSION FUNDS AND IN AMENDMENT OF THE SECOND PARAGRAPH OF SECTION 6 OF CHAPTER 2246 OF THE PUBLIC LAWS, 1935, ENTITLED "AN ACT TO ESTABLISH A BOARD OF POLICE COMMISSIONERS FOR THE CITY OF WOONSOCKET, AND REPEALING CHAPTER 923 OF THE PUBLIC LAWS, 1926, AS AMENDED BY CHAPTER 1501 OF THE PUBLIC LAWS, 1929' is hereby amended to read as follows:

Section 4. The Director of Public Safety shall place upon said pension list any officer who has completed twenty years of continuous active service in the department, provided that a written request to that effect has been made by said officer or permanent member. The Director of Public Safety shall, except as hereinafter provided, place upon said pension list any officer or permanent member of said fire department who has attained the age of sixty-five years.)

SECTION 2. Chapter 1804 of the public laws of 1946 entitled 'AN ACT AUTHORIZING THE CITY OF WOONSOCKET TO ESTABLISH FIRE DEPARTMENT PENSION FUNDS AND IN AMENDMENT OF THE SECOND PARAGRAPH OF SECTION 6 OF CHAPTER 2246 OF THE PUBLIC LAWS, 1935, ENTITLED 'AN ACT TO ESTABLISH A BOARD OF POLICE COMMISSIONERS FOR THE CITY OF WOONSOCKET, AND REPEALING CHAPTER 923 OF THE PUBLIC LAWS, 1926, AS AMENDED BY CHAPTER 15 01 OF THE PUBLIC LAWS, 1929' AS AMENDED, is hereby further amended by adding thereto the following:

Section 13. Any officer or permanent member of said fire department who shall retire on or after September 1, 1985, shall be entitled to a three (3%) percent pension increase annually, and shall receive said increase on July 1 of each and every year. Surviving spouses will receive 67.5% of their spouses COLA payment.

Section 14. Employees with 20 years of service accrue an additional pension of 2.5% of pay for each year above 20 years of service. In no case will the additional pension accruals result in a pension greater than 75% of pay at date of retirement, provided however those employees who earn additional pension benefits for rescue shall be allowed to exceed the 75%.

Section 15. Widows/Widowers benefits shall be paid as follows:

(a) For a non-job related death, a widow/widower shall be entitled to a thirty (30%) percent pension plus ten (10%) percent for each child 18 and under with a maximum of fifty (50%) percent for less than 20 years of service. The City shall pay sixty-seven and one-half (67-1/2%) percent of employees pension for more than 20 years of service or for members who are on pension. This pension shall cease upon widow's/widower's remarriage.

In case of death of the widow/widower, the present - pension benefit that he/she receives shall be equally divided between all the children who are 18 or under, and shall continue to be paid until the youngest child has completed his or her 18th year.

(b) For a job-related death, a widow/widower shall be entitled to a fifty (50%) percent pension plus ten (10%) percent for each child 18 or under with a maximum of sixty-six and two-thirds (66-2/3%) percent of pay for less than 20 years of service. The City shall pay sixty-seven and one-half (67-1/2%) percent of employees pension for more than 20 years of service or for members who are on pension. This pension shall cease upon the widow's/widower's remarriage.

The pension for a job-related death shall be calculated at the next higher rank above the rank at which

the deceased Fire Fighter was serving at the time of death if the death was responding to, at, or returning from the scene of an emergency situation requiring fire fighters and apparatus. Employees in the State Retirement System will follow that system's rules.

In case of death of the widow/widower, the present pension benefit that he/she receives shall be equally divided between all children who are 18 or under, and shall continue to be paid until the youngest child has completed his or her 18th year.

Provided, however, that the widow of Jean Laliberte shall be entitled to a weekly pension of \$119.12, payable by the City of Woonsocket which sum represents fifty (50%) percent of pay at the time of death, plus ten (10%) percent for one child. This pension shall cease upon death or remarriage.

Section 16. All retirees before August 31, 1985 shall receive a pension increase of five (\$5.00) dollars per week every third year, commencing July 1, 1989

SECTION 17. For the purpose of funding SECTION 13 of this act, employee deductions will increase from three (3%) to seven (7%) percent of payroll effective July 1, 1985. The additional deduction together with the City's one (1%) percent effective July 1, 1985, and an additional one (1%) percent on July 1, 1986, shall be placed in a separate fund. The City shall fund this special plan. Beginning 7/1/88, the City shall add .5% to this fund.

SECTION 18. For the purpose of paying SECTION 16 of this act, all cost shall be added to the employees pension cost as needed. Beginning July 1, 1999, the City will contribute nine thousand one hundred (\$9,100.00) dollars per year to decrease the liability to current employees. This amount will decrease by two hundred sixty (\$260.00) dollars per retiree upon their passing. Effective July 1, 2003, the City shall assume 50% of the amount needed to fund this section. On July 1, 2004, the City shall assume 100% of the amount needed to fund this section.

### 12.3 STATE OPTIONAL PLAN

Effective June 30, 1991, the City shall provide to all employees hired after July 1, 1985, a retirement benefit pursuant to the State Optional Twenty (20) Year Retirement Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) with the employee's contribution being eight (8%) percent of payroll and the City paying the balance thereof.

The City shall also provide for employees under the State Optional Plan to participate in the Pension Escalation Clause with the City paying the full cost.

### 12.4 PENSION REOPENING

The City of Woonsocket and Local 732 agree that during the term of this Agreement, either party shall have the right to reopen this contract and to discuss with the other party the entire subject of pensions for employees covered by this Agreement, and both parties hereto agree that upon receipt of such request, they will meet with the other party to undertake discussions concerning the entire scope of pensions.

### 12.5 MILITARY SERVICE BUY-BACK

Buy-back of military service for Fire Fighters active service time in the Armed Forces of the United States will be credited for up to a maximum of four (4) years as time spent in the City Pension System if:

- a) You became a member of the Fire Department subsequent to your military service and elect to purchase credits at a cost of ten (10%) percent of your entrance pay at the time of appointment to the department. (Entrance Rate x 10% x number of weeks of military service not to exceed two hundred and eight (208) weeks). You must have at least six (6) months active service and may purchase up to a maximum of four (4) years active service.
- b) Employees who want to purchase these credits shall have eighteen (18) months from the date of this arbitration award to do so.

- c) Credits purchased under this provision shall not reduce the number of years of continuous active service in the department necessary for retirement eligibility below twenty (20) years.

## ARTICLE XIII

### 13.1 GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the City and Local 732 or between the City and any employee covered by this Agreement with respect to the interpretation, application, claim, breach, or violation of any of the provisions of this Agreement or of any rule or regulation governing the Fire Department.

### 13.2 SETTLEMENT OF GRIEVANCE

Any such grievance shall be settled in accordance with the following procedure:

- a) All grievances must be presented to a member of the Union Executive Board for consideration within seven (7) days of the alleged occurrence. The Union Executive Board shall present the grievance within seven (7) days of receipt to the Chief of the Department, and the Chief of the Department shall give their answer in writing within seven (7) calendar days after receipt of the grievance.
- b) Failing to settle the grievance under Paragraph (a) above, the same shall be presented to the Public Safety Director within five (5) calendar days of the decision under Paragraph (a) above, and the Public Safety Director shall give his/her answer in writing within five (5) calendar days after receipt by him/her of the grievance.
- c) Failing to settle the grievance under Paragraph (a) and (b) above, the grievance shall be presented to the Union Grievance Committee and processed in accordance with the bylaws of Local 732. Adoption of the grievance shall cause the grievance to proceed to step (d) below. Rejection of the grievance shall cause the termination of the grievance.
- d) Failing to settle the grievance under Paragraphs (a) and (b) above, and with favorable action under (c) above, it shall be presented to the Personnel Board, and the Personnel board shall

give its answer in writing within five (5) calendar days thereafter.

- e) The Local and the City agree to accept and act promptly on any grievance of a general nature received from one another. Any such grievance shall be presented in writing and will be processed in accordance with the provisions of Paragraphs (a), (b), (c), and (d) above.
- f) In the event the grievance is not settled in a manner satisfactory to either party, then that party (whether or not the party brings the original grievance) may submit such grievance to arbitration in the manner hereinafter provided.
- g) In addition to the foregoing procedure. Local 732 shall have the right to present a grievance on behalf of any employee covered by this Agreement or on its own behalf or any alleged violation of any of the terms, conditions, or provisions of this Agreement or of any rule or regulation governing the Fire Department. In any case where a grievance is brought by Local 732, it shall be presented in writing to the Chief of the Fire Department within ten (10) calendar days from the date of the occurrence of said alleged grievance. The Chief of the Fire Department shall meet with the President and Executive Committee of Local 732 within five (5) calendar days of the receipt of such notice of an alleged grievance.

In any case where a grievance is brought by Local 732 directly to the Chief of the Fire Department, the procedure as herein before outlined with respect to individual grievances shall apply.

- h) In the event the Chief of the Fire Department, Public Safety Director or member of the Personnel Board are out of town at the time their duties are called for under the foregoing provisions, the time period shall not commence to run until the Chief of the Fire Department, Public Safety Director and/or members of the Personnel Board shall return to the City.
- i) In the event the Chief of the Fire Department, Public Safety Director or Personnel Board shall fail to act within the time specified and the grievant notifies said defaulting party, and if the defaulting party fails to act within five (5) calendar days of the date of said written notice, the failure to act shall be construed as a favorable decision to the employee, and the employee's grievance will be considered settled and will be implemented by the City.

ARTICLE XIV

14.1 ARBITRATION PROCEDURE

In the event a grievance has not been resolved in accordance with the provisions of Paragraph 13.2 above, the same may be submitted by either party to a Board of Arbitration.

Should either party desire to proceed further, it shall notify the other party within seven (7) calendar days of the last decision under Paragraph 13.2.

The Arbitration Committee created for the purpose of arriving at a final resolution of the grievance shall be composed in the following manner:

A representative shall be selected by the Mayor to represent the City within seven (7) calendar days of the date of the written notice herein before referred to; a representative shall be selected by the President of Local 732; and a third disinterested member shall be selected by the first two (2) members. If agreement cannot be reached on the third member within five (5) calendar days of the appointment of the last of the two (2) members selected, either party may request the assignment of the third disinterested member by the American Arbitration Association.

Such Committee shall meet within ten (10) calendar days of the appointment of the third member of the Committee and shall conduct a hearing on the grievance and shall render its decision within thirty (30) calendar days from the date of the conclusion of such hearings. The decision handed down shall be "final and binding upon all parties to this Agreement.

Fees and necessary expenses of the third party shall be borne equally by the parties hereto.

14.2 NON WAIVER OF STATUTORY PROVISIONS

Nothing contained in this Agreement shall, in any way, be a waiver of the provisions of Title 45, Chapter 20, Section 1, of the General Laws of the State of Rhode Island, which said chapter is entitled "Appeals from Police and Fire Departments". Any employee covered by this Agreement shall, in addition to any relief provided

for herein, have all of the rights set forth in said Title 45, Chapter 20, Section 1.

14.3 CONTRACT ARBITRATION

Arbitration relative to the negotiating of a contract shall be as set forth in Title 28, Chapter 9.1, of the General Laws of Rhode Island, 1957, as amended, commonly known as the Firemen's Arbitration Act.

ARTICLE XV

15.1 REPRESENTATION OF DISCIPLINARY HEARING

No employee covered by this Agreement who is required to appear before the Chief of the Fire Department or Deputy Chief or Public Safety Director or any other person pertaining to disciplinary action of any type shall be required to do so without the employee having a right to request a representative of Local 732 being present with him/her at the time of such appearance and, if the employee so requests, said representative shall be entitled to be present with the employee.

15.2 NOTIFICATION OF DIRECTIVES

The City agrees that a copy of any order or directive from the Chief of the Fire Department, Director of Public Safety, Mayor, Personnel Director or other City official concerning the Fire Department shall be given to the President of Local 732.

15.3 LEGAL SERVICES

The City of Woonsocket agrees to provide legal services in defense of any suit of a civil nature against any employee, including depositions, covered by this Agreement in the performance of on-the-job duties, and to indemnify said employee from any award against said employee, except in municipal complaints against said employee.

15.4 SNOW PLOWING

The City shall provide for all snow plowing at all the Fire Stations; the aprons on a priority basis, the parking lots on a non-priority basis.

15.5 SUMMER DRESS

Uniform golf shirts bearing the Woonsocket Fire Department insignia, and sweatshirts bearing the Union insignia will be allowed to be worn by members of Local 732 any time during the year. Detail uniforms will be the departmental work uniform including the dress hat. Tee-shirts shall be allowed as station wear between the hours of 6:00 PM and 8:00 AM at any time of the year. Members shall be allowed to wear NFPA shorts from May 1<sup>st</sup> to October 31<sup>st</sup>, specific style/brands as agreed upon by the Chief of the Department and Local #732.

15.6 WORKING CONDITIONS

- a) Training, drills or inspections shall only be done Monday through Friday from 8:30 a.m. to 11:30 a.m., and from 1:00 p.m. to 4:00 p.m. There shall be no training, drills, or inspections on holidays. No outside drills or inspections shall be conducted when the temperature is below 40 degrees or above 80 degrees F. Notwithstanding the foregoing, ice training may be conducted up to two (2) times per year per each platoon.
- b) The City shall be responsible to provide transportation for on duty members to and from fire stations, and to and from incident scenes.

15.7 CONSOLIDATION

During the term of this agreement, the Police and Fire Departments shall not be consolidated.

15.8 NEW APPOINTEES: ASSIGNMENT; SCHEDULE / FLOATERS

- a) As of July 1, 1996, the following assignment schedule shall apply to new appointees to the Woonsocket Fire Department:

Probationary firefighter: first year of employment.

New firefighter/trainees hired to the Woonsocket Fire Department shall be assigned to the division of training for a minimum of eight (8) weeks and shall not be counted as minimum manpower during training. After successfully completing all training the trainee shall be assigned as a floating firefighter on probation and shall remain on probation as outlined in Article I, section 1.2 of this collective bargaining agreement, he/she shall remain as a floating firefighter until such time there are four (4) floating firefighters with less seniority and there is a vacancy within the bid system. If a firefighter remains in a floating firefighter position for a period of at least two (2) years, the firefighter shall be paid at the level of a firefighter upon the commencement of his or her third year.

ARTICLE XVI

16.1 DURATION OF AGREEMENT

This Agreement shall be for the period beginning July 1, 2014 and terminating midnight June 30, 2019.

IN WITNESS WHEREOF, The City of Woonsocket and the Woonsocket Budget Commission have caused this Agreement to be executed and the City's corporate seal to be affixed by Lisa Baldelli-Hunt, its Mayor, Michael Marcello, its Solicitor, and Dina Dutremble, Chairperson of the Woonsocket Budget Commission, thereunto duly authorized by the Woonsocket Budget Commission, as of the day and year first above written, and the said Local No. 732, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by Daryl R. Paux, its President, Gary Harnois, its Vice-President, and Glen Felicio, its Secretary-Treasurer, thereunto duly authorized as of the day and year first above written.

The Woonsocket Budget Commission is a party and signatory to this Agreement solely because of the provisions of Rhode Island General Laws Section 45-9-1 et. seq.

CITY OF WOONSOCKET

LOCAL 732, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO

BY: Lisa Baldelli-Hunt  
Lisa Baldelli-Hunt,  
Mayor

BY: Darryl R. Paux  
Darryl R. Paux,  
President

BY: Michael J. Marcella  
Michael Marcella,  
Solicitor

BY: Gary Harnois  
Gary Harnois,  
Vice-President

BY: Glen Felicio  
Glen Felicio,  
Secretary - Treasurer

In the Presence of:

In the Presence of:

Risilla T. Scarborough

Joseph A. Duray

Woonsocket Budget Commission

BY: Dina Dutremble  
Dina Dutremble  
Chairperson

In the Presence of:

Michael J. Marcella

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# Local# 732 Table of Organization

7/1/2014 106 + Chief						Floaters 4	
CHIEF	TRAINING	FIRE MARSHAL	ASST FM	FA SUPT	EMS		
	Captain	Captain	Lieutenant	See CBA	See CBA		
			Lieutenant				

"A" PLATOON	ENGINE #1	ENGINE #2	ENGINE #3	SQUAD #4	AERIAL #1	AERIAL #2	RESCUE #1	RESCUE #2
	Lieutenant	Captain	Lieutenant	Lieutenant	Captain	Lieutenant	Res. Officer	Res. Officer
	Private	Private	Private	Private	Private	Private	Private	Private
Shift - 24	Private	Private	Private	Res. Officer	Private	Private		
				Private				

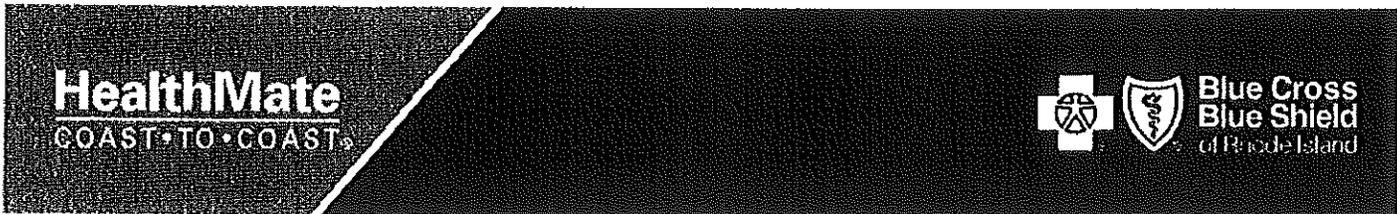
"B" PLATOON	ENGINE #1	ENGINE #2	ENGINE #3	SQUAD #4	AERIAL #1	AERIAL #2	RESCUE #1	RESCUE #2
	Lieutenant	Lieutenant	Captain	Captain	Lieutenant	Lieutenant	Res. Officer	Res. Officer
	Private	Private	Private	Private	Private	Private	Private	Private
Shift - 24	Private	Private	Private	Res. Officer	Private	Private		
				Private				

"C" PLATOON	ENGINE #1	ENGINE #2	ENGINE #3	SQUAD #4	AERIAL #1	AERIAL #2	RESCUE #1	RESCUE #2
	Lieutenant	Lieutenant	Captain	Lieutenant	Lieutenant	Captain	Res. Officer	Res. Officer
	Private	Private	Private	Private	Private	Private	Private	Private
Shift - 24	Private	Private	Private	Res. Officer	Private	Private		
				Private				

"D" PLATOON	ENGINE #1	ENGINE #2	ENGINE #3	SQUAD #4	AERIAL #1	AERIAL #2	RESCUE #1	RESCUE #2
	Captain	Lieutenant	Lieutenant	Captain	Lieutenant	Lieutenant	Res. Officer	Res. Officer
	Private	Private	Private	Private	Private	Private	Private	Private
Shift - 24	Private	Private	Private	Res. Officer	Private	Private		
				Private				



100/80 500 Coinsurance Plan

# Understanding Your Benefits

### Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$500 per individual plan; \$1,000 per family plan in network
- \$1,000 per individual plan; \$2,000 per family plan out of network

### Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles, copays and coinsurance each year:

- \$1,500 per individual plan; \$3,000 per family plan in network
- \$3,000 per individual plan; \$6,000 per family plan out of network

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>▪ Adult preventive care</li> <li>▪ Child preventive care</li> <li>▪ Immunizations</li> </ul>	\$0 in network \$20 plus 20% per visit after deductible out of network
<ul style="list-style-type: none"> <li>▪ Preventive and diagnostic lab, X-ray, and imaging</li> </ul>	\$0 in network 20% after deductible out of network
<b>Primary Care Office Visits</b> <ul style="list-style-type: none"> <li>▪ Adult primary care</li> <li>▪ Adult gynecological exam</li> <li>▪ Pediatric primary care</li> </ul>	\$20 per visit in network 20% per visit after deductible out of network
<b>Specialist Office Visits</b> <ul style="list-style-type: none"> <li>▪ Specialty care</li> <li>▪ Chiropractic (limit 12 visits per year)</li> <li>▪ Routine eye exam (limit 1 visit per year)</li> </ul>	\$30 per visit in network 20% per visit after deductible out of network
<b>Outpatient Services</b> <ul style="list-style-type: none"> <li>▪ Medical/surgical care</li> <li>▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)</li> </ul>	0% per visit after deductible in network 20% per visit after deductible out of network
<b>Inpatient Services</b> <ul style="list-style-type: none"> <li>▪ Acute care</li> <li>▪ Maternity</li> <li>▪ Mental health</li> <li>▪ Chemical dependency</li> <li>▪ Rehabilitation (limit 45 days per year)</li> </ul>	0% per visit after deductible in network 20% per visit after deductible out of network
<b>Emergency Services</b> <ul style="list-style-type: none"> <li>▪ Hospital emergency care</li> </ul>	\$150 per visit in network \$150 per visit out of network
<b>Ambulance</b>	\$50 per occurrence in network \$50 per occurrence out of network

What's Covered	What You Pay
Urgent Care Center	\$30 per visit in network \$30 per visit out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy (limit 30 visits per year) <ul style="list-style-type: none"> <li>▪ Physical therapy</li> <li>▪ Occupational therapy</li> <li>▪ Speech therapy</li> </ul>	20% per visit after deductible in network 20% per visit after deductible out of network
Prescription Drugs	\$10-Tier 1; \$20-Tier 2; \$30-Tier 3; \$50-Tier 4

**Beyond Benefits**

When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

**Manage your plan:**

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

**Get healthy:**

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365<sup>SM</sup> wellness information and discount program.

**Call Customer Service:**

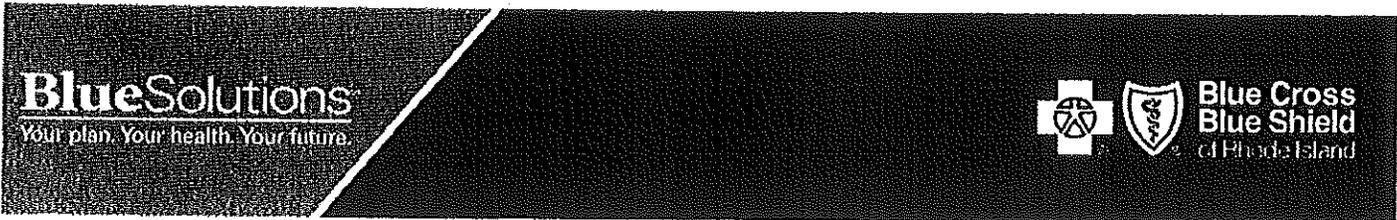
- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m. Eastern Time



*This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.*

500 Exchange Street • Providence, RI 02903-2699  
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association  
04/14 EUST-1518R



2000/4000 Deductible Plan

# Understanding Your Benefits

## Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$2,000 per individual plan; \$4,000 per family plan in network
- \$4,000 per individual plan; \$8,000 per family plan out of network

## Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- \$2,000 per individual plan; \$4,000 per family plan in network
- \$12,000 per individual plan; \$24,000 per family plan out of network

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>▪ Adult preventive care</li> <li>▪ Child preventive care</li> <li>▪ Immunizations</li> </ul>	0% in network 40% per visit after deductible out of network
<b>Primary Care Office Visits</b> <ul style="list-style-type: none"> <li>▪ Adult primary care</li> <li>▪ Adult gynecological exam</li> <li>▪ Pediatric primary care</li> </ul>	0% per visit after deductible in network 40% per visit after deductible out of network
<b>Specialist Office Visits</b> <ul style="list-style-type: none"> <li>▪ Specialty care</li> <li>▪ Chiropractic (limit 12 visits per year)</li> <li>▪ Routine eye exam (limit 1 visit per year)</li> </ul>	0% per visit after deductible in network 40% per visit after deductible out of network
<b>Outpatient Services</b> <ul style="list-style-type: none"> <li>▪ Medical/surgical care</li> <li>▪ Diagnostic lab, X-ray and imaging</li> <li>▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)</li> </ul>	0% per visit after deductible in network 40% per visit after deductible out of network
<b>Inpatient Services</b> <ul style="list-style-type: none"> <li>▪ Acute care</li> <li>▪ Maternity</li> <li>▪ Mental health</li> <li>▪ Chemical dependency</li> <li>▪ Rehabilitation (limit 45 days per year)</li> </ul>	0% per visit after deductible in network 40% per visit after deductible out of network
<b>Emergency Services</b> <ul style="list-style-type: none"> <li>▪ Hospital emergency care</li> </ul>	0% per visit after deductible in network 0% per visit after deductible out of network
<b>Ambulance</b>	0% per occurrence after deductible in network 0% per occurrence after deductible out of network

What's Covered	What You Pay
Urgent Care Center	0% per visit after deductible in network 0% per visit after deductible out of network
Durable Medical Equipment	0% per occurrence after deductible in network 40% per occurrence after deductible out of network
Physical/Occupational Therapy (limit 30 visits per year) <ul style="list-style-type: none"> <li>▪ Physical therapy</li> <li>▪ Occupational therapy</li> <li>▪ Speech therapy</li> </ul>	0% per visit after deductible in network 40% per visit after deductible out of network
Prescription Drugs	0% after deductible

### Beyond Benefits

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**Call Customer Service:**

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-262-5051

Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time



*This is a summary of your BlueSolutions benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.*

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10/11 85-13591

## MEMORANDUM OF AGREEMENT

This is to confirm the parties' agreement in connection with their July 1, 2014 through June 30, 2019 collective bargaining agreement ("CBA"). The City of Woonsocket, the Woonsocket Budget Commission, and Local 732 of the International Association of Firefighters, AFL-CIO hereby agree to the following:

1. The payments set forth in Article IX, Sections 9.1 and 9.2 of the CBA shall be reduced by 50% for Fiscal Year 2014-2015 through and including Fiscal Year 2018-2019.
2. Effective on June 29, 2019, the following language shall replace and supersede the language set forth in Section 9.1 of the CBA on a forward going basis:

"The clothing allowance for members of the Woonsocket Fire Department shall be as follows:

Uniformed Fire Fighters:

4 Deputy Chiefs  
1 Training Officer  
1 Fire Marshal  
2 Assistant Fire Marshal  
1 Fire Alarm Officer  
1 Fire Alarm Superintendent  
1 E.M.S. Coordinator

Seven Hundred (\$700.00) Dollars per year. This amount is to be distributed to the above named employees as follows: Three Hundred Fifty (\$350.00) Dollars July 1st and December 1st of each contract year.

Non-Uniformed Fire Fighters: Six Hundred (\$600.00) Dollars per year. This amount is to be distributed to the employees as follows: Three Hundred (\$300.00) Dollars on July 1st and December 1st of each contract year. It is further agreed that all department-issued personal protective equipment shall be replaced or repaired subject to the approval of the Chief of the Department at the City's expense when damaged or destroyed while working during an emergency."

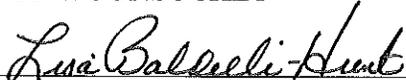
3. Effective on June 29, 2019, the following language shall replace and supersede the language set forth in Section 9.2 of the CBA on a forward going basis:

"The City agrees to provide members of the Department the sum of Seven Hundred Fifty (\$750) Dollars per year for the cleaning, maintenance and upkeep of their uniform and work attire, said sum to be paid in two (2) installments on July 1st, and on December 1st of each contract year."

4. Notwithstanding paragraphs 3 and 4 of this Agreement, no employee shall receive more than 50% of the amounts set forth in Sections 9.1 and 9.2 of the CBA in Fiscal Year 2018-2019.

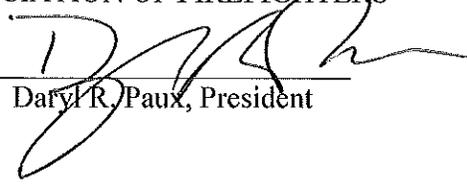
CITY OF WOONSOCKET

BY:

  
Lisa Baldelli-Hunt, Mayor

LOCAL 732, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

BY

  
Daryl R. Paux, President

Woonsocket Budget Commission

BY:

  
Dina Dutremble  
Chairperson

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MEMORANDUM OF AGREEMENT

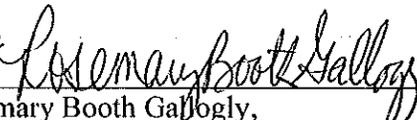
This is to confirm the parties' agreement in connection with their July 1, 2014 through June 30, 2019 collective bargaining agreement ("CBA"). The City of Woonsocket (the "City"), the Woonsocket Budget Commission and Local 732 of the International Association of Firefighters, AFL-CIO ("IAFF Local 732") hereby agree to the following:

1. As of July 1, 2014 upon expiration of the term of the collective bargaining agreement between the City of Woonsocket (the "City"), the Woonsocket Budget Commission and Local 732 of the International Association of Firefighters, AFL-CIO ("IAFF Local 732"), there is a new CBA which reflects significant concessions sought by the Woonsocket Budget Commission in order to restore Fiscal Stability to the City. Combined with a supplemental tax in FY2013 which has been incorporated as part of the base and increased taxes in subsequent years, and other concessions gained from other collective bargaining units, and those still being pursued from retirees, these Local 732 concessions, will result in a structurally balanced budget.

2. Despite all of the above efforts, it nonetheless may become necessary to appoint a receiver under R.I. Gen. Laws § 45-9-7, and thereafter to file a petition in the name of the City under chapter 9, Title 11 of the United States Code. If that action results, and in support of the consideration by the State and IAFF Local 732 given in exchange for concessions by the Local 732 members, as reflected in the CBA, I hereby provide my full assurance as the Director of the Department of Revenue to support a recommendation to the receiver that the CBA be controlling, to the extent allowed by law. Moreover, if the receiver files a petition for bankruptcy, I will further support a recommendation that this CBA become the "pendency plan" during the bankruptcy process and that it be accepted as part of the "plan of adjustment", as those terms are defined in the applicable law and to the extent allowed by that law.

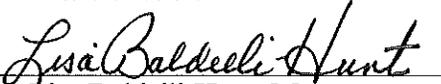
3. This Agreement shall be binding on the parties' successors.

RHODE ISLAND DEPARTMENT OF REVENUE

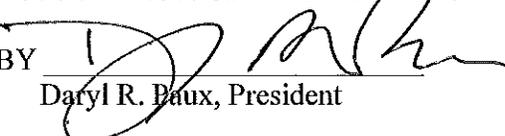
BY:   
Rosemary Booth Gallogly,  
Director

Acknowledgment:

CITY OF WOONSOCKET

BY:   
Lisa Baldelli-Hunt, Mayor

LOCAL 732, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

BY:   
Daryl R. Daux, President

Woonsocket Budget Commission

BY:   
Dina Dutremble  
Chairperson

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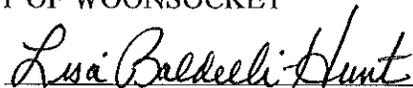
Memorandum of Agreement

This is to confirm the parties' agreement in connection with their July 1, 2014 through June 30, 2019 collective bargaining agreement ("CBA"). The City of Woonsocket, the Woonsocket Budget Commission and Local 732 of the International Association of Firefighters, AFL-CIO hereby agree that during the first week of November 2014, line and administrative personnel shall conduct the following votes to determine their respective shift schedules:

1. Fire department line personnel will vote to choose one of the following shift schedules: (1) to continue working the existing 24-hour shift / 42-hour per week schedule as set forth in the CBA; (2) to convert to a regular work schedule of two (2) ten (10) hour days, two (2) fourteen (14) hour nights, and four (4) days off, for an average workweek of forty-two (42) hours; or (3) to convert to another 42-hour per week shift schedule mutually agreed to by the City and the Union prior to the vote. If a majority of the department's line personnel vote in favor of option (2) or option (3), if any, the change shall take place within thirty (30) days after the vote, and the physical execution of the change (e.g., members converting from one schedule to another schedule) shall not result in any added cost to the City.
2. Fire department administrative personnel will vote to choose one of the following shift schedules: (1) to continue working the schedule set forth in the CBA or (2) to convert to a schedule where staff shall work 4 staggered 10-hour shifts per week, Monday - Friday, as mutually agreed to by the City and the Union. If a majority of the department's administrative personnel vote in favor of option (2), the change shall take place within thirty (30) days, and the physical execution of the change (e.g., members converting from one schedule to another) shall not result in any added cost to the City.
3. If either or both of the foregoing votes result in a change in members' shift schedules, the parties shall amend § 7.1(a) and/or § 7.1(b) of their CBA to reflect the changes; provided, however, that the physical execution of any change (e.g., members converting from one schedule to another) shall not result in any added cost to the City.

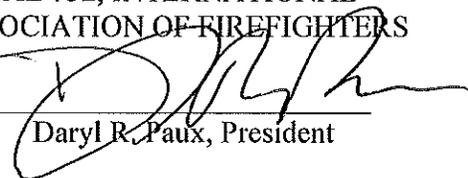
CITY OF WOONSOCKET

BY:

  
Lisa Baldelli-Hunt, Mayor

LOCAL 732, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

BY

  
Daryl R. Paux, President

Woonsocket Budget Commission

BY:

  
Dina Dutremble  
Chairperson

## SETTLEMENT AGREEMENT

Local 732, International Association of Fire Fighters, AFL-CIO (“Union”), the City of Woonsocket (“City”), and the Woonsocket Budget Commission (“WBC”) (collectively, the “Parties”), hereby agree to the following terms in full and complete settlement of any and all outstanding grievances, arbitrations, interest arbitrations, unfair labor practice charges, and other disputes existing between them as of the date of this Settlement Agreement.

WHEREAS, the Union filed a grievance and a demand for arbitration in Case No. AAA 11 390 01816 12 alleging that the City violated the parties’ collective bargaining agreement (“CBA”) when the City did not fill a mechanic position (“Mechanic Grievance”);

WHEREAS, the Union filed a grievance and a demand for arbitration in Case No. AAA 11 390 01815 12 alleging that the City violated the parties’ CBA when it did not fill various line firefighting and rescue positions when they became vacant (“Staffing Grievance”);

WHEREAS, the Union filed a grievance on or about October 18, 2013, alleging that the City violated the CBA when it did not pay to the Union the appropriate amount to the Union for its purchase of life insurance (“Life Insurance Grievance”);

WHEREAS, the Union filed a grievance on or about April 7, 2014, alleging that the City violated the CBA when it allowed a member who was on department sanctioned training take a promotional examination on a different date than the rest of the promotional candidates (“Promotional Exam Grievance”);

WHEREAS, the Union filed a grievance on or about April 7, 2014, alleging that the City violated the CBA when it selected and appointed members to the Tactical Emergency Medical Support Team and related training (“TEMST Grievance”);

WHEREAS, the Union filed a grievance on or about August 31, 2013, challenging the City's changes to the Fire Department's sick leave policy ("Sick Leave Grievance");

WHEREAS, the Union filed a grievance challenging the Woonsocket Budget Commission's passage of an enactment entitled the "Budget Commission Enactment to Implement the Fiscal Stability Act Through Reorganization of Fire Department and Subsequent Changes to Terms and Conditions of Employment for Firefighters," ("First Enactment Grievance");

WHEREAS, the Union filed grievances challenging the Woonsocket Budget Commission's passage and implementation of an enactment on June 30, 2014 entitled "Budget Commission Enactment to Implement the Fiscal Stability Act Through Reorganization of Fire Department and Subsequent Changes to Terms and Conditions of Employment for Firefighters" ("Second Enactment Grievances");

WHEREAS, the Union filed an unfair labor practice charge in Case No. ULP-6145 challenging the Woonsocket Budget Commission's passage and implementation of an enactment on June 30, 2014 entitled "Budget Commission Enactment to Implement the Fiscal Stability Act Through Reorganization of Fire Department and Subsequent Changes to Terms and Conditions of Employment for Firefighters" ("Enactment ULP");

WHEREAS, the Union filed a civil action in Rhode Island Superior Court on or about July 22, 2014 in a case captioned Local 732, IAFF, AFL-CIO v. City of Woonsocket et al. challenging the Woonsocket Budget Commission's passage and implementation of an enactment on June 30, 2014 entitled "Budget Commission Enactment to Implement the Fiscal Stability Act Through Reorganization of Fire Department and Subsequent Changes to Terms and Conditions of Employment for Firefighters" ("Enactment Civil Action");

WHEREAS, the Union believes the above-cited actions would be upheld in the Union's favor absent this Settlement Agreement;

WHEREAS, the City and the Woonsocket Budget Commission ("WBC") deny that they violated the CBA and/or engaged in any other wrongful conduct with respect to the foregoing disputes;

WHEREAS, the City, the WBC and the Union have agreed to resolve any and all disputes between them specifically identified above, except for the grievance filed by the Union on or about August 12, 2014 regarding the alleged miscalculation of medical buyback(s) ("Buyback Grievance");

WHEREAS, the Parties agree that it is in their best interest to avoid the costs and uncertainty involved in current or future litigation and to resolve any and all claims and disputes between them arising out of facts, events, or conduct leading up to or related in any way to foregoing disputes, on the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the promises, terms, conditions, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The WBC agrees to rescind the enactments entitled "Budget Commission Enactment to Implement the Fiscal Stability Act Through Reorganization of Fire Department and Subsequent Changes to Terms and Conditions of Employment for Firefighters."

2. The City and/or WBC agree to pay to the Union a lump sum of \$1,781.70 representing a payment toward the purchase of life insurance to the City's firefighters pursuant to the CBA.

3. The City and/or WBC agree to pay a gross total amount of \$25,451.69, less all lawful deductions, in accordance with the schedule set forth in Exhibit A attached hereto and incorporated herein, which the Union acknowledges represents all backpay allegedly owed to the City's firefighters as of July 25, 2014.

4. The City and/or WBC agree to pay to the Union a lump sum of \$9,226.65 representing a payment of back union dues relating to unfilled positions.

5. The City and/or WBC agree to pay a gross total amount of \$11,428.71, less all lawful deductions, in accordance with the schedule set forth in Exhibit B attached hereto and incorporated herein, which represents all back overtime allegedly owed to the City's firefighters as of July 25, 2014.

6. The City and/or WBC agree to implement the revised Sick Leave policy attached hereto as Exhibit C.

7. The Union shall withdraw with prejudice the Mechanic Grievance, the Staffing Grievance, the Life Insurance Grievance, the Promotional Exam Grievance, the TEMST Grievance, the Sick Leave Grievance, the First Enactment Grievance, the Second Enactment Grievances, the Enactment ULP, the Enactment Civil Action and all pending grievances, arbitrations, interest arbitrations, unfair labor practice charges, claims and such other actions or causes of action that have been brought or could have been brought by the Union arising out of the foregoing disputes; provided, however, that this Settlement Agreement is not intended to resolve the Buyback Grievance filed by the Union on or about August 12, 2014..

CITY OF WOONSOCKET

BY: *Lisa Baldelli-Hunt*  
Lisa Baldelli-Hunt, Mayor

LOCAL 732, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

BY: *Daryl R. Paux*  
Daryl R. Paux, President

Woonsocket Budget Commission

BY: *Dina Dutremble*  
Dina Dutremble  
Chairperson

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**EXHIBIT A**

**Back Dispatcher pay owed**

<b>Steven Rudis</b>	<b>\$0</b>
<b>Danny Vallejo</b>	<b>\$193.30</b>
<b>John Testoni</b>	<b>\$4,643.89</b>
<b>Mike Volante</b>	<b>\$6,729.64</b>
<b>Travis Leduc</b>	<b>\$6,299.42</b>
<b>Sean Newton</b>	<b>\$7,585.44</b>
<b>Total</b>	<b>\$25,451.69</b>

**Exhibit B**

Deputy Chief Paul Russell	\$ 1,106.57
Captain Wayne Foresti	\$ 583.75
Captain Michael Morin	\$ 206.56
Captain Christopher Oakland	\$ 416.96
Lieutenant John Lafond	\$ 925.21
Lieutenant Scott Popovich	\$ 653.80
Lieutenant Michael Lataille	\$ 539.71
Lieutenant John Polacek	\$ 539.71
Lieutenant Brian Magnan	\$ 385.50
Private Tim Flynn	\$ 362.06
Private Scott Smith	\$ 362.06
Private Robert Sevigny	\$ 506.89
Private John Zielinski	\$ 452.58
Private Russell Gagne	\$ 1,038.78
Private Kevin Roy	\$ 370.99
Private Kenneth Armstrong	\$ 519.39
Private John Lataille	\$ 506.89
Private Ryan Reilly	\$ 144.83
Rescue Lieutenant Christopher Hebert	\$ 394.43
Private Justin Prophet	\$ 181.03
Private James Oakland	\$ 362.06
Private Scott Reilly	\$ 506.89
Private Danny Vallejo	\$ 362.06
Total	\$ 11,428.71

**Exhibit C**

**701- Leave from Duty**

**701.1 Sick Leave (8.25.13)**

Purpose- To clearly explain both employer and employee rights and obligations in accordance with management rights, the collectively bargained agreement between the City and Local 732, IAFF, AFL-CIO and the Woonsocket Personnel Code, Section 19 Sick Leave.

(a) Definition- the absence from duty of an employee due to personal illness or injury. Said illness or injury shall render the employee unable to perform their regular assigned duties or other duties within the Department, as certified by a qualified physician. Sick leave shall be further defined as the requirement to attend a family member which shall include wife, husband, child or a parent for a medical need.

(b) Authentication- Employees will be required to provide a physician's certificate attesting to the employee's illness or injury that prevents the employee from performing regular assigned duties. Said physician's certificate shall be mandatory after two (2) twenty-four (24) hour work shifts of absence in a calendar year due to personal illness or injury and must include; physician's name and signature, employee's name as patient, date of examination and employee's work status. Additionally, employees that are on sick leave for three (3) or more consecutive twenty-four (24) hour work shifts shall have a physician complete and submit the Departmental Light Duty Form. Employees using sick leave due to family medical needs, as stated in section (a), are limited to a twenty-four (24) hour period, must provide a physician's certificate that includes; physician's name and signature, patient's name and date of examination and shall complete and submit the Departmental Sick Leave Affidavit upon returning to duty.

(c) Accruals- Shall be recorded for each full calendar month of service and will be accrued on the last day of each month. Accrual amounts will be determined by collectively bargained agreements or in the absence of such agreement by the Personnel Code.

(d) Notification- Employees are required to report sick leave to the on duty company officer. Employees are required to report sick leave no later than 0630 hours on the morning of their duty shift. Company officers are required to make report to the Deputy Chief, complete a Departmental Request for Leave form and record the sick leave in the permanent company log book, *time and date recorded shall be real time not start of shift*. Company officers retain the original Request for Leave form and forward the copy to the Deputy's office. The Deputy shall record the sick leave in the Deputy's Daily log and on the employee's e-profile.

(e) Returning for duty- Employees are required to report off of sick leave to the on duty company officer as soon as their illness or injury is resolved to the extent that they are capable of resuming regular work duties. Employees are required to report off of sick leave by 0630 hours or 1500 hours on the day of their duty shift; failure to report prior to the established guidelines will result in an additional duty shift of sick leave. Company officers will make report to the Deputy Chief, complete the original Departmental Request for Leave form and record the return to duty in the permanent company log book, *time and date recorded shall be real time not start of shift*. The

Deputy records the return date for discharge and duty assignment purposes. Employees are responsible to verify the information on the original Request for Leave form, sign form and forward it to the Deputy's office upon return to duty. Deputy confirms usage of accrued leave and forwards the original Request for Leave form to the Chief's office to be filed in the employee's personnel file.

(f) Restrictions- Employees on sick leave shall not be allowed to engage in other employment during the period of leave. Employees scheduled for a vacation shift while out on sick leave and do not report fit for duty as outlined in Section (e) will be removed from vacation leave.

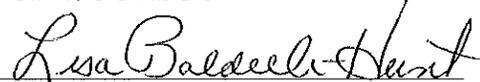
(g) Supersession- this Department policy supersedes all previous guidance on this subject.

**MEMORANDUM OF AGREEMENT**

This is to confirm the parties' agreement in connection with their July 1, 2014 through June 30, 2019 collective bargaining agreement ("CBA"). The City of Woonsocket, the Woonsocket Budget Commission, and Local 732 of the International Association of Firefighters, AFL-CIO hereby agree to the following:

1. John Lataille is an active, full-time firefighter for the Woonsocket Fire Department. The City hired Mr. Lataille on January 24, 2005, and his date of birth is March 23, 1963. As a result, if Mr. Lataille continues his uninterrupted employment with the Woonsocket Fire Department until he reaches age sixty-five (65), he will have served over twenty-three (23) consecutive years for the Woonsocket Fire Department.
2. If Mr. Lataille continues his uninterrupted employment with the Woonsocket Fire Department until he reaches age sixty-five (65), Mr. Lataille shall be eligible for post-employment health care in accordance with the provisions of Article IV, Section 4.1(b) of the CBA, notwithstanding the fact that, at that time, he will not be eligible for a normal retirement under the Employees' Retirement System of Rhode Island or have at least twenty-five (25) years of continuous service to the City.
3. The parties acknowledge and agree that this agreement does not represent a guarantee of continued employment for Mr. Lataille or a guarantee of post-employment health insurance coverage for Mr. Lataille. If Mr. Lataille separates from the service of the City at any time prior to reaching age sixty-five (65), for any reason, except as provided in Article IV, Section 4.1(e) of the CBA, he shall not be entitled to any of the benefits set forth in Article IV, Section 4.1(b) of the CBA.
4. The Parties acknowledge that this Agreement shall not constitute practice or precedent, and that this Agreement, and the facts and circumstances giving rise to it, shall not be referred to, mentioned, submitted as evidence, or cited as practice or precedent in any future grievance, arbitration, litigation or situation of any kind except for the purposes of enforcing this Agreement.

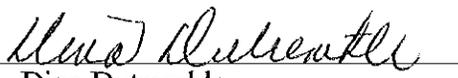
CITY OF WOONSOCKET

BY:   
Lisa Baldelli-Hunt, Mayor

LOCAL 732, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

BY:   
Daryl R. Paux, President

Woonsocket Budget Commission

BY:   
Dina Dutremble  
Chairperson