AGREEMENT

BY AND BETWEEN THE

TOWN OF WEST WARWICK

AND

LOCAL 1104, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

JULY 1, 2014 - JUNE 30, 2019

TABLE OF CONTENTS

ARTICLE I 1
SECTION 1. RECOGNITION 1
SECTION 2. UNION SECURITY 1
SECTION 3. DUES DEDUCTION 1
SECTION 4. INDEMNIFICATION 2
ARTICLE II 2
SECTION 1. MANAGEMENT RIGHTS 2
ARTICLE III 2
SECTION 1. SENIORITY 2
SECTION 2. USE OF SENIORITY 2
SECTION 3. SENIORITY LIST 4
ARTICLE IV 4
SECTION 1. VACANCIES – PRIVATE RANKS 4
SECTION 2. VACANCIES - OFFICERS RANKS 5
SECTION 3. VACANCIES - CLERICAL EMPLOYEES, CIVILIAN DISPATCHERS 5
SECTION 4. PROMOTIONS 5
ARTICLE V 7
SECTION 1. DUTIES 7
SECTION 2. DETAIL TO OTHER DEPARTMENTS PROHIBITED 7
ARTICLE VI 7
SECTION 1. HOURS 7
SECTION 2. SUBSTITUTIONS 8
SECTION 3. TIME OFF WHILE PERFORMING UNION DUTIES 8
ARTICLE VII 8
SECTION 1. CLOTHING ALLOWANCE 8
ARTICLE VIII 10
SECTION 1. SICK LEAVE 10
SECTION 2. VACATIONS 13
SECTION 3. ACCRUAL OF VACATION 14
SECTION 4. PAYMENT FOR UNUSED VACATION LEAVE 14
SECTION 5. ADDITIONAL PROVISIONS 15
ARTICLE IX 15
SECTION 1. GRIEVANCE PROCEDURE 15
SECTION 2. ARBITRATION 16
ARTICLE X 17
SECTION 1. HEALTH CARE 17
SECTION 2. BURIAL EXPENSES 20
ARTICLE XI 20
SECTION 1. INJURIES, ILLNESS, OR DEATH IN THE LINE OF DUTY 20
SECTION 2. MEDICAL CARE FOR INJURIES ON PRIVATE DETAIL 20
SECTION 3. SPOUSE/FAMILY BENEFITS: WHEN AN EMPLOYEE IS KILLED WHILE ON-DUTY 21

SECTION 4. SPOUSE/FAMILY BENEFITS: WHEN A VESTED EMPLOYEE DIES WHILE OFF-DUTY 22
SECTION 5. IMMUNIZATION SHOTS 23
SECTION 6. LIGHT DUTY 24
ARTICLE XII 25
SECTION 1. OVERTIME 25
SECTION 2. MINIMUM MANNING 25
SECTION 3. CALL BACK 26
SECTION 4. OVERTIME RATE 27
SECTION 5. CIVILIAN FIRE ALARM DISPATCHERS AND FIRE ALARM TECHNICIAN/FIRE FIGHTER 27
ARTICLE XIII 28
SECTION 1. SALARIES 28
SECTION 2. WEEKLY SALARY 29
SECTION 3. LONGEVITY PAYMENTS 29
ARTICLE XIV 30
SECTION 1. PAID HOLIDAYS 30
ARTICLE XV 31
SECTION 1. TRAINING AND RESCUE 31
SECTION 2 32
ARTICLE XVI 35
SECTION 1. TEMPORARY SERVICE OUT OF RANK 35
SECTION 2. COMPENSATORY TIME 36
SECTION 3. PERSONAL DAYS 36
ARTICLE XVII 36
SECTION 1. PENSION PLAN 36
SECTION 2. ELIGIBILITY 36
SECTION 3. CONTRIBUTIONS 36
SECTION 4. BENEFITS 38
SECTION 5. RETIREMENT AGE 38
SECTION 6. COMPULSORY RETIREMENT 39
SECTION 7. OCCUPATIONAL DISABILITY RETIREMENT 39
SECTION 8. ORDINARY DISABILITY RETIREMENT 39
ARTICLE XVIII 40
SECTION 1. COURT DETAIL 40
ARTICLE XIX 40
SECTION 1. SPECIAL DUTY WAGES 40
SECTION 2. PARADE DETAIL 40
SECTION 3. BASIC ANNUAL SALARY 41
SECTION 4. RESCUE PERSONNEL 41
SECTION 5. EDUCATION 41
SECTION 6. LEGAL ASSISTANCE AND INDEMNIFICATION 42
SECTION 7. HEALTH AND SAFETY COMMITTEE 42
SECTION 8. AERIAL APPARATUS TESTING 44
SECTION 9. FIRE ALARM MAINTENANCE 44
SECTION 10. PROTECTION OF FIRE FIGHTERS 44

ARTICLE XX 45
SECTION 1. NO STRIKE CLAUSE 45
ARTICLE XXI 45
SECTION 1. LAYOFF OF EMPLOYEES 45
SECTION 2. MUTUAL AID 45
SECTION 3. LAYOFF-REHIRE 46
SECTION 4. SAFE VEHICLES 46
ARTICLE XXII 46
SECTION 1. NONRESIDENCY 46
ARTICLE XXIII 46
SECTION 1. NO CONTRACTING OUT 46
ARTICLE XXIV 46
SECTION 1. DURATION OF AGREEMENT 46

AGREEMENT

Pursuant to 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 Employees of Fire Departments," this Agreement is made and entered into this _____ day of June, 2014 A.D, by and between the Town of West Warwick and Local 1104, International Association of Fire Fighters, AFL-CIO (hereinafter the "Agreement").

ARTICLE I

SECTION 1. RECOGNITION

The Town of West Warwick recognizes Local 1104, International Association of Fire Fighters, AFL-CIO, as exclusive bargaining agent for all uniformed members and all other employees of the West Warwick Fire Department, excepting only the Chief of the Fire Department, for the purpose of collective bargaining relative to wages, salaries, hours, and working conditions.

The rights of the Town of West Warwick and employees shall be respected and provisions of the Agreement shall be observed for the orderly settlement of all questions.

SECTION 2. UNION SECURITY

The Town of West Warwick agrees not to discharge or discriminate in any way against members for union membership or activities. Membership in Local 1104, International Association of Fire Fighters, AFL-CIO, shall be a condition of employment upon completion of a one (1) year probationary period.

SECTION 3. DUES DEDUCTION

The Town of West Warwick shall deduct from members' salaries union dues upon receipt of signed authorizations of members of Local 1104 and shall forward to the Treasurer of the Union such amounts as deducted.

SECTION 4. INDEMNIFICATION

The union agrees to indemnify and hold the Town harmless as to any and all claims, suits, orders and judgments brought or issued against the Town as a result of deduction of authorized union dues by the Town.

ARTICLE II

SECTION 1. MANAGEMENT RIGHTS

The Town of West Warwick shall retain the right to issue Rules and Regulations governing the internal conduct of the Fire Department as provided by law and except as modified by the terms of this Agreement.

ARTICLE III

SECTION 1. SENIORITY

Seniority of members of the Fire Department shall be computed in each rank from the date of original appointment to that rank. When more than one (1) officer is appointed to the same rank on the same day, seniority for that rank shall be determined by placement on the promotional exam. In the event that more than one (1) private is appointed to the Fire Department on the same day, seniority is based on placement on the eligibility list.

SECTION 2. USE OF SENIORITY

A. Employees covered by this Agreement shall have seniority rights in grade, which shall be used with regard to choice of days off and choice of time for vacations.

B. In addition to the provisions of Paragraph A above, employees covered by this Agreement shall have seniority rights in grade, and said seniority, insofar as possible, shall prevail with regard to the following:

Transfers to any division, department, or position by whatever name the transfer is labeled, except those that are filled by promotional examination.

C. To carry out the provisions of Paragraph B above, a bid system shall be adopted (with details to be worked out by the parties hereto) under which employees may bid for jobs. The successful bidder for the job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonable, satisfactory manner; provided, however, that cases where the Town and the Local so mutually agree, such trial periods shall not be mandatory. At the end of the 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 Town and the Local mutually agree to extend such trial period. If, during the trial period, the Town 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 provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned.

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

E. A permanent and up-to-date seniority list shall be posted and maintained on the bulletin board at the Fire Department Headquarters for the benefit of all employees, and all future seniority questions shall be resolved in accordance therewith.

F. Civilian employees shall have the right to bid to other civilian positions within the Fire Department if they meet the qualifications for said positions.

G. When hiring for any new or vacant position, the Town shall give preference to existing employees of the Town so long as such employees are qualified.

SECTION 3. SENIORITY LIST

The Town shall post on the department bulletin board at Fire Department Headquarters a current and up-to-date seniority list drawn in accordance with seniority provisions of Article HI hereof. The Town also agrees to furnish to the Local a copy of the current seniority list.

ARTICLE IV

SECTION 1. VACANCIES – PRIVATE RANKS

A. The Town shall anticipate and plan for filling in the rank of Private by having eligibility lists of prospective employees in force at all times. All prospective employees must be E.M.T.C. qualified, or proof that they are scheduled for testing and pass the test within forty-five (45) days. Vacancies occurring in the rank of Private shall be filled by the Town Manager within sixty (60) days of the date the vacancy occurs.

B. The person filling the vacancy must be E.M.T.C. (Emergency Medical Technician Cardiac) certified and maintain the qualification for a minimum of ten (10) years. All employees shall be allowed to drop their E.M.T.C. certification after maintaining it for a minimum of ten (10) years, provided that their dropping of E.M.T.C. will not reduce the number of E.MTC.'s below twenty-one (21) privates for one (1) rescue vehicle or below thirty (30) privates for two (2) rescue vehicles. Employees with the most Fire Department seniority shall be given first choice to drop their E.M.T.C. certification.

C. All employees will be paid for all off-duty time spent at all levels of E.M.T. school and recertification at time and one-half (1-1/2) his/her hourly rate pf pay with a minimum of four (4) hours.

D. Each candidate for the West Warwick Fire Department must successfully complete a written aptitude and physical agility test to be placed on the eligibility list. Candidates will then be interviewed and evaluated by the department screening board. The screening board will be made up of three (3) superior officers, who will rate applicants by qualifications and list them in order of standing. The screening board will recommend the top three (3) candidates to the Chief. The screening board members will be appointed by the Chief of the Fire Department. The Chief

will review all applicants and denote the top three (3) candidates recommended by the screening board. The Chief will then make his/her recommendation and forward the entire list of applicants to the Town Manager. Upon appointment, the candidate must pass a pre-employment physical.

E. All employees who maintain their E.M.T.C. qualification, and are promoted to a higher rank, shall continue to receive their E.M.T.C. pay in addition to their weekly salary.

SECTION 2. VACANCIES - OFFICERS RANKS

The Town shall anticipate and plan for the filling of vacancies in the officers' ranks by having a promotional list in effect at all times and shall fill any and all vacancies that occur during, the filling of a vacancy within sixty (60) days of the original vacancy.

SECTION 3. VACANCIES - CLERICAL EMPLOYEES, CIVILIAN DISPATCHERS

Vacancies in the Fire Department clerical/civilian positions shall be filled in the same manner as other career service positions as provided in the Town Charter and the procedures established by the West Warwick Personnel Department implementing the provisions of the Charter. All clerical employees shall serve a six (6) month probationary period. After successful completion of the probationary period, the employees shall be covered by the terms of this agreement. The seniority date for employees who successfully complete the probationary period shall be from the date of hire.

SECTION 4. PROMOTIONS

A. Promotions within the West Warwick Fire Department shall be made in accordance with the strict standings of the current promotional list, beginning with the top man on the list. All promotions shall be made on the basis of competitive examinations.

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

Any written examination given which does not comply with the provisions of the foregoing paragraph shall be subject to the grievance procedures of this contract.

C. There shall be in effect at all times a promotional list for each rank. Each promotional list shall remain in effect for a period of two (2) years.

D. In order to be eligible to take the promotional exam for the rank of Battalion Chief, Captain, and Lieutenant, an employee must have served at least five (5) years as a Private. In order to be eligible for promotion to any rank above Lieutenant, an employee must have served at least two (2) years in his/her current rank. There shall be a minimum of three (3) candidates for each vacant position above the rank of Lieutenant. If necessary, in order to insure that there be at least three (3) candidates for a vacant position, the next most senior employee or employees below the vacant higher rank shall become eligible in order of their seniority.

E. (i) For purposes of this Section, effective as of the date of the signing of this Agreement, the breakdown for the promotional examination shall be as follows:

Written Examination	80 Points
Seniority	Total number of years on the job
Education	One (1) point for an associate's degree in Fire Science and two (2) points for a bachelor's degree in Fire Science

(ii) Upon promotion, an employee shall serve a six-month probationary period before being permanently assigned to the position. During that time, the employee will be evaluated by the Chief or his/her designee on a bi-monthly basis. An employee may be removed during his/her probationary period for failure to reasonably demonstrate his/her ability to perform the duties of the position. An employee who is so removed shall have recourse to the grievance and arbitration procedure.

F. All questions on the written examination shall be multiple choice.

ARTICLE V

SECTION 1. DUTIES

The duties of the members of the West Warwick Fire Department shall be the prevention, control, and extinguishment of fire and other emergencies, emergency medical services, hazardous material response and duties as presently conducted by the members of the Fire Department.

SECTION 2. DETAIL TO OTHER DEPARTMENTS PROHIBITED

The Town of West Warwick agrees that members of the West Warwick Fire Department, whose duties are defined in Article V, Section 1, shall not be detailed to other departments of the Town. The detail or transfer from one unit to another within the Fire Department shall be in accordance with Article III, Section 2.

ARTICLE VI

SECTION 1. HOURS

A. The regular workweek for all employees covered by this Agreement, with the exception of the Director of Communications, Assistant Director of Communications, Fire Alarm technician/Firefighter, Fire Marshal, Fire Inspector and Assistant Fire Marshals, shall be an average workweek of forty-two (42) hours; the work schedule to consist of four (4) platoons working twenty-four (24) hours on duty followed by twenty-four (24) hours off duty followed by twenty-four (24) hours on duty followed by five (5) days off. The regular workweek for the Director of Communications, Assistant Director of Communications, Fire Alarm Technician/Firefighter, Fire Marshal, Fire Inspector and Assistant Fire Marshals, shall be forty (40) hours per week to be worked in four (4) days of ten (10) hours each in such manner as may be agreed upon between the Chief of the Fire Department, Director of Communications, Assistant Director of Communications, Fire Alarm Technician/Firefighter, Fire Marshal, Fire Inspector and Assistant Fire Marshals. Fire Marshal coverage will be provided on a five (5) day a week basis with days off being interchanged according to seniority.

B. The regular workweek for the Administrative Assistant and Assistant Clerk shall be thirty-five (35) hours, five (5) consecutive days, Monday through Friday, 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch.

SECTION 2. SUBSTITUTIONS

The right to substitute at any time shall be permitted, provided, however, that permission to substitute shall be obtained from the Chief Officer.

SECTION 3. TIME OFF WHILE PERFORMING UNION DUTIES

A. All members of Local 1104's negotiating committee (said negotiating team not to exceed nine (9) in number) shall be allowed time off for official union business in negotiations or conferences with union attorneys, the Town Administration and/or Chief of the Fire Department without the requirement to make up said time; provided, however, that no more than two (2) of said members shall be compensated for said time off at any one time.

B. Two (2) members of Local 1104, who are elected union officers, executive board members, or delegates and alternates, shall be granted time off with pay to attend:

1. all scheduled local and state union meetings, and
2. as delegates, not to exceed two (2) in number, to IAFF National, Regional, and State Conventions, and State AFL-CIO Conventions, and as representatives, not to exceed two (2) in number, to not more than two (2) seminars per year. In the case of an emergency, the Chief shall have die right to deny such time off, subject, however, to the grievance provisions of this Agreement. In the event such grievance is upheld, the employees will be reimbursed for the time lost.

ARTICLE VII

SECTION 1. CLOTHING ALLOWANCE

A. Subject to the provisions of Section 1G hereof, all employees covered by this Agreement, except the Administrative Assistant, Assistant clerk, and the Fire Alarm Dispatchers, shall receive Fourteen Hundred Twenty-Five Dollars ($1,425.00) for clothing allowance. The first half

of this allowance shall be payable on the first Wednesday in October, and the second half on the first Wednesday in May, in the same fiscal year.

B. Subject to the provisions of Section 1G hereof, in the first year of employment only, all new employees, except the Administrative Assistant, the Assistant Clerk, and the Fire Alarm Dispatchers, shall receive a lump sum payment of fourteen hundred twenty five dollars ($1,425.00) for clothing allowance, to be received after ninety (90) days of service. This payment shall be payable on a pro-rated monthly basis with no less than Fifty percent (50%) the yearly allowance.

C. The Town agrees to replace all clothing and protective gear, eyeglasses, dentures, watches, and other personal effects of an employee of the Fire Department, except the Administrative Assistant, and Assistant clerk, which may be damaged or destroyed in the line of said employee's duty while on duty or while said employee may be responding to, or returning from, a call to duty.

D. The Town agrees to furnish each employee covered by this Agreement, except the Administrative Assistant, Assistant Clerk, and Dispatchers, with the following protective gear:

1. Turn Coats
2. Helmets
3. Boots
4. Face Shields
5. Scott Masks
6. 2 Pair Work Gloves
7. Nomex Hood
8. Bunker Pants
9. Personal Hand-light

E. All protective gear must be of the type and quality recommended in the standards set forth by N.F.P.A. or the same quality as agreed to between the Town of West Warwick and Local 1104.

F. All employees covered by this Agreement, except the Administrative Assistant, Assistant Clerk, and Fire Alarm Dispatchers, shall receive a clothing maintenance allowance of Three Hundred Seventy-Five Dollars ($375.00) per year, payable on the first Wednesday of each contract year.

G. (i) Notwithstanding anything herein to the contrary, the combined clothing allowance and clothing maintenance allowance provided for herein of $1,800.00 shall be reduced to $880.00 for the period July 1, 2014 through June 30, 2015, the reduction to be apportioned between allowance and maintenance at the discretion of each employee.

(ii) Notwithstanding anything herein to the contrary, the combined clothing allowance and clothing maintenance allowance provided for herein of $1,800.00 shall be reduced to $865.00 for the period July 1, 2015 through June 30, 2016, the reduction to be apportioned between allowance and maintenance at the discretion of each employee.

(iii) Notwithstanding anything herein to the contrary, the combined clothing allowance and clothing maintenance allowance provided for herein of $1,800.00 shall be reduced to $865.00 for the period July 1, 2016 through June 30, 2017, the reduction to be apportioned between allowance and maintenance at the discretion of each employee.

(iv) Commencing July 1, 2017, the combined clothing allowance and clothing maintenance allowance shall be $1,800.00.

H. To the extent experience demonstrates that the value of pension and other concessions granted by the Union to the Town during the period July 1, 2014 through June 30, 2017, are greater than the Union's proportionate share for the Town's critical financial status, the excess value thereof shall be credited to and shall retroactively increase the aforesaid clothing allowance for such period to the amount set forth in Section 1A hereof. In making the calculation hereunder, the RI Department of Revenue's spreadsheet analysis, dated November 20,2013 and attached as Exhibit A to this Agreement, shall be utilized.

ARTICLE VIII

SECTION 1. SICK LEAVE

A. All employees covered by this Agreement shall receive annually on July 1 of each year fifteen (15) working days for sick leave which may be accumulated from year to year to a maximum of two hundred fifty (250) days. Days of absence due to injuries and/or illnesses contracted outside the line of duty shall be subtracted from the employee's sick leave as herein

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

A. Reasons for Sick Leave

Sick leave for employees covered by this Agreement 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 Fire Department as determined by a qualified physician.

2. Attendance upon members of the family within the household of the employee whose illness requires the care of such employee for a period not to exceed four (4) days at any one time.

3. When an employee is on sick leave for more than two (2) consecutive work days, the Chief of the Department may require a physician's certificate. The employee shall submit a certificate from one of the physicians of his/her choice from a list of six (6) physicians which will be made up by the Town. Said examination shall be paid for by the Town of West Warwick.

4. After a Fire Fighter accumulates ten (10) days of Sick Leave in a contract year, the Chief of the Department may request a physician's certificate to support the Fire Fighter's claim of Sick Leave. The Fire Fighter may submit a certificate from his/her own physician at his/her own expense or may elect to be examined by Town approved physician by medical specialty from a list maintained by the Town, such examination is to be paid for by the Town. For the purposes of this provision, any consecutive sick leave use four (4) days or more in duration is to be considered as one (1) day of sick leave utilization for this provision.

C. Additional Leave not to be Deducted from Sick Leave

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

2. In case of the death of a mother, father, stepmother, stepfather, wife, child, brother, sister, husbands, grandmother, or grandfather, or other member of the employee's immediate family, or of the employee's wife's immediate family, including her grandmother or grandfather, each employee covered by this Agreement shall be granted a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased, except in cases where unusual travel distances exist, such period shall be extended for three (3) additional days; and, provided, further, that in the case of the employees of Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

3. In the case of death of relatives other than those hereinafter set forth, 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 such leave is first approved by the Chief of the Fire Department

D. Accumulated Sick Leave on Retirement or Termination

Upon retirement or termination in good standing, all employees covered by this Agreement having unused accumulated sick leave shall be paid by the Town at the time of the employee's retirement or termination up to one hundred-fifty (150) days of unused accumulated sick leave at 100% hourly wage. From 151 days to 200 days at 50% of hourly wage and from 201 days to 250 days at 25% of hourly wage. Computations are based on 10.5 hour days.

In lieu of the foregoing, an employee may elect to have such unused accumulated sick leave credited towards his/her retirement in which event, the employee would be entitled to take what in effect amounts to an early retirement but would receive during such period his full pay until the date of his normal retirement.

The amount to be paid shall be determined by multiplying the employee's most recent daily rate of pay by the number of unused accumulated days of sick leave, not to exceed one hundred-thirty (130) days of unused accumulated sick leave.

E. Accumulated Sick Leave on Death

In any case where an employee covered by this Agreement dies leaving unused accumulated sick leave, the Town shall pay to the Executor or Administrator of the employee's estate, or to the employee's widow/widower if there be no Executor or Administrator, or to the next of kin if there be no widow/widower, a lump sum payment equal to the dollar value of all unused accumulated sick leave earned up to the time of the employee's death. Dollar value shall be determined by multiplying the employee's most recent daily rate of pay by the number of unused accumulated days of sick leave.

SECTION 2. VACATIONS

All members of the West Warwick Fire Department hired prior to July 1, 2011 shall be entitled to the following annual amount of paid vacation:

With one (1) year of service and less than five (5) years	13 working days
With five (5) years of service and less than ten (10) years	18 working days
With ten (10) years of service and less than fifteen (15) years	21 working days
With fifteen (15) years of service or more	24 working days

All members of the West Warwick Fire Department hired on or after July 1, 2011 shall be entitled to the following annual amount of paid vacation:

With one (1) year of service and less than five (5) years	10 working days
With five (5) years of service and less than ten (10) years	15 working days
With ten (10) years of service and less than fifteen (15) years	18 working days
With fifteen (15) years of service or more	21 working days

The parties hereto agree that one (1) officer and one (1) private shall be entitled to be on vacation at any given time, except for the months of June, July and August an additional Private or Officer shall be entitled to be on vacation. In the event that an officer is not available for the vacation period, two (2) privates shall be entitled to be on vacation at any given time. If one (1) officer is on vacation and all privates decline the use of vacation, a second officer will be allowed to use vacation. All vacations shall be scheduled in accordance with the seniority provisions hereinbefore set forth.

SECTION 3. ACCRUAL OF VACATION

All employees covered by this Agreement shall be allowed to accumulate from year to year vacation leave with a maximum of thirty-two (32) working days. Each employee with accumulated vacation leave may elect either to use his/her accumulated vacation leave or be paid in cash at the rate of pay which this leave is accrued.

SECTION 4. PAYMENT FOR UNUSED VACATION LEAVE

In any case where an employee resigns, retires or otherwise terminates his/her employment with the Town (except in cases of discharge for just cause) and has to his/her credit unused vacation leave, the Town will pay said employee for all such unused vacation time. Payment for each day shall be based upon one-quarter (1/4) of the employee's weekly salary, at the time the Town pays said employee. Payment shall be made within thirty (30) days following the resignation, retirement, or other termination of the employee's employment.

In any case where an employee dies or has to his/her credit unused vacation leave the Town will pay the value thereof to said-employee's estate or to his/her widow/widower, if there be no estate, or to his/her children, if there be no estate or widow/widower. Payment for each such day shall be based upon one-quarter (1/4) of the employee's weekly salary at the time the Town makes said payment. Payment shall be made within thirty (30) days following the death of the employee.

SECTION 5. ADDITIONAL PROVISIONS

A. The amount of vacation earned by Firefighters on a yearly basis shall be based on his/her date of hire.

B. Firefighters qualifying during the fiscal year for additional vacation in accordance with the vacation schedule, due to his/her date of hire shall receive the additional vacation.

C. Firefighters adding additional vacation may pick from the unused vacation slots on his/her particular platoon for that fiscal year.

D. If more than one Firefighter date of hire is on the same date, the senior Firefighter shall have first selection of unused vacation on his/her particular platoon.

ARTICLE IX

SECTION 1. GRIEVANCE PROCEDURE

For the purpose of resolving alleged grievances of members of the West Warwick Fire Department, the following procedure is accepted by the Town of West Warwick.

When a member feels that he/she has a grievance, he/she shall take the matter up with his/her immediate superior within twenty (20) days of the date of occurrence or knowledge thereof, and if it cannot be settled by his/her immediate superior, he/she shall then present this grievance to the Chief of the Fire Department or his/her designee within ten (10) days.

In any case where the grievance has not been settled within ten (10) days of being presented to the Chief of the Fire Department or his/her designee by the foregoing procedure, the member may, in writing, present his/her grievance to the Executive Committee of Local 1104, International Association of Fire Fighters, AFL-CIO. Said Executive Committee shall, within five (5) days of receipt of the grievance, arrange for the member to present his/her grievance at a meeting of a majority of the Executive Committee. It shall be the responsibility of the Executive Committee to determine the justification of the complaint within fifteen (15) days. If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, they shall bring a written grievance to the attention of the Chief of the Fire Department. The Chief of the Fire Department or his/her designee shall meet with the Executive Committee of Local 1104,

International Association of Fire Fighters, AFL-CIO, within five (5) days of request for a meeting for discussion of the grievance. If either party feels it necessary, the individual or individuals involved shall be ordered to appear for the purpose of testifying on the grievance. The Chief of the Fire Department or his/her designee shall render his/her decision in writing within ten (10) days, after hearing the grievance.

In addition to the foregoing procedure, Local 1104 shall have the right to bring a grievance on behalf of any employee or on its own behalf for the violation of any of the terms and conditions of this Agreement. In such case, a written grievance shall be presented directly to the Chief of the Fire Department or his/her designee within thirty (30) days of the date of the occurrence of the alleged violation, and the grievance shall proceed in the same manner as an individual grievance. Any disciplinary action taken against any employee covered by this Agreement including, but not limited to, removal, demotion, reduction in rank or suspension (with or without pay), must be for just cause and shall be subject to the grievance procedure hereinbefore set forth. In all cases of dismissal or suspension, the aggrieved and/or Local 1104 may omit all steps of the grievance procedure prior to submitting a written grievance to the Chief of the Fire Department or his/her designee.

SECTION 2. ARBITRATION

If agreement cannot be reached via the method set forth in Section 1 above on any grievance, the grievance may be referred to arbitration by either parties giving to the other written notice within ten (10) days from and after the last decision under Section 1 above. The parties shall endeavor to select an impartial arbitrator by mutual agreement, but in the absence of such agreement within ten (10) days of receipt of such notice, the matter shall be referred to the American Arbitration Association for the selection of an arbitrator.

All costs and expenses of arbitration shall be shared equally by the parties hereto. In all cases involving a grievance which is submitted to Arbitration before referred to, the individual or individuals having the grievance shall be required to attend and to present his/her grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his own choosing.

Any decision handed down by the arbitrator shall be final and binding upon the parties thereto.

ARTICLE X

SECTION 1. HEALTH CARE

The Town of West Warwick will provide the following medical benefits, family or individual as the case may be to employees as provided in Section 1(a) or Section 1(b) herein:

(a) Health Insurance for Active Employees as outlined below:

The co-payments for medical services under the Town's health care plan shall be as follows:

$15.00/$25.00
$25.00
$100.00
$7/$30/$50 ($75-Rare)
$500.00 per person/$1,000.00 max family

The $500.00 deductible **"does not apply to"** Lab, X-Ray, MRI, CT Scan, Office Visits, Emergency Room, Urgent Care or Drugs.

The $500.00 deductible "applies to" Outpatient Surgery, In-patient Surgery and Child Delivery.

The contribution for active employees who elect to remain in the above described "traditional" plan will be 20% of the so-called working-rate which shall not include a premium for work-related injuries. A copy of the benefit plan for the aforesaid health insurance coverage is attached hereto as Exhibit B.

(b) Health Savings Account:

Implement High deductible plan
$2,000/$4,000 Deductible

Implement HSA Savings Plan with following contributions (pre-tax payroll deduction) for the duration of the Agreement:

Family	Employee:	$2,500	Employer:	$1,500.00
Individual	Employee:	$1,250	Employer:	$750.00

The Employer agrees to contribute $750.00 on January 1 for each employee who is enrolled in the Town's High Deductible Health Plan and an additional $750.00 on January 1 for those employees who are enrolled in the family plan. The Employer further agrees, during the initial plan year, to offer a loan to any employee who, during the initial funding cycle of the HSA and due to the use of medical services, may be required to pay a significant amount of the deductible expense beyond the monies available to the employee in his/her HSA. The Employee must exhaust all available HSA monies before seeking a loan from the Town. Any loan request will be reviewed by the Town. The Town will only approve a loan request where the amount of deductible to be paid by the Employee after exhaustion of the available HSA funds is more than $500. Any loan made under these circumstances must be repaid through a combination of the Employer and Employee HSA contributions, but in no event will the Employee be required to expend more than $2,500 (family) or $1,250 (individual) during the plan year. Any Employee requesting a loan under this provision will be required to sign a document authorizing repayment of the loan to the Town.

During the term of this Agreement, the Town, at its discretion, may provide alternative health insurance coverage which will provide Fire Fighters with the same level of benefits and service, including benefits for any pre-existing condition, as set forth herein. In such cases, the Town will notify and meet with the Union prior to changing health care providers.

Any member activated in to the military will have benefits extended throughout his/her deployment.

A copy of the benefit plan for the aforesaid health insurance coverage is attached hereto as Exhibit C.

(c) Delta Dental Insurance

The Town of West Warwick shall pay the full cost of Delta Dental Level #1, #2, #3, and #4 including Student Rider Age 25 Family or Individual as the case may be. Maximum of $2,000.00 coverage per person per calendar year.

(d) Health Care Benefits -- Retirees

Effective July 1, 2014, health insurance benefits for Members who retire shall be as follows:

(i) No employee who is retired shall be eligible to receive health care benefits unless and until such employee is eligible to receive his or her pension;

(ii) Upon achieving eligibility for health care benefits, a retired employee shall receive the same health care benefit as such employee was receiving immediately prior to retirement;

(iii) The Town's obligation hereunder to provide health care benefits to each retiree shall be suspended if the retiree is receiving the same health care coverage as an employee of some employer other than the Town, and shall cease when the retiree becomes eligible for Medicare. In the latter case, the Town shall provide to each retiree a supplement to Medicare in the form of Plan 65 or its equivalent; and

(iv) The parties agree that any Member who retires on the $500 Deductible Health Plan will contribute four percent (4%) of his/her annual retirement benefit toward health insurance.

(e) Life Insurance

The Town of West Warwick shall pay the sum of Four Hundred ($400.00) Dollars for each employee covered by this agreement for the purpose of life insurance. Such sum shall be paid to Local 1104 before March 15th of each year.

(f) OTHER POST EMPLOYMENT BENEFITS (O.P.E.B.)

All bargaining unit members will contribute One Percent (1%) per week from their wages pre-taxed, toward OPEB. The Town shall establish a trust agreement with a corporate trustee with respect to these OPEB contributions in accordance with R.I.G.L. 45-21-65.

SECTION 2. BURIAL EXPENSES

In any case where an employee dies while a member of the West Warwick Fire Department, the Town shall pay his burial expenses, but its obligation in this regard shall not exceed two thousand five hundred dollars ($2,500.00).

ARTICLE XI

SECTION 1. INJURIES, ILLNESS, OR DEATH IN THE LINE OF DUTY

All employees covered by this Agreement who become incapacitated by reason of injuries received or sickness contracted in the performance of their duties shall be entitled to their full pay during the period of such incapacity and shall be entitled to all medical, surgical, dental, optical, or other attendance or treatment, nurses and hospital services, medicines, crutches and apparatus relating to such injury or illness for such period as is necessary, except that any insurance coverage provided by the Town relating to such treatment, services or equipment first be paid, and the Town shall be obligated to pay only the difference between the maximum amount allowable under said insurance coverage and the actual cost of said treatment, services, or equipment.

SECTION 2. MEDICAL CARE FOR INJURIES ON PRIVATE DETAIL

A. Any employee covered by this Agreement who is injured while on any detail to which he/she is assigned in accordance with departmental procedure and paid by the Town shall be considered as in the employ of the Town and shall be entitled to all of the benefits set forth in Section 1 above.

B. The Town shall be subrogated to the employee's rights to the extent of payments made by the Town pursuant to this section. If the claim of the employee is one under the Workers Compensation Act, the Town may pursue said claim in the name of the employee to recover any such payments made by the Town.

SECTION 3. SPOUSE/FAMILY BENEFITS: WHEN AN EMPLOYEE IS KILLED WHILE ON-DUTY

A. In the event an employee of the Town of West Warwick is killed in the line of duty, the following benefits, in addition to any life insurance, State or Federal payments and benefits, shall be provided to the employee's family:

1. If the employee is married or unmarried with children, the employee shall be automatically promoted one rank above the position the employee occupied at death.

2. If the employee is married or unmarried with children, the employee's family shall receive all accrued unpaid sick and vacation pay due the employee at the time of death.

3. Unless the provisions of R.I.G.L. 45-21.3-2 apply, if the employee is married or unmarried with children, the family shall receive sixty-five percent (65%) of the employee's Basic Annual Salary as defined in Article XIX, Section 3 hereof until the children reach the age of eighteen (18), or until the children reach the age of twenty- six (26) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-six (26) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a Federal program. Notwithstanding the foregoing, if the employee was eligible to retire at the time of his/her death, then sixty-seven and one-half percent (67 ½%) of the benefits that would have been paid to the retired fire fighter had he/she retired shall be paid to his/her dependent spouse in accordance with R.I.G.L. 45-21.3-2.

4. Unless the provisions of R.I.G.L. 45-21.3-2 apply, if the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the percentage of

the employee's Basic Annual Salary as defined in Article XIX, Section 3 hereof to which the employee was vested at the time of his/her death. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), until the spouse remarries, or until covered under a Federal program. Notwithstanding the foregoing, if the employee was eligible to retire at the time of his/her death, then sixty-seven and one-half percent (67 ½%) of the benefits that would have been paid to the retired fire fighter had he/she retired shall be paid to his/her dependent spouse in accordance with R.I.G.L. 45-21.3-2.

5. The spouse will be entitled to the cost-of-living provisions of the respective union contract.

6. In the event that the employee is required to pay a co share for benefits, individuals receiving the above benefits may also be required to provide for the co-share.

SECTION 4. SPOUSE/FAMILY BENEFITS: WHEN A VESTED EMPLOYEE DIES WHILE OFF-DUTY

A. In the event an employee dies while not in the performance of his/her duty as defined in Article V Sections 14, and said death is not considered to be job related, then the following benefits, in addition to any life insurance, State or Federal payments and benefits, shall be provided to the employee's family.

1. Unless the provisions of R.I.G.L. 45-21.3-2 apply, if the vested employee is married or unmarried with children, the family shall receive the percentage of the employee's Basic Annual Salary as defined in Article XIX, Section 3 hereof to which the employee was vested at the time of his/her death. Said payment shall continue until the children reach the age of eighteen (18), or until the children reach the age of twenty-six (26) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-six (26) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's Basic Annual Salary as defined in Article XIX, Section 3 hereof. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a Federal program. Notwithstanding the foregoing, if the employee was eligible to retire at the

time of his/her death, then sixty-seven and one-half percent (67 ½%) of the benefits that would have been paid to the retired fire fighter had he/she retired shall be paid to his/her dependent spouse in accordance with R.I.G.L. 45-21.3-2.

2. Unless the provisions of R.I.G.L. 45-21.3-2 apply, if the employee is married without children, die employee's spouse receive fifty percent (50%) of the percentage of the employee's Basic Annual Salary as defined in Article XIX, Section 3 hereof to which the employee was vested at the time of his/her death. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), until the spouse remarries, or until covered under a Federal program. Notwithstanding the foregoing, if the employee was eligible to retire at the time of his/her death, then sixty-seven and one-half percent (67 ½%) of the benefits that would have been paid to the retired fire fighter had he/she retired shall be paid to his/her dependent spouse in accordance with R.I.G.L. 45-21.3-2.

3. The spouse will be entitled to the Cost-of-Living provisions of the respective union contract.

4. In the event that the employee is required to pay a co share for benefits, individuals receiving the above benefits may also be required to provide for the co share.

It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's Basic Annual Salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension.

SECTION 5. IMMUNIZATION SHOTS

The Town agrees to pay all expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his/her household when such shots become necessary as determined by a physician as a result of said employees exposure to contagious disease where said employee has been exposed to said disease in the line of duty. The Town of West Warwick shall provide to those employees who voluntarily request it, vaccinations against

all types of Hepatitus, Flu Vaccines, and any diseases occupationally acquired, with the Town paying the foil cost.

SECTION 6. LIGHT DUTY

A. ESTABLISHMENT

Employees who suffer a service or non-service connected injury or illness may be assigned to Light Duty positions not to exceed two (2) positions if cleared by the Fire Fighters treating physician. These assignments' shall commence when a Fire Fighter has been absent from duty due to injury or illness for thirty (30) consecutive days of duty. Fire Fighters assigned to Light Duty positions shall not effect minimum manning levels on any platoon in the Department as contained in Article XII Section 2 of the Collective Bargaining Agreement.

B. TYPE OF WORK

Light Duty positions shall be assigned by the Chief of the Department in the Fire Prevention Bureau complying with any and all of the treating Fire Fighters physician's medical requirements.

C. HOURS OF WORK

The Light Duty schedule shall be four (4) eight (8) hour days either Monday through Thursday or Tuesday through Friday, excluding holidays, unless modified by the Fire Fighters treating physician. Fire Fighters on Light Duty assignments shall be allowed to keep all scheduled Doctor appointments, therapy, tests, etc., related to the injury or illness during his/her Light Duty work schedule, without the loss of any type of leave or benefit or the need to make up and time used for these above-cited matters.

D. SALARY AND BENEFITS

Fire Fighters on Light Duty shall receive full salary, wages, allowances, benefits, etc., that are provided for in the Collective Bargaining Agreement based on the Fire Fighters rank, years of service, certification, marital status, etc.

ARTICLE XII

SECTION 1. OVERTIME

Firefighters will be scheduled for twenty four (24) hour shifts. However, for overtime purposes shifts will continue to be divided into ten (10) and fourteen (14) hour shifts.

All hours worked in excess often (10) hours on any day tour or fourteen (14) hours on any night tour shall be compensated for at the overtime rate of pay hereinafter set forth; provided however that employees who normally work forty (40) hours shall be compensated for hours worked in excess of their normal workweek at the overtime rate of pay hereinafter set forth.

Employees who work a normal thirty-five (35) hour workweek shall be compensated for hours worked in excess of their normal workweek at the overtime rate of pay hereinafter set forth.

No overtime pay shall be due and payable for the first thirty (30) minutes of overtime, but for all time worked in excess of thirty (30) minutes with less than one (1) hour shall be compensated for as one (1) full hour's pay at the overtime rate hereinafter set forth; and all overtime worked in excess of one (1) hour shall be compensated for to the next one-half (1/2) hour at the overtime rate of pay hereinafter set forth.

SECTION 2. MINIMUM MANNING

A. There shall be no less than a minimum of fifteen (15) Fire Fighters, which shall include a minimum of six (6) officers and nine (9) privates on duty at all times on each platoon.

B. Four (4) Platoons will consist of one (1) Battalion Chief, one (1) Captain, four (4) Lieutenants, nine (9) Privates and one (1) Fire Alarm Dispatcher.

C. For the fill-in required by Paragraph A above, there shall be established an officers and privates fill-in lists for each platoon. The use of the officers and privates lists shall be on a rotating basis with the employee next in line on the list being the employee to fill in. All fill-ins shall be on strictly voluntary basis.

D. The total personnel for the Fire Department shall be seventy-two (72). There will be four (4) Battalion Chiefs, four (4) Captains, sixteen (16) Lieutenants, thirty-six (36) firefighters, four (4) civilian Fire Alarm Dispatchers, one (1) civilian Chief of Department Administrative Assistant, one (1) civilian Assistant Clerk, one (1) Director of Communications, one (1) Assistant Director of Communications, one (1) Fire Alarm Technician/Firefighter, one (1) Fire Marshal, one (1) Assistant Fire Marshal, and one (1) Fire Inspector.

E. Apparatus will be staffed at all times as follows:

Group:	Staffing:
Battalion 1	Battalion Chief or Captain
Engine 1	1 Officer and 1 Firefighter
Engine 2	1 Officer and 1 Firefighter
Engine 3	1 Officer and 1 Firefighter
Engine 4	1 Officer and 1 Firefighter
Ladder 1	1 Officer and 1 Firefighter
Rescue 1	2 Firefighters/EMT-C
Rescue 2	2 Firefighters/EMT-C

If the crew is assigned to any ancillary duties, they will be assigned as a crew and not be separated.

SECTION 3. CALL BACK

A. Any employee covered by this Agreement who is called back to duty other than as a fill-in under Section 2 above shall be compensated for a minimum of four (4) hours at the overtime rate of pay hereinafter set forth. Any time worked in excess of four (4) hours will also be compensated for at the overtime rate of pay hereinafter set forth

B. In order to determine the employee to be called back, there shall be established a list based upon length of service in the Fire Department for each platoon. The use of the list shall be on a rotating basis with the employee next in line on the list being the employee to be called back. All call bade shall be on a strictly voluntary basis. Notwithstanding the forgoing, call back shall be consistent with the tarns of Article VI, Section 1C (24 Hour Shifts) and procedures as developed by the Department.

SECTION 4. OVERTIME RATE

The hourly rate of overtime for all employees covered by this Agreement shall be time and one-half (1-1/2) the employee's regular rate. "Hourly rate" as used in the preceding sentence is l/42nd of the weekly rate for those employees working an average workweek of forty-two (42) hours (24 hour schedule). l/40th for those employees working forty (40) hours, and l/35th for those employees working thirty-five (35) hours.

SECTION 5. CIVILIAN FIRE ALARM DISPATCHERS AND FIRE ALARM TECHNICIAN/FIRE FIGHTER

A. The four (4) Civilian Dispatcher's position will work a regular schedule of twenty four (24) hours on duty, twenty four (24) hours off duty, twenty four (24) hours on duty, five (5) days off duty and then the schedule repeats. Employees shall maintain a certification, as determined by the Chief of the Department.

B. The Fire Alarm Technician/Fire Fighter's position will work a regular schedule of four (4) ten (10) hour days from Monday through Friday with the days worked to be determined by the Chief of the Department.

C. In the event there, is a day or short-term vacancy in the position of Civilian Dispatcher, the Fire Alarm Technician/Fire Fighter may be directed to fill the vacancy, but only during normal working hours. In the event there is a vacancy in the position of Civilian Dispatcher, due to sick leave over fifteen (15) days, death, retirement or termination, the Town shall have the ability to move the Fire Alarm Technician/Fire Fighter into a Dispatcher's position. This temporary transfer will cease when the affected Civilian Dispatcher returns to duty or the

position is filled. There will be no reduction in salary, wages or benefits for the temporarily transferred Fire Alarm Technician/Fire Fighter.

D. Uniform allowance for the Civilian Dispatcher's shall be the same as for dispatchers under the AFSCME contract with continuous parity. Clothing allowance shall be paid on the first pay period in October of each contract year.

ARTICLE XIII

SECTION 1. SALARIES

Salaries for employees of the West Warwick Fire Department shall be as follows:

	Weekly	Annually
Director of Communications	$1,311.44	$68,194.88
Fire Marshal	$1,311.44	$68,194.88
Battalion Chief	$1,235.11	$64,225.72
Assistant Director of Communications	$1,162.59	$60,454.68
Asst. Fire Marshal	$1,162.59	$60,454.68
Captain	$1,158.76	$60,255.52
Lieutenant	$1,082.44	$56,286.88
Fire Inspector	$1,082.44	$56,286.88
Fire Alarm Technician/Fire Fighter	$1,082.44	$56,286.88
Private (Firefighter 1st Class)	$1,006.05	$52,314.60
Firefighter 2nd Class	$905.44	$47,082.88
Firefighter 3rd Class	$804.84	$41,851.68
Firefighter 4th Class	$774.74	$40,286.48
Probationary Fire Fighter	$704.24	$36,620.48
Administrative Assistant	$821.66	$42,726.32
Assistant Clerk	$745.27	$38,754.04
Civilian Dispatcher	$711.69	$37,007.88
Civilian Dispatcher (prob. 1yr)	$675.32	$35,116.64

The parties agree that any firefighter hired on or after July 1, 2014 shall be eligible to receive wages subject to the following schedule:

Probationary firefighter – receive 60% of the salary of a 1st class firefighter (private) for 12 months;

4th class firefighter – receive 70% of salary of a 1st class firefighter (private) for 2nd 12 months (month 13 through 24).

3rd class firefighter – receive 80% of the salary of a 1st class firefighter (private) for 3rd 12 months (month 25 through 36);

2nd class firefighter – receive 90% of the salary of a 1st class firefighter (private) for 4th 12 months (month 37 through 48); thereafter, the firefighter will be paid at the full rate of a 1st class firefighter (private).

SECTION 2. WEEKLY SALARY

All employees of the West Warwick Fire Department covered by this Agreement shall be paid on Wednesday of each week.

SECTION 3. LONGEVITY PAYMENTS

(a) Each regular, permanent member of the Fire Department shall be entitled to Longevity Payments after he/she has served as a member of the Fire Department for a period of four (4) years, including his probationary time. Payments for Longevity shall be in accordance with the following schedule:

(i) For Firefighters hired on or before June 30, 2014, the longevity schedule shall be as follows:

4 years to less than 8 years	5% of annual salary
8 years to less than 12 years	6.50% of annual salary
12 years to less than 16 years	7.50% of annual salary
16 years to less than 20 years	9.50% of annual salary
20 years and over	11.5% of annual salary

(ii) For Firefighters hired after June 30, 2014, the longevity schedule shall be as follows:

After 5 years	5% annual salary
10 years	6.55% annual salary
15 years	7.5% annual salary

20 years	9.5% annual salary
25 years	11.5% annual salary

(b) Longevity shall be calculated and paid based upon each employee's date of hire. The first longevity payment or step increase shall be from such employee's anniversary date forward. By way of example only, if an employee's anniversary date is October 1, and the employee is due a step increase, the employee's longevity payment will be based upon the prior step for the months of July to September and upon the step increase for the succeeding period of October to June.

(c) Any member entitled to Longevity Payments shall be paid the same in one (1) lump sum in the first pay period of November in each year. All Longevity Payments shall be made in separate checks.

(d) Any employee who receives a longevity payment and terminates employment with the Town prior to June 30, of any year, shall reimburse the Town to the extent any longevity payment so received was based upon time not actually served.

ARTICLE XIV

SECTION 1. PAID HOLIDAYS

(a) The following shall be annual paid holidays for all members of the West Warwick Fire Department covered by this Agreement:

New Years' Day	Firemen's Memorial Sunday
Martin Luther King's Birthday	V.J. Day
Washington's Birthday	Labor Day
Easter Sunday	Columbus Day
Rhode Island Independence Day	Armistice Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(b) Holiday pay shall be computed at the employee's most recent daily rate of the member's salary and shall be paid to each member covered by this contract over and above his weekly

salary. The additional pay for all Firefighters who work on any of their scheduled holiday shall be as follows:

(i) Firefighters who work from 12:00 a.m. to 7:30 a.m. shall receive an additional 3.75 hours at straight time.

(ii) Firefighters who work from 7:30 a.m. to 12:00 a.m. shall receive an additional 6.75 hours at straight time.

(c) For the period commencing July 1, 2014 through and including June 30, 2017, the payment of four (4) annual paid holidays consisting of Rhode Island Independence Day, Memorial Day, Columbus Day and Armistice Day shall be deferred by Firefighters until their retirement. The deferred payment at retirement shall be calculated at the rate of the rank of the firefighter at the time of retirement. The deferred payment at retirement shall be credited to the Retiree's severance pay not retirement.

(d) From and after July 1, 2017 through the last day of this Agreement, the paid holidays shall be no less than those set forth in Section 1(a) hereof.

ARTICLE XV

SECTION 1. TRAINING AND RESCUE

A. TRAINING, RESCUE, HAZMAT, SCBA, AND HOSE OFFICER

1. The Training Officer and the Rescue Officer shall be appointed by the Fire Department Chief.

2. They shall be allowed time off without being required to repay the Department for any such time to attend any classes, seminars, workshops, or training exercises.

3. The Town of West Warwick shall assume the cost of any and all expenses incurred for training.

4. The HAZMAT, SCBA, TRAINING OFFICER and HOSE OFFICER shall receive a twenty-five ($25.00) Dollar per week stipend.

SECTION 2.

Fire Prevention Bureau Table of Organization

There will be the following positions in the Fire Prevention Bureau:

One (1) Fire Marshal paid at the pay grade of the Director of Communications.

One (1) Assistant Fire Marshal paid at the pay grade of Captain.

One (1) Fire Prevention Inspector paid at the pay grade of Lieutenant

Fire Marshal Qualifications

1. Certified as an Assistant Deputy State Fire Marshal in the State of Rhode Island.
2. One (1) year of service in the Fire Prevention Bureau.

Assistant Fire Marshal

1. Certified as an Assistant Deputy State Fire Marshal in the State of Rhode Island.
2. Six (6) months service in the Fire Prevention Bureau.

For purposes of bidding on a vacancy in the Fire Marshal or Assistant Fire Marshal positions, notwithstanding anything to the contrary, such bids will be awarded as follows:

1. The person that meets the qualifications will be awarded the position.
2. If two (2) or more candidates have equal qualifications then time served in Fire Prevention or Fire Alarm will break the tie. Seniority will prevail if multiple candidates are equally qualified and have equal time served in Fire Prevention or Fire Alarm.

Fire Prevention Inspector

1. Certified as soon as a class is available for certification as an Assistant Deputy State Fire Marshal in the State of Rhode Island.

The Fire Prevention Inspector position shall be bid in accordance with the provisions of Article HI, Section 2.

All costs associated with attaining Certification as an Assistant Deputy State Fire Marshal in the State of Rhode Island shall be borne solely by the Town of West Warwick.

No loss of pay or benefits would occur while a member attends certification classes.

Fire Alarm Division

The Fire Alarm Division shall consist of the following positions:

One (1) Director of Communications

One (1) Assistant Director of Communications

One (1) Fire Alarm Technician at the pay grade of Lieutenant

Director of Communication Qualifications

1. IMSA Certification for Interior Fire Alarm Level I and II
2. IMSA Municipal Fire Alarm Certification Level I and III
3. IMSA Fire Alarm 100 Mil Certification and Work Zone Safety Certification
4. Certification as an Assistant Deputy State Fire Marshal with Fire Alarm endorsement
5. One (1) year of service in the Fire Alarm Division.

Assistant Director of Communications Qualifications

1. IMSA Certification for Interior Fire Alarm Level I and II
2. Municipal Fire Alarm Certification Level I and II
3. Fire Alarm 100 MIL Certification and Work Zone Safety Certification.
4. Certification as an Assistant Deputy State Fire Marshal with Fire Alarm endorsement
5. Six (6) months in the Fire Alarm Division

Additional Certifications required for the Director of Communications position costs shall be borne solely by the Town of West Warwick.

For purposes of bidding on a vacancy in the Director of Communications or Assistant Director of Communications positions, notwithstanding anything to the contrary, such bids will be awarded as follows:

1. The person that meets the qualifications will be awarded the position.
2. If two (2) or more candidates have equal qualifications then time served in Fire Prevention or Fire Alarm will break the tie. Seniority will prevail if multiple candidates are equally qualified and have equal time served in Fire Prevention or Fire Alarm.

Fire Alarm Technician Qualifications

1. Five (5) years of service as a firefighter in the West Warwick Department.
2. Additional Certifications required for the Director of Communications position and the Assistant Director of Communications position.

All costs associated with these above cited certifications shall be borne solely by the Town of West Warwick. No loss of pay or benefits would occur while members attend certification classes.

The Fire Alarm Technician position shall be bid in accordance with the provisions of Article III, Section 2.

Any additional certifications for the positions in the Fire Prevention Bureau and the Fire Alarm Division shall be negotiated between the Town of West Warwick and the West Warwick Firefighters Local #1104 International Association of Firefighters, A.F.L.-C.I.O.

ARTICLE XVI

SECTION 1. TEMPORARY SERVICE OUT OF RANK

All employees covered by this Agreement who are ordered to assume the responsibilities of a higher rank shall be compensated for this service, for all time spent at the higher rank, at the same rate of pay as the man for whom he is filling in. In case where an employee fills in for another employee two (2) steps or more higher than his/her own rank, he shall be compensated for such fill-in at the next highest rank above his/her own and shall be compensated at such rate for all time spent at such higher rank.

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 provided in Article XI, Section 1, of this Agreement, including pay, at the rate he/she was receiving while serving out of rank.

1. There shall be an Officer or Acting Officer on the Department's four (4) Engine Companies and one (1) Ladder Company.

2. There shall be no less than six (6) Officers on duty on the above-cited apparatus for all day/night tours of duty.

3. When any of the four (4) Platoons are at or above the contractual minimum manning requirement, an Acting Officer can be utilized based on seniority of the certified promotional list on the affected Platoon. This utilization shall be based on staffing projection formulated on the last night tour of duty for the upcoming first day tour of duty or whenever the Platoon strength is at or above the minimum manning contractual requirement.

4. Fire Fighters of the Department who assume the responsibilities of a higher rank who receive a service connected injury or illness shall receive all the benefits provided for by Rhode Island General Law 45-19-1.

SECTION 2. COMPENSATORY TIME

All employees covered by this Agreement who work Christmas Day, December 25 (day or night), shall be compensated with a day off for each fall shift that encompasses part of Christmas Day, that he is required to work. Days off are to be taken at a time to be agreed upon between the employee and the Chief of the Fire Department.

SECTION 3. PERSONAL DAYS

All employees covered by this Agreement shall be entitled to two (2) additional days off to be known as "Personal Leave Days." These days shall be taken at a time to be agreed upon between the employee and the Chief of the Department. The use of personal days will not be constrained in cases of family or personal emergencies. In addition, each employee with one (1) or more years of service shall be entitled to one (1) additional personal day per year.

ARTICLE XVII

SECTION 1. PENSION PLAN

The Town of West Warwick will provide a pension plan for all permanent members of the West Warwick Fire Department.

SECTION 2. ELIGIBILITY

A. It will be required as a condition of employment to become a member of the plan upon initiating employment.

SECTION 3. CONTRIBUTIONS

A. Members contributions to the Pension Plan shall be Twelve Percent (12%) of Basic Annual Salary and will be taken out on a weekly pretax basis. Effective July 1, 2015 and thereafter, member contributions to the Pension Plan shall be Thirteen Percent (13%) of Basic Annual Salary, and will be taken out on a weekly pretax basis. All members shall continue to

make contributions to the Pension Plan while employed by the Town for all years of employment.

B. The Town of West Warwick will contribute the additional money required to provide a pension and will assume the cost of administering the plan.

C. Any newly hired Administrative Assistants and Assistant Clerks shall be covered under the Town of West Warwick Pension Plan for other than Police and Fire Employees.

D. COLA SUSPENSION: (i) The annual cost-of-living adjustment ("COLA") due to each firefighter Member on account of the pension benefit as provided for in the CBA shall be suspended commencing on each firefighter Member's retirement date until the earlier of: (a) Seven (7) years from the firefighter Member's retirement date; (b) or the date such firefighter Member attains the age of 62 and one-half years. When it resumes, the COLA shall be calculated at an annual rate of Two and 25/100 Percent (2.25%), simple interest, for a period of Fifteen (15) years.

(ii) The COLA due to each widow of a deceased firefighter Member shall be suspended until the earlier of: (a) Seven (7) Years from the deceased firefighter Member's retirement; (b) Seven (7) Years from the deceased firefighter Member's death; or (c) the date of which such deceased firefighter Member would have attained the age of 62.5 years. When it resumes, the COLA shall be calculated at an annual rate of Two and 25/100 Percent (2.25%) simple interest for a period of Fifteen (15) Years.

(iii) The COLA due to each civilian Member shall be suspended until the earlier of: (a) Seven (7) Years from the civilian Member's pension commencement date; or (b) the date such civilian Member attains the age of 67 years. When it resumes, the COLA shall be calculated at an annual rate of Two and 25/100 Percent (2.25%) simple interest for a period of Fifteen (15) Years.

(iv) The COLA due to each widow of a deceased civilian Member shall be suspended until the earlier of: (a) Seven (7) Years from the deceased civilian Member's pension commencement date; (b) Seven (7) Years from the deceased civilian Member's death; or (c) the date on which

such deceased civilian Member would have attained the age of Sixty-Seven (67) years. When it resumes, the COLA shall be calculated at an annual rate of Two and 25/100 Percent (2.25%) simple interest for a period of Fifteen (15) Years.

SECTION 4. BENEFITS

(a) An eligible employee's pension benefit shall be earned and accrued at an initial annual rate of Two and Two-Tenths Percent (2.20%) per year for the first twenty-five (25) years of employment, and at an annual rate of Three Percent (3%) per year for twenty-five (25) to thirty (30) years of employment. In all events, the maximum annual pension benefit shall be Seventy Percent (70%) of the pension amount as hereinbefore calculated. Further, the aforesaid earn and accrual rate shall apply to both past and future employment.

(b) An eligible member's pension benefit shall be calculated based upon the average of the three highest consecutive years of the member's Basic Annual Salary as defined in Article XIX, Section 3 hereof.

SECTION 5. RETIREMENT AGE

1. (a) Effective July 1, 2014 and thereafter, the retirement age for all current firefighter Members shall be the earlier of: (i) age 62; or (ii) age 50 and 25 years of service. Four (4) current firefighter members shall be exempt from this paragraph: Donald Johnson, Mark D'Andrea, Stephen Harter and William Singleton (the "Exempt Members"). The Exempt Members shall continue to be permitted to retire in accordance with the prevailing CBA and Pension Plan such that they will be permitted to retire at the earlier of age 62.5 or 20 years of service;

(b) Effective July 1, 2014, for any firefighter Members hired on or after such date, the retirement age shall be earlier of: (i) age 62; or (ii) age 55 and 25 years of service.

(c) Effective July 1, 2014 and thereafter, a civilian Member may retire after Ten Years of service but shall not begin receiving his or her pension benefit until such Member attains the age of Sixty (60) Years.

SECTION 6. COMPULSORY RETIREMENT

Firefighter Members shall be required to retire on the first day of the month next following the employee's 62.5 birthday.

SECTION 7. OCCUPATIONAL DISABILITY RETIREMENT

Members covered by this agreement who have less than 25 years of service, who remain away from their regular employment as Firefighters for the Town, due to injury or illness contracted in the performance of their duties shall, at the expiration of 18 continuous months, return to regular duty within 30 days thereafter, or shall be deemed physically unfit for duty, and therefore shall retire on occupational disability and receive two-thirds (2/3) of their Basic Annual Salary. This benefit will continue for the period of such disability or, if sooner, until the date upon which the member would have completed twenty-five (25) years of service and qualified for service retirement had the member rendered service without interruption, at which time, the member shall receive an occupational disability benefit of Fifty-Five Percent (55%) of the Basic Annual Salary of active employees who then occupy the same position as the member did upon retirement. The COLA for such members shall be treated in accordance with Section 3D hereof.

Members who retire on an occupational disability on or after twenty-five (25) years of employment shall receive two-thirds (2/3) of their Basic Annual Salary. This benefit shall continue for the lifetime of the Member.

SECTION 8. ORDINARY DISABILITY RETIREMENT

Members who retire on a non-occupational disability prior to Ten (10) Years of employment, shall receive Twenty-Five Percent (25%) of Basic Annual Salary. Members who retire on non-occupational disability on or after Ten (10) Years of employment shall receive Twenty-Five (25%) of Basic Annual Salary, an increase of Two and Two-Tenths Percent (2.20%) of Basic Annual Salary for each year of employment between Ten (10) and Twenty-Five (25) Years, and an increase of Three Percent (3%) of Basic Annual Salary for each year of employment between Twenty-Five (25) and Thirty (30) years.

ARTICLE XVIII

SECTION 1. COURT DETAIL

Any employee covered by this Agreement who may be summoned to Court for Fire Department business while off duty will be paid a minimum of four (4) hours at the overtime rate of pay' hereinbefore set forth in Article XII, Section 4, and at the overtime rate of pay for all time in excess of four (4) hours.

ARTICLE XIX

SECTION 1. SPECIAL DUTY WAGES

A. Special duty shall be defined as Fire Department work requested by a private individual, organization, or concern. The hourly rate for special duty shall be time and one-half (1-1/2) their hourly rate of pay with a minimum guarantee of four (4) hours. Special duty will be assigned in accordance with the list established for callbacks as set forth in Article XII, Section 3. Special details shall be on a purely voluntary basis. From May 1 through September 30, all special details shall be done in the regular work uniform of each employee.

B. In any case where an employee covered by this Agreement has not been compensated for any work on a private detail, within thirty (30) days of completion of said detail, the employee shall be paid in full for his/her services by the Town of West Warwick on the next following payday.

C. If any apparatus or equipment is needed on a special duty detail, it will require the hiring of two (2) employees to operate each piece of apparatus or equipment.

SECTION 2. PARADE DETAIL

The Town of West Warwick recognizes and agrees that all employees participating in parades in or out of the Town of West Warwick do so on a purely voluntary basis.

SECTION 3. BASIC ANNUAL SALARY

The term "Basic Annual Salary" as used in this Agreement shall mean the total of annual salary (Article XIII Section 1), longevity payments (Article XIII Section 3), holiday pay (Article XIV Section 1) and payments for EMTC pay (Article XIX Section 4).

SECTION 4. RESCUE PERSONNEL

Any private covered by this Agreement who is EMTC Certified shall be known as a Rescueman and shall receive as salary an amount equal to that paid a Lieutenant.

The officer in charge of rescue, who is currently EMTC Certified, shall receive a pay differential equal to the next highest rank above the rank which such officer holds as per the salary schedule set forth in Article XIII, Section 1, hereof. If such officer is subsequently promoted to a higher rank, he/she shall receive the pay applicable to the higher rank only.

Any officer who, on the effective date hereof is EMTC Certified shall receive a pay differential equal to the next highest rank above the rank which such holds, as per the salary schedule set forth in Article XIII, Section 1 hereof.

There shall be assigned to each rescue vehicle equipped with telemetry equipment, two (2) employees who shall be EMTC Certified, and such employees shall maintain such certification at all times.

SECTION 5. EDUCATION

A. Any employee covered by this Agreement who attends any school or class pertinent to his/her profession as a Fire Fighter, Rescueman, Fire Inspector or Fire Alarm Worker, and who must do so during this regular scheduled tour of duty, shall be replaced by the Department for the duration of the class or school. Thus, each employee having to do so would not be required to repay the Department for his/her replacement while attending such class or school. The Town shall pay in advance all expenses for such education including tuition, books, fees, or any other charges, provided that the employee shall reimburse the Town if he/she fails to successfully pass the course or courses, unless he/she is prevented from doing so for reason of injury or illness.

B. Each member shall be limited to two (2) courses per semester per Fiscal Year.

C. Total cost of the program shall be limited Twenty-Five Thousand ($25,000.00) Dollars. Funds shall not be used to cover any expenses for the Chief of the Department.

D. After payment is made with regard to Item B, any monies left over shall be equally divided to pay for additional courses, other than the ones required for payment in Item B, taken by any employees.

SECTION 6. LEGAL ASSISTANCE AND INDEMNIFICATION

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

SECTION 7. HEALTH AND SAFETY COMMITTEE

It is the desire of the Town and Local 1104 to maintain high standards of safety and health in the Fire Department, in order to eliminate, as much as possible, accidents, deaths, injuries, and illness in the fire service.

Protective devices, wearing apparel, and other equipment, to properly protect firefighters shall be provided by the Town. These devices, wearing apparel, and equipment shall be inspected by the Health and Safety Committee on a periodical basis to insure proper maintenance and replacement.

The Town and Local 1104 shall each appoint two (2) members to the Health and Safety Committee. This Committee will meet at least once a month and discuss safety and health conditions. This Joint Health and Safety Committee shall, cooperate with, and coordinate its activities with the Safety Department of the Town.

Health and Safety Committee members will be granted time off with pay when meeting jointly with the Town, and for any inspection or investigation of safety or health problems in the Fire Department

The Town shall not restrict the Safety Committee members from any Fire Department facility when investigating health and safety conditions.

The Committee will be guided by, but not limited to, the following principles:

A. Make immediate detailed investigation into each accident, death or injury, to determine the fundamental causes.

B. Develop data to indicate accident sources and injury rates. Develop uniform procedures.

C. Inspect Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures. Recommend changes or additions to protective equipment, protective apparel, or devices for the elimination of the hazards of fire duty.

D. Promote safety and first aid training for committee members and fire department employees.

E. Participate in advertising safety and in selling the safety program to the employees through department meetings. In line with the goals listed above, the Committee shall:

1. Make periodic inspections of the fire department facilities; but not less frequently than monthly.

2. Make recommendations for the elimination of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.

3. Review and analyze all reports of accidents, deaths, injuries, and illness. Investigate causes, and recommend rules and procedures for the promotion of health and safety of fire department employees.

4. Keep minutes of all Joint Committee meetings, and a written report shall be prepared for review at the next Committee meeting. A record shall be kept of accidents, injuries, and illnesses and shall be maintained by the Town and made available on request to the Health and Safety Committee.

All disputes arising under this Article and not resolved by the Committee shall be considered proper subjects for adjustment under the Grievance Procedure. Any such grievance shall be investigated, and when filed by Local 1104 in accordance with the Grievance Procedure, shall be processed through the Grievance Procedure up to and including arbitration.

SECTION 8. AERIAL APPARATUS TESTING

All aerial ladder equipped apparatus either in service or reserve shall be tested by a reputable testing firm at least once annually and in accordance with the guidelines as set forth by the International Association of Fire Fighters Research Department. If the testing of the above mentioned apparatus can be conducted properly by department personnel, it shall be allowed, provided however, that all guidelines are adhered to properly.

SECTION 9. FIRE ALARM MAINTENANCE

In the event the fire alarm maintenance vehicle is needed and operated for any reason other than transportation, there shall be a minimum of two (2) employees at all times to operate said vehicle.

SECTION 10. PROTECTION OF FIRE FIGHTERS

The Town shall maintain exhaust fans or adequate ventilation equipment at stations where diesel exhaust is generated sufficiently adequate to provide necessary protection to firefighters.

ARTICLE XX

SECTION 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance and Arbitration Procedure set forth in this Agreement, Local 1104, International Association of Fire Fighters, AFL-CIO, for itself and for all employees covered by this Agreement, hereby agrees that no employees covered by this Agreement shall have any right to engage in any work stoppage, slowdown, or strike, and that if any unauthorized or wildcat work stoppage, slowdown or strike shall take place, it will immediately notify such employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such work stoppage, slow-down, or strike is illegal and unauthorized.

ARTICLE XXI

SECTION 1. LAYOFF OF EMPLOYEES

In the event that the Town, at any time during the term hereof lays off employees covered by this Agreement, the same shall be done on a strict seniority basis; that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first employee to be laid off and so on until the number required to be laid off has been met.

No layoffs shall be made without the Town having consulted and discussed such layoffs with Local 1104 with a view toward minimizing the number of employees to be laid off and to discuss taking such action as may be possible to avoid the layoff of any employees.

SECTION 2. MUTUAL AID

In any case where the Town has a mutual aid agreement with any city or town in the State of Rhode Island and the members of the permanent paid Fire Department of such city or town have set up a picket line, employees covered by this Agreement shall not be ordered to engage in firefighting services in said city or town where the picket line has been established, except in cases of working fires or rescue work.

SECTION 3. LAYOFF-REHIRE

In the event employees over the number specified in Article XH, Section 2, hereof, are laid off for any reason, the Town will not hire new employees until all employees who are laid off have been rehired.

SECTION 4. SAFE VEHICLES

The Town shall not require employees to take out on the streets or highways any fire vehicle that is not in safe operating condition or equipped with the safety appliances, prescribed by law. It shall not be a violation of this Agreement for an employee to refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until die maintenance department has made the necessary repairs. After the equipment is repaired, the Town shall place on such equipment an "OK" in a conspicuous place so all employees can see the same.

ARTICLE XXII

SECTION 1. NONRESIDENCY

The Town of West Warwick agrees that residency within the Town of West Warwick shall not be required by an employee of the West Warwick Fire Department and covered by this Agreement as a condition of continued employment in the West Warwick Fire Department.

ARTICLE XXIII

SECTION 1. NO CONTRACTING OUT

There shall be no contracting out of any services currently being performed by bargaining unit employees, with the exception of communications relevant to 911.

ARTICLE XXIV

SECTION 1. DURATION OF AGREEMENT

A. As of the date of the signing of this Agreement, there are no other written agreements between the parties. This provision is not intended to limit or increase any rights the parties may have otherwise to retain the duly established past practices of the parties.

B. Subject to enactment of appropriate legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of five years, this Agreement shall be for a period of five (5) years, commencing July 1, 2014 and ending June 30, 2019. In the event the General Assembly does not enact such legislation, this Agreement shall be for a period of three (3) years commencing July 1, 2014 and ending June 30, 2017.

C. In the event this collective bargaining agreement is for five (5) years, the parties agree that during the fiscal year 2017 to 2018, this Agreement shall be reopened with respect to wages, holidays, and overtime in light of the Town's then fiscal condition and the health of the Pension Plan.

IN WITNESS WHEREOF, the Town of West Warwick has caused this instrument to be executed and its corporate seal to be affixed by Frederick Presley, Town Manager Town of West Warwick as of the day and year first above written; and the said Local 1104, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be executed by William Leahy, its President, thereunto duly authorized, as of the day and year first above written.

EXECUTED IN THE PRESENCE OF:

Elaine L. Marsden

V - President Local 1104

TOWN OF WEST WARWICK

By: Frederick J. Presley
Town Manager

By: William J. Leahy
President IAFF Local 1104

By: David Cassidy