

**TOWN OF WEST WARWICK**

**RESOLUTION**

**OF**

**TOWN COUNCIL**

**2014**

**SUBJECT: APPROVAL OF COLLECTIVE BARGAINING AGREEMENTS,  
MEMORANDA OF UNDERSTANDING, AND THE FIVE YEAR FINANCIAL PLAN  
SET FORTH IN THE LIST ATTACHED HERETO AS EXHIBIT A.**

**RESOLVED THAT THE TOWN COUNCIL HEREBY AUTHORIZES THE TOWN  
MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENTS,  
MEMORANDA OF UNDERSTANDING AND THE FIVE YEAR FINANCIAL PLAN  
REFERRED TO IN THE ATTACHED EXHIBIT A AND TO TAKE ALL STEPS  
NECESSARY TO THE IMPLEMENTATION THEREOF, INCLUDING, WITHOUT  
LIMITATION, HEREINAFTER MAKING SUCH CHANGES AND REVISIONS TO THE  
COLLECTIVE BARGAINING AGREEMENTS, THE MEMORANDA OF  
UNDERSTANDING AND THE FIVE YEAR FINANCIAL PLAN AS HE DEEMS  
NECESSARY OR ADVISABLE, PROVIDED, HOWEVER, THAT IN THE EVENT  
SUCH CHANGES AND REVISIONS ARE OF A MATERIAL NATURE, THE TOWN  
MANAGER SHALL OBTAIN THE APPROVAL OF THE TOWN COUNCIL PRIOR TO  
THE IMPLEMENTATION THEREOF.**

**PASSED AND APPROVED THIS 1<sup>ST</sup> DAY OF APRIL, 2014.**

**APPROVED: \_\_\_\_\_  
DAVID GOSSELIN, JR., TOWN COUNCIL PRESIDENT**

**ATTEST: \_\_\_\_\_  
MARIANNE KELLY, CMC, COUNCIL CLERK**

**EXHIBIT A**

A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WEST WARWICK AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 312 REGARDING PENSION AND HEALTHCARE BENEFITS, AND COLLECTIVE BARGAINING.

A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF WEST WARWICK AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 312 FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014.

A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF WEST WARWICK AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 312 FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2019.

A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WEST WARWICK AND LOCAL 1104, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO REGARDING PENSION AND HEALTHCARE BENEFITS, AND COLLECTIVE BARGAINING.

A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF WEST WARWICK AND LOCAL 1104, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014.

A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF WEST WARWICK AND LOCAL 1104, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2019.

A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WEST WARWICK AND R.I. COUNCIL 94, AFSCME, AFL-CIO ON BEHALF OF WEST WARWICK TOWN EMPLOYEES LOCAL 2045 REGARDING PENSION AND HEALTHCARE BENEFITS, AND COLLECTIVE BARGAINING.

THE TOWN OF WEST WARWICK'S FIVE (5) YEAR FUNDING PLAN.

# Memorandum of Understanding

Between

The Town of West Warwick

and

International Brotherhood of Police Officers Local 312

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This Memorandum of Understanding is made and entered into this \_\_\_\_ day of April 2014 by and between the Town of West Warwick (the "Town") and International Brotherhood of Police Officers Local 312 (the "Police Union").

WHEREAS, the Town and the Police Union are parties to that certain collective bargaining agreement for the period July 1, 2011 to June 30, 2013 (hereinafter the "CBA");

WHEREAS, in or about 1957, the Town as created the Pension Plan of the Town of West Warwick, for the Police Union and Local 1104, International Association of Firefighters AFL-CIO, which pension plan has been amended and restated in numerous occasions including, without limitation, in July 1999 and October 2000, and further amended by ordinances of the Town (hereinafter collectively the "Pension Plan");

WHEREAS, the CBA and the Pension Plan provide certain pension and other benefits to the members of the Police Union (hereinafter the "Member" or the "Members");

WHEREAS, as more particularly documented September 24, 2012 Retirement Plan Design report of NYHART (the "NYHART Report"), and the Town's October 3, 2012 Proposed Corrective Action Report (the "Town Report"), the Town's finances and its pension system are under tremendous strain and are in crisis;

WHEREAS, the NYHART Report and the Town Report make numerous recommendations for changes in the pension and other benefits of the Police Union, among others, under the CBA and the Pension Plan; and

WHEREAS, the Town and the Police Union have negotiated in good faith in an effort to reach a mutually satisfactory agreement in respect of the proposed changes in pension and other benefits.

NOW, THEREFORE, the parties hereto, hereby agree as follows:

1. The parties hereto agree that they shall each submit to their respective constituencies and/or superiors and recommend for approval, the agreement contained herein.
2. This agreement and the parties obligations contained herein shall be conditioned on the following:
  - (a) An affirmative vote of the Police Union and the Town Council approving the agreement contained herein;
  - (b) the entry of a mutually acceptable Consent Judgment, in a friendly suit to be hereinafter commenced by the Town against the Police Union, containing the terms and conditions of this agreement;
  - (c) as to the collective bargaining agreement for the period commencing July 1, 2014 through and including June 30, 2019 as hereinafter identified, the enactment of legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of five years;
  - (d) the incorporation of the terms hereof into a mutually acceptable collective bargaining agreements for the six month period commencing July 1, 2013

through and including June 30, 2014, and the sixty month period commencing July 1, 2014 through and including June 30, 2019;

- (e) the passage of amendments to the Town's pension ordinance and the Pension Plan to effectuate the applicable terms hereof; and

3. Except as expressly amended hereby, the terms and provisions of the CBA and the Pension Plan remain extant and in full force and effect as to Members until the next collective bargaining agreement is entered into by way of negotiated settlement or arbitration, which shall also incorporate the terms of this Memorandum of Understanding.

4. Solely between the parties hereto, the phrase "Annual Base Salary" as contained herein shall mean annual salary, longevity, the wellness stipend and 105 hours of holiday pay at the Member's hourly rate of pay during each fiscal year, but shall exclude overtime, clothing allowance, sick bonus or any other payment that is not part of the Member's weekly earnings.

5. Effective July 1, 2014, any Member hired on or after July 1, 2014 who completes twenty (20) years of service but has not reached the requisite age of 50 may retire; however, that Member shall not be eligible to receive his or her pension until fifty (50) years of age. The pension for each Member shall be as set forth in paragraph 8 hereof.

6. Effective January 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Ten Percent (10%) of Annual Base Salary. Effective July 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Eleven Percent (11%) of Annual Base Salary. Effective July 1, 2015 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to Twelve Percent (12%) of Annual Base Salary. The aforesaid Member contributions shall continue for all years of service.

7. Effective July 1, 2014 and thereafter, the Town shall pay into the Pension Plan One Hundred Percent (100%) of the Annual Required Contribution as determined by the Town's actuary.

8. For all active Members who have Twenty (20) years of service as of June 30, 2014, the amount of the pension benefit as provided in the CBA shall not change. For all other active employees, effective July 1, 2014 and thereafter, the pension benefit for any retiring Members shall be calculated as of the date of retirement in accordance with the following schedule which shall apply to both past and future service:

<u>Years</u>	<u>Percentage Benefit</u>
20	50
21	51
22	52
23	53
24	54
25	55
26	57.5
27	60
28	62.5
29	65
30	67.5
31	70

By way of explanation, a Member will earn 2.5% of pay for the first twenty years of service, 1.0% of pay for the succeeding five years of service, and 2.5% of pay for the succeeding six years of service.

9. (a) With respect to any Member who becomes occupationally disabled as provided in the Pension Plan, should said employee become gainfully employed again as a police officer, the Town of West Warwick shall be relieved from said disability pension obligation to that employee. That

employee shall then receive what is otherwise known as a “normal retirement pension” based on the numbers of years served within the Town of West Warwick with all other rights, benefits, privileges and compensation so entitled.

(b) As a condition for the receipt Occupational Disability benefits, the member shall file every year with the Pension Board and Town Finance Director a sworn written report of his or her earned income for the one-year period immediately preceding the filing of the report, together with such supporting data as may reasonably be required, including but not limited to copies of his or her individual tax returns. In the event the member is engaged in gainful employment, the Member’s pension amount for the following twelve (12) monthly payments, after filing the report of earned income, shall be reduced as follows:

(i) The total amount of the reduction shall be \$1.00 for each dollar by which the actual earned income exceeded the salary paid for the same one year period to an employee whose rank and seniority are the same as the retired member’s highest rank and seniority while on active duty.

(ii) One twelfth of the total reduction shall be applied to each payment, or any other method of reduction may be applied which is acceptable to the Pension Board and the Town Finance Director. However, in no event shall any such

member receive an annual pension which is less than 50 percent of his or her highest Average Annual Earnings.

- (c) Members who retire on disability, shall have their disability pension benefit calculated on Annual Base Salary. Members who are on occupational disability shall continue to receive Sixty-Six and Two-Thirds Percent ( $66 \frac{2}{3}$ ) of their Annual Base Salary until they attain the normal retirement age. Members with an occupational disability who remain occupationally disabled at the time of their retirement will continue to be treated in accordance with the Town's ordinances and the Pension Plan and shall receive Sixty-Six and Two Thirds Percent ( $66 \frac{2}{3}$ ) of their Annual Base Salary. A disabled Member who is not occupationally disabled at the retirement age provided in the Plan shall have his or her pension benefits reduced to an amount equal to the Member's accrued benefit under paragraph 8 hereof which shall be based upon the annual salary of the most current rate of pay for the position last held by the Member, and shall not have his or her pension benefits thereafter increased by any escalator provision in the Town's pension ordinances, the Pension Plan or any collective bargaining agreement; provided, however, that, notwithstanding paragraph 10 hereof, such Member shall continue to enjoy a cost-of-living adjustment applicable to such Member under the applicable collective bargaining agreement until attainment of normal retirement age and, after such Member attains normal retirement age, shall continue to receive a cost-of-living adjustment as provided for in such

Member's applicable collective bargaining agreement for an additional fifteen (15) years.

10. Effective July 1, 2014 and thereafter, the annual cost-of-living adjustment ("COLA") due to each Member as provided for in the CBA, shall be suspended for Seven (7) years commencing on each Member's retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two and One-Quarter Percent (2.25%) compounded annually for Fifteen (15) years.

11. Effective immediately, the Department Structure and staffing level of the Police force as contained in the CBA shall be modified as follows:

- (a) the two (2) staff positions that were due to be filled on January 1, 2013 shall hereinafter remain vacant in perpetuity; and
- (b) one (1) of the two (2) staff positions that were due to be filled on July 1, 2012 shall hereinafter remain vacant in perpetuity.

12. Effective January 1, 2014 and thereafter, Article IV, Section 1. Department Structure of the CBA is hereby amended to eliminate one (1) staffing positions in the patrol division consisting of one (1) patrol officer on the 8:00 a.m. to 4:00 p.m. shift, such that the number of patrol officers in that shift shall be reduced from 7 to 6. If the Town elects to amend the Department Structure any further than the aforementioned patrol position, the negotiated changes to the Department Structure shall be as follows: One (1) SIU Detectives shall be eliminated reducing the SIU Detectives from two (2) to one (1); and two (2) SRO positions shall be reduced to one (1). An organizational chart of the aforementioned changes is attached hereto as Exhibit A and is incorporated herein by reference.

13. In any subsequent legal, administrative or other proceeding that may hereinafter arise between the parties with respect to this agreement, the Town shall not raise, and hereby expressly waives its right to do so, that its commitments as contained herein are not authorized on the basis of separation of powers.

14. The substantive Pension Plan changes effectuated hereby shall continue in perpetuity for all current and future Members, shall not be modified or amended in whole or in part except by mutual agreement of the Town and the Union, and the Members shall not be treated in accordance with or be subject to any settlement that the Town may achieve with its existing retirees; provided, however, that the Town may make administrative and procedural changes to the Pension Plan so long as those changes do not impair the pension benefits effected hereby.

**TOWN OF WEST WARWICK**

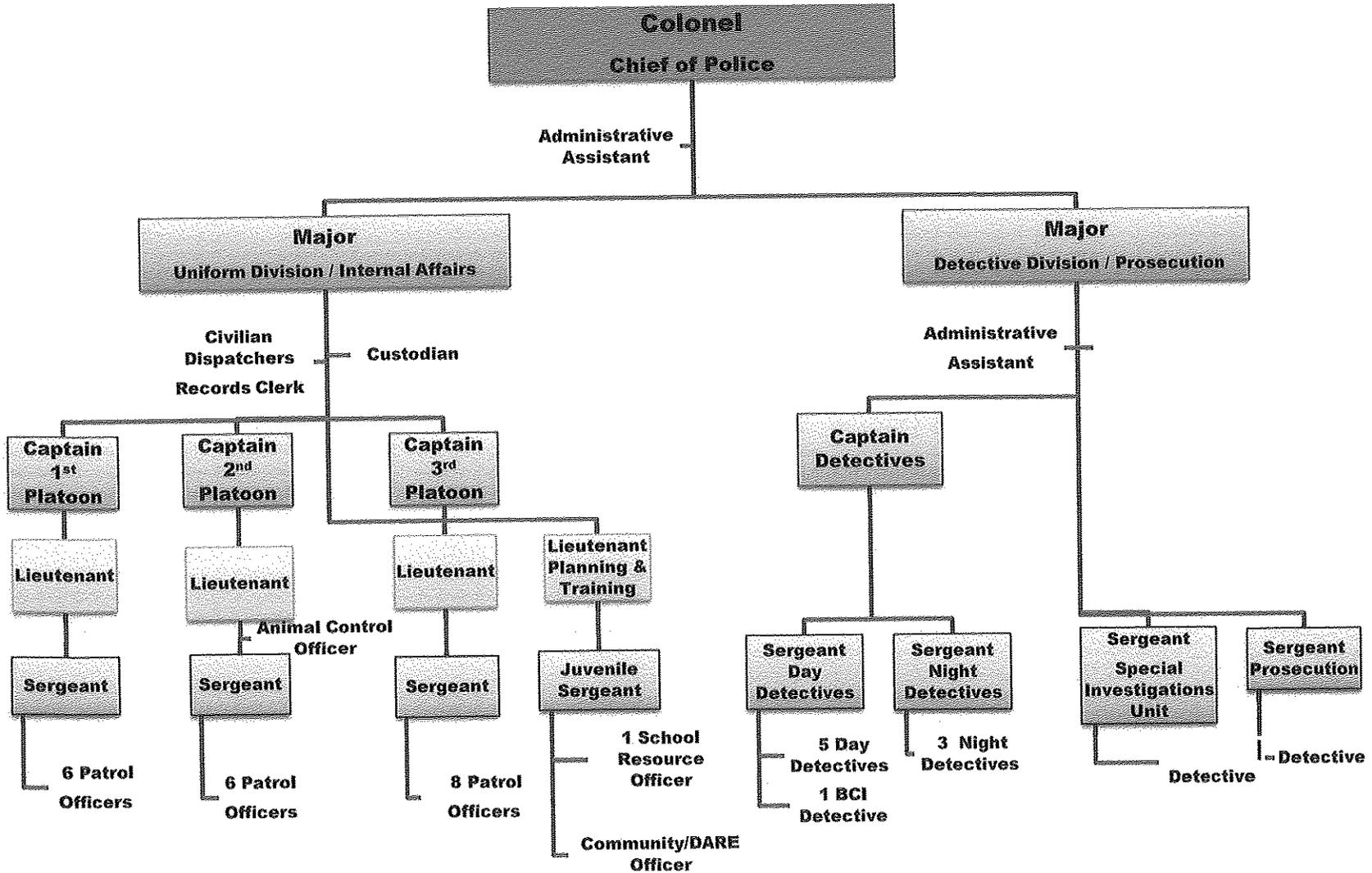
**INTERNATIONAL BROTHERHOOD OF  
POLICE OFFICERS LOCAL 312**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# Exhibit A

# West Warwick Police Department Organizational Chart



**AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF WEST WARWICK**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS**  
**LOCAL 312**  
**JULY 1, 2013 THROUGH JUNE 30, 2014**

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## ARTICLE I

### **Section 1. Agreement**

A) Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, 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 Police Departments" with the exception of the Chief of Police, this Agreement is made and entered into this the \_\_\_\_ day of March, 2014 by and between the Town of West Warwick (hereinafter referred to as the "Town") and Local 312, International Brotherhood of Police Officers (hereinafter referred to as the "Union" and/or individually as "Employee").

### **Section 2. Recognition**

A) The Town hereby recognizes and acknowledges the Union, as the sole and exclusive bargaining agent for all full-time permanent police officers of the Town, with the exception of the Chief of Police, for the purposes of collective bargaining and entering into Agreements, relative to wages, rates of pay, hours and other terms and conditions of employment.

B) The rights of the Town and its employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

### **Section 3. Membership**

A) All members of the West Warwick Police Department who are covered by this Agreement must either be a member of Local 312, I.B.P.O., and/or must pay a maintenance charge equal to the prevailing weekly dues of the International Brotherhood of Police Officers (sometimes hereinafter the "Member" or "Members," "Employee" or "Employees").

### **Section 4. Non-Discrimination**

A) The Town shall not discriminate in any way against employees covered by this Agreement on the basis of an individual's race, religious affiliation, creed, gender, sexual orientation or preference, age or country of ancestral origin, political affiliation or union membership or non-union membership.

B) All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

### **Section 5. Dues Deduction**

A) The Town agrees to deduct union dues upon receipt of authorization form cards from members of the Union, who desire the Town to deduct such dues and also agrees to deduct the maintenance charge as provided in Section 3 of this Article.

B) The Town shall forward to the: I.B.P.O., 159 Burgin Parkway, Quincy, MA 02169 such dues deductions by the fifteenth day of the month following the month of deductions.

**Section 6. Indemnification**

A) 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**

A) The Union agrees that the Town has complete authority for the policies and administration of the Department of Police, which it shall exercise under the provision of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of police operations vested by law in the Town and not covered by this Agreement is in the province of the Town.

B) The Town Manager, on his/her own behalf, and on behalf of the Town, hereby retains and reserves unto himself/herself all rights, power, authority, duty, and responsibility confirmed on and vested in him/her by the Laws and Constitution of the State of Rhode Island and Providence Plantations and/or the United States of America.

C) The exercise of any such right, power, authority, duty or responsibility by the Town Manager and the adoption of such rules, regulations, policies as he/she may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

**ARTICLE III**

**Section 1. Seniority**

A) The Town hereby agrees that employees of the West Warwick Police Department shall have seniority rights, and said seniority shall apply with regard to the following matters:

1. Transfers or assignments to any division, department, designated transfers to shifts, beats, posts, days off, holidays, vacations, or agency by whatever name or title the transfer or assignment shall be labeled. Seniority shall also apply to school positions and educational seminars whenever applicable.

2. Any and all job bidding shall be according to seniority rights. Openings shall be posted for bids on the departmental bulletin boards for a period of three (3) days. The Chief of Police and/or his/her designee will notify absent employees by telephone of posted job opportunities.

B) Probationary Status - All newly appointed officers shall serve a probationary period of twelve (12) months from the date of appointment. The date of appointment shall be the date upon which the officer graduates the Rhode Island Municipal Police Academy. It is understood and agreed that no probationary officer may grieve or arbitrate the imposition of discipline of

his/her discharge from employment with the Town during his/her probationary period. The Union covenants that it shall not process any grievances prohibited under this Section nor shall it submit a demand to arbitrate any such grievance.

## **Section 2. Determination**

A) Seniority is hereby defined as the continuous length of service an employee has been a police officer of the Town to include and approved leaves of absence. Seniority in rank or grade shall be from the date of appointment to that rank or grade.

1) In determining seniority, the length of time served by an employee on probationary status shall constitute service on the permanent Police Department. Probationary employees whose initial date of service shall be identical shall be placed by the grades or rating each shall have received at the Police Training School, with the highest grade being first in seniority, the second highest grade being second in seniority, and so forth.

2) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer, or assignment is limited to one rank or grade.

3) Seniority shall be broken only when a police officer voluntarily terminates his employment.

4) In the event an officer, junior in seniority, is forced to vacate his assigned position because of a negotiated change in the Table of Organization, that individual shall be allowed to exercise his seniority rights to bump an officer with less seniority than he/she for the shift and post assignment he/she prefers.

## **Section 3. Seniority list**

A) Within thirty (30) days following the execution of this Agreement, a seniority list shall be posted in a conspicuous location in the West Warwick Police Headquarters. Any and all amendments or corrections to said seniority list shall be made within thirty (30) days of the date of posting thereof.

## **Section 4. Layoffs/Recalls**

A) In the event it becomes necessary for the Town to layoff employees, those employees with the least amount of department seniority shall be laid off first. In the event of recalling, the last employee laid off shall be the first to be rehired.

## **Section 5. Vacation Bids**

A) During the first two weeks of March, all employees shall choose up to a maximum of two (2) weeks' vacation in accordance with seniority within their respective division and/or shift, the most senior employee from each shift or division indicating his/her preference first, and so on.

1) The remaining vacation days afforded to the employees shall be granted by seniority. An employee may not invoke his/her seniority rights by bumping a less senior

employee within twenty (20) days of requested vacation day by the junior employee. This will not affect the first two (2) weeks selected in March by seniority.

a) One patrolman and one supervisor will be allowed to take vacation at the same time from each shift. If no patrolman or supervisor is on vacation at a given time, then two patrolmen or two supervisors may be granted the vacation day. At the Chief's or QIC's discretion, a third or subsequent officer(s) may be granted additional vacation days provided it does not unduly disrupt the operation of the Police Department. In accordance with Department Policy #98-15, dated May 11, 1998, compensatory time may be used in lieu of vacation time. Attached hereto as Exhibit A is said Department Policy # 98-15.

2) In the event an employee voluntarily transfers to another shift and/or assignment after the established deadline for submitting vacation requests has passed, that employee shall not be entitled to bump another employee's vacation time by invoking his own seniority rights.

3) If an employee selects a vacation week that includes a holiday (except for holidays listed in subparagraph a) and for whatever reason cancels one day, that employee must cancel the entire four (4) days. A week supersedes a day.

a) No employee shall utilize either vacation, personal, or compensatory time for Christmas Eve, Christmas Day, December 26, New Year's Eve, New Year's Day, or Thanksgiving if said time off would require an employee to be ordered-in to meet the minimum manning requirements.

#### **Section 6. School/Seminar Bids**

A) The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I. or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) Should the Chief determine that the candidate for school or educational seminar would be unrelated to the senior employee's present assignment, then a candidate shall be mutually agreed upon between the Chief and the Union.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the departmental bulletin board and announced at all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow

the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. The most senior bidder shall be awarded the school. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

5) The Chief of Police may bypass the most senior bidder by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to the most senior bidder. Employees who are O.J.I or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

#### **Section 7. Vacancy Bids**

A) All bids shall be posted on the departmental bulletin board for a period of three (3) days. Personnel interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police within three (3) days from the first day the bid was posted. A special notice will be sent to members on sick, injured on duty, or vacation leave at the time the vacancy was posted. A copy of the posted bid in which the bid was posted shall be sufficient notice to comply with this Section.

B) A senior officer may reject the award of a bid to a vacancy at his/her discretion without a need for an explanation. Further, in the event that an employee shall reject the position, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail. Formal written bids for vacancies may be withdrawn at any time prior to the bid being awarded and placed on the departmental bulletin board notifying all personnel that a certain officer has been the successful bidder for the vacancy.

#### **Section 8. Reasonable Progress**

A) The successful bidder for any job shall be entitled to reasonable trial period of not more than one hundred and eighty (180) calendar days to determine whether he can acquire skills necessary for the performance of said job in a reasonably satisfactory fashion. At the end of said one hundred and eighty (180) calendar days from the date of trial transfer, the employee shall be considered as transferred in accordance with the provisions of this Agreement. 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 Police.

B) In cases where the bidder has failed to make reasonable progress then the Chief may recommend an extension of said trial period, not to exceed thirty (30) calendar days.

C) The term "reasonable progress" as used herein shall mean a comparison of the average employee(s) performing such work with the employee(s) involved.

**ARTICLE IV**

**Section 1. Department Structure**

A) Effective immediately, the staffing level will be fifty one (51) officers.

Staffing shall consist of the following chart and plan attached as Exhibit B hereto:

**Patrol Division**  
(1) Major (5 & 2)

**12A.M.-8A.M.**

(1) Captain  
(1) Lieutenant  
(1) Sergeant  
(6) Patrol Officers

**8AM-4PM**

(1) Captain  
(1) Lieutenant  
(1) Sergeant  
(6) Patrol Officers

**4PM-12AM**

(1) Captain  
(1) Lieutenant  
(1) Sergeant  
(8) Patrol Officers

**Youth Services Bureau**

(1) Training/Planning Lieutenant (5 & 2  
includes 2 nights)  
(1) Juvenile Sergeant  
(1) Community/D.A.R.E. Officer (5 & 2)  
(1) School Resource Officer (5 & 2)

**Detective/Prosecution**

(1) Major (5 & 2)

**8 AM – 4 PM**

(1) Prosecution Sergeant (5 & 2)  
(1) Prosecution Detective (5 & 2)

**8AM-4PM**

(1) Detective Captain

(1) Detective Sergeant  
(5) Detectives )  
(1) BCI Detective (5 & 2)

**4PM-12AM**

(1) Detective Sergeant  
(3) Detectives

**Special Investigations Unit (SUI)**

(1) Detective Sergeant (5 & 2)  
(1) Detective (5 & 2)

**Traffic Unit\***

At the present time, there is no Traffic Unit.

Should a Traffic Unit become staffed in the future, the Traffic Unit within the Patrol Division will not affect shift minimum manning requirements. The primary functions of the Traffic Unit will consist of traffic enforcement, radar and accident investigations.

B) In the event that all civilian dispatchers have refused overtime positions, employees covered by this contract will be permitted to work overtime assignments as dispatchers.

(C) The parties hereto acknowledge that three (3) of the aforesaid vacant positions will be filled as soon as future officers graduate from the Police Training Academy.

(D) Nothing contained herein shall prevent the town from adding additional positions within the Department.

**Section 2. Minimum Manning**

A) The minimum staffing requirements within the Patrol Division shall be:

SHIFT	COVERAGE	AREAS
(12AM-8AM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(8AM-4PM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(4PM-12AM)	Five (5) Patrol Officers	Posts: 2, 3, 4, 5, 6

Should a Traffic Unit be staffed in the future, Traffic Officers will not be utilized to fulfill minimum manning.

**Section 3. Vacancies**

A) All vacancies or promotions within the West Warwick Police Department caused by an employee's death, retirement, promotion, or termination shall be filled within a period of twenty (20) days. All promotions shall be made from the eligibility list in effect at the time the vacancy occurred; provided, however, in the event more than three (3) officers retire in a given month, any and all promotions in rank and pay resulting from said vacancy shall be made effective immediately upon the creation of said vacancy, the date of transfer for said vacancies may be extended up to forty-five (45) days.

B) Vacancies within the patrolman's rank are to be filled at the same time promotions are made.

C) In the event a position is left vacant due to illness, death, retirement, resignation, promotion, etc., no employee will be temporarily assigned to an "acting" position. All vacancies shall be filled on a permanent basis.

**Section 4. Promotions**

A) Any employee covered by this Agreement may test for any rank which is one grade higher than what that employee currently holds.

1) In order to be eligible to test for the ranks of Lieutenant, Captain or Major the employee must have served at least one (1) year in the current rank by the date of the test.

2) Any employee of the department with a minimum of three (3) years of service may test for the rank of sergeant but will not be eligible for promotion until that employee has served a minimum of five (5) years of service.

B) At least three (3) months prior to any promotional examination, the Chief shall cause notice of such examination to be posted on the Police Department bulletin board, where it will be visible to all employees. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken. The materials to study will not exceed more than four (4) written sources.

C) Promotional points shall consist of the following unless in conflict with the Town Charter:

1) Written Examination:	70 points
2) Seniority:	20 points
3) Chief:	5 points
4) Education (from an accredited institution):	5 points
a. Associate degree in Criminal Justice:	2 points
b. Bachelor degree in Criminal Justice:	4 points
c. Master degree in Criminal Justice:	5 points

D) Points awarded to candidates of promotions, in accordance with paragraph (C) 2, 3, and 4, (seniority, Chief, and education), shall be listed and posted in a place visible to all employees, at least ten (10) days prior to the examination.

E) All promotional examinations shall be administered and corrected by the personnel department.

- 1) All questions on the written examination shall be multiple choice.
- 2) The tests will be corrected and final results posted for all employees no more than four (4) hours after the test was administered.
- 3) Completed examinations shall be kept for a period of eight (8) business days after the testing date. The corrected examination shall be made available for review upon request by the officer to the personnel director.

F) The final standings of each promotional list shall be posted. The employee's scores in each of the four (4) considered areas shall be made available privately to the employee upon his/her request.

G) A vacancy will be filled by promoting the top person on the eligibility list.

H) An employee's eligibility list for promotions shall be kept for a period of two (2) years, which shall commence from the date that the final promotional marks are submitted, unless exhausted prior to the completion of the two (2) years.

I) Any part of the promotional process that does not comply with the provisions of this Section shall be subject to the grievance procedures of this contract.

## ARTICLE V

### **Section 1. Duties**

A) The duties of the members of the Union shall consist of upholding the Constitution and laws of the United States of America, the Constitution and laws of the State of Rhode Island, the provisions of the Town Charter, and the ordinances of the Town of West Warwick.

### **Section 2. Details to Other Departments**

A) The Town agrees that members of the Union, whose duties are defined in Article V, Section 1 shall not be detailed to other departments of the Town for other than police duties. The detail or transfer from one unit to another within the Police Department shall be in accordance with Article III, Section 7.

### **Section 3. Details with Other Agencies**

A) The Town agrees that when occasions arise, employees may assist requesting law enforcement agencies with non-departmental details, as well as allowing other agencies to assist in West Warwick for non-departmental details.

### **Section 4. Off Duty but Required to Act Provision**

A) Off duty shall be defined as those hours when an employee is not working an assigned duty shift or Town-approved detail.

B) When an employee is off duty and finds it necessary to uphold the law, as per Article V, Section 1 of this Agreement, that employee shall be considered on duty. In such case, that employee shall be protected by all provisions of this Agreement.

## ARTICLE VI

### **Section 1. Hours**

A) The regular working schedule for all employees, excluding those employees on a 5 and 2 schedule, shall be a six (6) day cycle of four (4) consecutive working days of eight (8) hours, followed by two (2) consecutive days off.

B) Any employee on a 5 and 2 rotation will have a work schedule of Monday through Friday; 8 am to 4 pm, 7 am-3 pm Traffic Officer, unless otherwise mutually agreed upon, with weekends off. All employees working a 5 and 2 schedule shall receive four (4) hours of compensatory time per month.

C.) In addition to the above, any employee working a 5 & 2 rotation will receive eight (8) "Kelly" hours of compensatory time that must be tracked separate and apart from normal

compensatory time. Said Kelly hours must be used within a six (6) month period or said time will be forfeited. Further, said Kelly hours have no redeemable value upon which they can be cashed out.

## **Section 2. Mutual Switches/Substitutions**

A) An employee has the right to substitute at any time regarding regularly scheduled work hours, provided, that at least twenty-four (24) hours' notice is given to the officer-in-charge (OIC).

B) In the event an employee has to be relieved from his/her regular working shift, or departmental overtime or non-departmental overtime for any reason, that employee shall be responsible for payment to the employee relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

## **Section 3. Compensatory Time (Earned & Used)**

A) Any employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for departmental overtime hours worked.

B) An employee must request time off from the Chief of Police or his designee and said request shall not be denied unless it adversely affects the manning of the shift in question or otherwise unduly disrupts the operations of the Police Department. In accordance with Department Policy #98-15, dated May 11, 1998, compensatory time may be used in lieu of vacation time. Attached hereto as exhibit "A" is said Department Policy #98-15.

## **Section 4. Order-In Procedure**

A) The parties hereto recognize that there occasionally arise situations where there is an inability to fill overtime positions within the Uniform Division. When the failure to fill existing overtime positions created by illness and/or vacations, and the refusal of officers to accept the overtime jobs in accordance with the voluntary, rotational overtime fist results in a manpower shortage on a Uniform Division shift, it is agreed that the overtime position shall be filled by exercising the following procedure:

1) All reasonable attempts shall be made to fill the overtime job by offering the job to all employees whose names appear on the voluntary, rotational overtime list maintained for all overtime hiring purposes.

2) In the event the vacancy is not filled by voluntary acceptance of the overtime job by an officer on the rotational list, the least senior officer who has been granted a discretionary vacation on the understaffed uniform shift shall be ordered to work his regularly assigned job.

3) In the event the least senior employee cannot be contacted for the purpose of canceling his discretionary vacation day and ordering him back to work, the next least senior employee from that uniform shift who has been granted a discretionary day off will be contacted and ordered to work his regularly assigned duties.

4) Probationary officers shall be ordered to work in the event the overtime position is not voluntarily filled.

5) In the event there are no probationary officers available, the least senior employee from the preceding shift shall be required to stay four (4) hours after his/her regular shift and the junior employee from the following shift shall be required to come in four (4) hours prior to his/her regular shift, regardless of division assignment, excluding members of SIU.

6) In the event a supervisor is ordered to work in the Patrol Division he or she will be compensated at his or her overtime rate of pay.

B) No employees shall be ordered to work on a holiday that is his/her regularly scheduled day off, except in emergencies.

## ARTICLE VII

### **Section 1. Departmental Overtime**

A) In the event vacancy coverage is required to maintain the minimum manning levels, overtime will be equally and impartially distributed among off duty employees. All overtime shall be compensated at a rate of time and one-half the hourly salary rate of the position being filled. Any time worked from twenty (20) minutes past the hour shall be compensated as one full overtime hour.

B) In the event an employee is held over more than sixteen (16) hours that employee rate of pay shall be increased to double time with approval of the Chief or his designee.

C) An employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for overtime hours worked.

D) Hours worked on private or special details shall not be counted in determining the number of hours worked for overtime purposes.

E) To be compensated for overtime worked at the rate of time and one-half, an employee must have received accredited workdays on the day before and the day after the day that overtime was worked. Sick leave taken during the week other than the day before or the day after the overtime day will not affect an employee's overtime pay. Regularly scheduled days off, compensatory days, vacation days, personal days, or administrative days shall be considered accredited workdays.

F) No employee shall have his/her normal scheduled tour of duty changed in order to compensate for or offset overtime hours worked outside his/her regular work shift or basic workweek.

G) In the event that all civilian dispatchers or any other qualified AFSCME employee have refused overtime positions, employees covered by this Agreement will be permitted to work overtime assignments as dispatchers. All supervisors regardless of rank who elect to work this overtime will be compensated at the rank of sergeant. All officers at the rank of Patrol will be

compensated at their normal overtime rate. Supervisors regardless of rank, who elect to work patrol overtime shall be compensated at a sergeant's rate of pay only when there is no road supervisor available.

## **Section 2. Holdover Hours**

A) In the event it becomes necessary to hold over an employee from one work shift to the next, for reasons other than satisfying the minimum manning requirements, the assignments needed to be filled shall first be offered to those employees who are working the current shift with the greatest seniority. In the event that all the assignments are not filled, then employees who are working the current shift with the least seniority shall fill said assignments.

B) In the event that an employee is held over after his/her shift, the employee will be compensated for actual hours worked, with no minimum in effect. Employees working for twenty (20) minutes past the hour shall be compensated for the full hour.

## **Section 3. Call-Back Hours**

A) All employees of the Police Department called back to duty for any reason shall be compensated at the rate of time and one-half the employee's normal hourly rate of pay with a four-hour (4) minimum in effect. Every additional twenty (20) minutes worked past the hour will be paid as one full hour. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

B) Any employee required to report to duty outside of their normally assigned shift shall be compensated at the rate of time and one-half.

## **Section 4. Court Time**

A) Any employee who has to appear in court, outside of his/her regular work hours, as a witness shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

## **Section 5. Recertification Hours**

A) Whenever any off duty employee is required to attend any police related activity, including, but not limited to: Firearms Recertification, PR-24 Recertification, A.E.D Recertification or Breathalyzer Recertification he/she shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours.

## **Section 6. Non-Departmental Overtime (Special Details)**

A) Non-departmental overtime includes school details, road construction details, details worked for the Board of Canvassers, details where liquor is being served, or any other detail for a private company, organization, or enterprise.

B) Non-departmental overtime shall be compensated at the following rates:

- 1) Detail Rate = Time and one-half the patrol officer's rate of pay.
  - 2) Saturday Rate = Time and one-half the Detail Rate.
  - 3) Sunday/Holiday Rate = Double the Detail Rate.
    - a) Road Construction details hired for weekdays (non-holiday) shall be compensated at the Detail rate as defined above. In the event that a road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at the Saturday rate as defined above.
    - b) Road construction details hired for a Saturday shall be compensated at the Saturday rate defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Saturday Rate.
    - c) Road construction details hired for a Sunday or a holiday, as defined in Article IX, Section 1 (including General Election Day) shall be compensated at the Sunday rate as defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Sunday Rate.
    - d) All other non-departmental overtime shall be compensated at the Detail Rate of pay as defined above regardless of the number of hours or the day of the week.
    - e) Any non-departmental overtime requiring a superior (ranking) officer to supervise other employees on the detail shall be compensated at the rate of time and one-half the supervisor's regular rate of pay.
    - f) Non-Departmental Overtime Special Details - Sunday / Holiday Rate=Double the Detail Rate. Christmas Eve after 12:00 PM and New Year's Eve after 12:00 PM will be compensated at the Holiday Rate for Detail purposes only.
- C) All requests by third parties for non-departmental overtime shall be made forty- eight (48) hours prior to the start of the overtime, unless the overtime is the result of an emergency situation.
- D) Any road construction on a main roadway or secondary roadway or in any case where public safety is concerned shall, at the discretion of the Officer in Charge (OIC) or Chief of Police, require a uniformed police officer to be present and he shall be paid at the above rates of pay.
- E) All non-departmental overtime hired shall specify the duration of the detail, with a four (4) hour minimum required. In the event the non-departmental overtime exceeds the time specified, the employee shall be compensated for eight (8) hours.
- F) All non-departmental overtime over the eight (8) hours, all time worked from fifteen (15) minutes past the hour shall be compensated as one full hour.

G) Any cancellations of the above non-departmental overtime shall be made at least two (2) hours prior to the specified time of an employee's arrival at the detail or the four (4) hour minimum shall be paid. In the event the non-departmental overtime is not canceled prior to the employee's arrival, that employee shall be compensated as if that employee had worked the overtime.

H) Any employee who has been assigned non-departmental overtime and is injured in the course of such overtime shall be compensated by the Town to the extent required by §45-19-1 of the Rhode Island General Laws, 1956 as amended from time to time, until such time as the member is retired or is no longer disabled.

I) All detail monies earned will be paid through the Town payroll system with all appropriate deductions required under law and the terms of the Collective Bargaining Agreement. The cost of Social Security shall be borne by the person, organization or company employing said police officers on detail and billed for same by the Town.

1) All overtime monies earned shall be paid by the Town to the employee within one pay period of the time the detail is performed.

2) Details worked for other Police Departments shall be paid through the Town payroll system at the prevailing rate of pay established by the collective bargaining agreement of the requesting Police Department.

J) In the event an employee has to be relieved from his/her special detail for any reason, he/she shall be responsible for payment to the officer relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

K) Employees working any overtime detail shall conduct themselves consistently with on-duty conduct.

L) All members covered by this Agreement who retire on or after July 1, 2005 with a non-disability status, shall be eligible to become "Special Officers." A "Special Officer" (as described in Article XXII) will be eligible to work all non-department overtime "Special Details." Details will be offered to Special Officers only after all full time active officers have been offered and refused-right of first refusal.

#### **Section 7. Overtime List**

A) All departmental and non-departmental overtime shall be hired from the overtime list. The overtime list shall be governed by the following rules:

1) The overtime book shall have the names of all employees in alphabetical order, with at least one phone number at which the employee can be reached. Employees listing more than one phone number will designate a primary phone number.

2) The normal time for hiring overtime shall begin at 6:00 p.m. All departmental and non-departmental overtime for the following day will be hired at that time.

a) In the event that departmental and/or non-departmental overtime becomes available after the 6:00 p.m. hiring time, the Officer-in-Charge will hire the overtime at the most practical time proceeding the overtime.

b) In the event that a special function requires several officers (parade, festival, etc.), positions may be hired several days in advance.

3) The Officer-in-Charge or his/her designee shall call each employee available for the overtime, using the primary phone number of the employee. The use of secondary phone numbers shall be at the discretion of the Officer-in-Charge.

a) In the event the Officer-in-Charge reaches an answering machine, he/she will leave a brief message detailing the purpose of the call. The OIC shall note that an answering machine was reached, and then move on with the list.

b) If the primary number of an employee is a pager, the OIC shall leave the police station phone number on the pager, and wait a reasonable amount of time for the employee to call back. If no call is returned within the reasonable time, the OIC shall note that a pager was called, and then move on with the list.

c) If an employee is reached and takes or denies the overtime, this shall be noted on the overtime list.

d) If an employee is hired outside the 6 p.m. hiring time, he/she shall receive an "outside W," which notes that he/she shall be skipped during the next regular hiring.

1. If all employees refuse overtime, an employee with an "outside W" will be eligible for the remaining overtime.

2. Any employee being ordered to work shall not receive an "outside W."

4) After the 6:00 p.m. hiring, the list shall move three (3) names from where it began. The overtime list shall begin at that point during the subsequent hiring(s).

B) If departmental overtime positions are not voluntarily filled, then positions shall be filled pursuant to the order-in policy in Article VI, Section 4 of this Agreement.

C) If an employee cancels an overtime position voluntarily taken, he/she shall be suspended from the overtime list for a period of seven (7) days. If an employee cancels two (2) or more times during a fiscal quarter, the employee will be suspended from the overtime list for a period of fourteen (14) days.

D) The sole remedy for any missed assignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

E) Special Officers (as described in Article XXII) list will consist of all post July 1, 2005 retirees who have enlisted in the program and will be run alphabetically in the same manner as the active officers list.

**Section 8.** Notwithstanding any ordinance or policy to the contrary, there shall be no limit on the amount of money a retired employee can receive from working private details.

## ARTICLE VIII

### **Section 1. Vacation Time**

A) All employees of the Town, who have been continuously employed for at least one (1) year, computed on the anniversary date of employment, shall be entitled to the following annual vacation schedule of working days with pay:

1 year but less than 4 years of service	105 hours
4 years but less than 8 years of service	142.5 hours
8 years but less than 12 years of service	165 hours
12 years but less than 16 years of service	187.5 hours
16 years or more of service	202.5 hours

### **Section 2. Personal Time**

A) In addition to the above vacation schedule, all employees will be entitled to twenty-two and one-half (22.5) hours personal time.

### **Section 3. Accrual of Time**

A) Employees shall be allowed to carry over a maximum of two (2) full years unused vacation time from one fiscal year to next.

### **Section 4. Payment of Unused Time**

A) An employee may opt to be paid for unused vacation time, up to one (1) full year at straight time. Payments under this Section shall be requested in writing on or before April 1 and will be paid on or before June 30. Payouts shall be for previous fiscal years- accumulated vacation time according to schedule set forth in Section A. Said disbursement will be made separate and apart from the normal weekly payroll.

B) Upon resignation, retirement, termination, or death of an employee, all unused vacation time (not more than three (3) years accumulation) shall be paid to the employee, the employee's widow/widower, the employee's next of kin, or estate. All payments shall be made within thirty (30) days of the employee's departure.

## ARTICLE IX

### **Section 1. Paid Holidays**

A) The following fourteen (14) holidays shall be paid holidays for all members of the West Warwick Police Department:

New Years' Day	Victory Day
Presidents' Day	Veterans' Day
Martin Luther King, Jr. Day	Labor Day
Easter Sunday	Columbus Day
R.I. Independence Day	Police Memorial Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **Section 2. Holiday Procedure**

A) For pay purposes, holidays will be considered to fall on the day of observance declared by the Town, except that the following holidays will be considered to fall on the actual day on which the holiday falls: Independence Day (July 4), Christmas Day (December 25), New Year's Day (January 1).

B) Holidays shall be paid at the rate of eight (8) hours pay and shall be paid to each employee over and above his weekly salary whether he or she works or not.

C) In the event a member is required to work on any of the aforementioned holidays, said member shall receive eight (8) hours pay at the rate of time and one-half in addition to the benefit cited in subsection (B) above, for those hours worked on the celebrated day of the holiday.

D) Officers working a five and two schedule shall be entitled a half day off on the day before Christmas and the day before Thanksgiving and Good Friday, said half days to be in addition to the holidays provided in Section 11.

E) Whenever a holiday is observed on a Saturday or a Sunday, all members working a 5 and 2 work schedule will be granted one (1) additional vacation day per year per occurrence.

## ARTICLE X

### **Section 1. Sick Time**

A) Sick leave for employees shall be granted at the rate of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate from year to year without limitation.

### **Section 2. Reasons for Deductible Sick Leave**

A) Sick leave for employees 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 present position.

2) Attendance upon a family member including domestic partner within the household of an employee whose illness requires the care of such employee for a period not more than four (4) consecutive days at any one time. Employees can be required to sign an affidavit stating that there is no way to make other arrangements. In the event that a member of an employee's family is suffering from a serious health condition, additional time shall be granted in accordance with the Family and Medical Leave Act. Domestic Partner is defined as a partner of the same or opposite sex who lives in the same household for at least six (6) months and has made a commitment to continue to live as a family.

### **Section 3. Sick Leave Not Deductible**

A) Enforced quarantine when established and declared by the State Department of Health for the period of such quarantine only.

B) In the case of death of a mother, father, stepmother, stepfather, spouse, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, or of the spouse's immediate family, including grandmother or grandfather each employee shall be entitled to a leave of absence with pay from the time of notification of death up to and including the day following the burial of the deceased. In cases where unusual distance exists, such period shall be extended to a maximum of seven (7) days. In addition thereto, in the case of an employee of the Jewish faith, they shall be entitled an actual period of mourning not to exceed seven (7) days from the date of the burial.

C) In the case of relatives of employees other than as provided in subparagraph (B) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of the deceased, provided that written notice of such leave of absence shall be given to the employee's commanding officer at least one (1) day prior to such leave.

### **Section 4. Maternity/Paternity Leave**

A) Employees who completed at least one (1) year of service shall be granted a leave of absence for childbirth not to exceed six (6) months. A doctor's certificate of pregnancy must be given by the employee as to when the employee should commence her leave.

B) During the period of pre-birth or afterbirth, for a period not exceeding sixty (60) days, certified by the employee's physician that the employee is disabled relating to either the pregnancy or the birth of the child, employee shall have said sixty (60) days treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits and all other fringe benefits. Subsequent to the sixty (60) days for the remainder of the four (4) months, the employee shall not accumulate sick leave or vacation or annual leave, but shall continue in her seniority status, medical insurance benefits and other fringe benefits.

C) An employee planning to take a childbirth leave shall notify the Chief of Police, or his designee, of her intention to leave thirty (30) days prior to the start of such leave. However, this advance notice shall not apply in the case of medical emergency. The employee shall give the

Chief of Police, or his/her designee, fifteen (15) days' notice of her intention to return to her duties from such leave.

D) In the event that an employee adopts a child at or under the age of five (5) years, all rights under this Section shall be granted to that employee.

E) No paragraph in this Section shall impede or restrict the rights of an employee granted under the Family and Medical Leave Act. However, time off under the Family and Medical Leave Act is not intended to exceed six (6) months total time per child per incident.

#### **Section 5. Payment of Unused Time**

A) Upon termination, retirement or death, the employee's sick leave shall be returned in cash or in credit toward retirement to the individual, widow/widower, his estate, or next of kin; at the following rate:

One to one hundred-thirty days (1-130) at 100%.

One hundred-thirty one to one hundred eighty days (131-180) at 50%.

One hundred-eighty to two hundred thirty days (180-230) at 25%.

Said payment shall be made within thirty (30) days of the employee's departure.

B) Additionally, employees will be able to sell back fifty percent (50%) of their annual sick leave to the Town which will be paid at straight time. Requests must be made on or before January 1 of each fiscal year. Disbursements will be within thirty (30) days from January 1 and checks will be made separate and apart from the normal weekly payroll.

C) During the month of March in every year, the Town of West Warwick shall cause to be published and dispatched to the members of the Police Department their present entitlement under this clause.

#### **Section 6. Time Towards Early Retirement**

A) An employee may elect to have up to one hundred and thirty (130) days of 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 periods his full pay until the date of his/her normal retirement.

B) Any employee wishing to utilize the Time Towards Early Retirement clause of this Agreement must, in writing, notify the Town of his/her desire, and said time shall be used consecutively and without recourse for return to duty. Said employee will not be allowed to accrue any additional time for vacation, sick or personal time however, said employee shall receive all other benefits and privileges afford to that employee in accordance with this Agreement.

C) With regards to the vacancy created by the departure of any employee utilizing the Time Towards Early Retirement, the Town shall construe the vacancy to have occurred on the first day

that that employee utilizes toward early retirement. Vacancies shall be filled in accordance with Article IV, Section 3 of this Agreement.

**Section 7. Voluntary Donation of Accumulated Sick Leave and Vacation Time**

- A) A member seeking donated sick leave days or vacation days shall submit his/her request to the President of the Union or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit," as utilized by the department. Furthermore, any member who voluntarily elects to donate his/her accumulated sick leave or vacation time shall lose all rights and interest in said days.
- B) In order to be eligible to receive a donation of accumulated sick leave or vacation time, the member receiving the donation must be: (a) suffering from a non-OJI related illness or injury (including but not limited to maternity leave), (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, domestic partner, or parent who does not reside within the member's household) whose illness requires the care of such member's available annual sick leave days. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, personal days, and compensatory time the member receiving the donation must first have exhausted all of his/her sick leave time, vacation time, personal days and compensatory time.
- C) A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time or vacation time to another member within the department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the department than the donating member).
- D) Each member can only donate his or her accumulated time up to eighty (80) hours per fiscal year.
- E) It is further agreed upon that no member can file a grievance against the Town or the Union for being denied any donated accumulated time.

**ARTICLE XI**

**Section 1. Clothing and Equipment Allowance**

- A) All employees covered by this Agreement shall receive twenty-two hundred fifty dollars (\$2,250.00) for repair, replacement and maintenance of personal equipment. This allowance shall be paid in the first pay period in the month of April of each year. Said disbursement will be made separate and apart from the normal weekly payroll.

**Section 2. Lost/Stolen/Damaged Equipment**

A) The Town shall replace any clothing and equipment damaged or lost in the line of duty to include but not be limited to; eye glasses, dentures, watches and other personal effects.

**Section 3. Bulletproof Vests**

A) The Town recognizing the importance of police officer safety, shall provide fitted protective body vests to each employee so requesting. It shall then be the responsibility of the employee to maintain the vest and show it upon request by the Chief at the start of their regular shift. The Town shall pay up to a maximum of three hundred dollars (\$300.00). If an employee wishes to upgrade the vest, he must pay for the additional costs. At the conclusion of the warranty period, expected to be five to six years, and upon the return of the obsolete vest, the Town shall provide a new vest to the employee, if he/she so requests. The vest becomes the property of the officer who it was issued to, unless he/she requests a replacement.

**Section 4. Rain Gear**

A) The Town shall replace rain gear (raincoats and boots) which are unserviceable or unsightly because of normal wear and tear.

**Section 5. Uniform Changes**

A) In the event the Town contemplates a change in uniform for the Police Department, it agrees to negotiate the change with the Union prior to instituting a change. The Union will be allowed to have one (1) designee appointed to the panel.

**Section 6. Uniform Inspection**

A) Every employee must maintain a full uniform, as provided for in the current contract. The Chief of Police may conduct an annual inspection to verify that each employee's uniform is in good condition.

**ARTICLE XII**

**Section 1. Salaries**

A) Salaries for employees of the West Warwick Police Department shall be as set forth below.

B) The below salaries shall be paid each week on a Wednesday.

\*Salaries do not reflect shift differential

**RANK**

Prosecution Major	\$1,441.25
Patrol Major	\$1,408.51

Detective Captain	\$1,312.68
Patrol Captain	\$1,279.94
Pros./Admin. Lieutenant	\$1,248.41
Patrol Lieutenant	\$1,215.65
Detective Sergeant	\$1,184.12
Patrol Sergeant	\$1,151.39
Detective	\$1,078.60
Patrol Officer	\$1,045.85

**Section 2. Shift Differential**

- A) Any employee working between the hours of 4:00 p.m. and 12:00 midnight shall receive an additional thirty cents (\$.30) per hour.
- B) Any employee working between the hours of 12:00 a.m. and 8:00 a.m. shall receive an additional thirty-five cents (\$.35) per hour.

**Section 3. Service Out of Rank**

- A) Employees who assume the responsibility of a higher rank shall be compensated for this service at the same rate of pay as the employee for whom they are filling in. Such higher rates shall apply commencing immediately upon assuming the responsibility. No employee shall receive more than one (1) pay grade higher within their division.
- B) 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 the benefits of the higher rank, including, but not limited to, pay at the rate he/she was receiving while serving out of rank, provided that the rate of pay or the rank is equal to or greater than what that member currently holds.

**Section 4. Longevity**

- A) The Town shall pay longevity payments to all employees in recognition of continuous dedicated service to the Town in accordance with the following schedule:

4 years to less than 8 years	4.50% of annual salary
8 years to less than 12 years	6.00% of annual salary
12 years to less than 16 years	8.00% of annual salary
16 years to less than 20	10.00% of annual salary
20 years and above	11.50% of annual salary

- B) The longevity payment will be paid in a check separate and apart from the normal weekly payroll. In instances when an employee shall leave the services of the Town prior to the first pay period in November, said payment shall be made within thirty (30) days of the employee's departure.

C) In accordance with the FLSA, the Town shall calculate additional payments due employees as a result of overtime on a quarterly basis. These payments shall be made in a check separate and apart from the weekly payroll on the last pay period of the following quarter.

D) 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.

(E) Any employee who receives a longevity payment and terminates employment with the Town prior to June 30, 2014, shall reimburse the Town to the extent any longevity payment so received was based upon time not actually served.

### ARTICLE XIII

#### **Section 1. Health & Dental Benefits - Active Employees**

A) The Town shall provide family or individual plans as the case may be:

1) A health care provider which will provide a level of benefits equal to or greater than those contained in the benefits booklets attached to this Collective Bargaining Agreement as defined in Appendix A and consistent with Section 1 B.

2) Delta Dental, Levels I, II, III, and IV, as negotiated for and defined in Appendix B.

In the event that the health plan provider (third-party) unilaterally changes the terms, conditions, and obligations of the health insurance plan/benefits, the Union and the Town shall agree to re-open the collective bargaining agreement to address the unilateral changes made that were beyond the authority and control of the Union and the Town.

In addition, upon receipt by the Town of notice, provided by the health care provider (third-party), of changes to the health insurance plan/benefits, then the Town shall provide said notice to the Union forthwith. Both the Town and the Union shall jointly request of the health plan provider (third-party) for an extension of time, if necessary.

Both the Town and the Union shall agree to re-open negotiations within seven (7) days of the Union's receipt from the Town, of notice regarding changes to the health care plan/benefits. After negotiations have been reopened, should the parties reach an impasse without resolution, both parties agree to petition for binding arbitration through the American Arbitration Association, for utilizing expedited arbitration procedures pursuant to the rules.

B) Plan Modifications to Health Insurance for Active Employees effective July 1, 2011 as outlined below:

Co-Payment Schedule

Office Visits	\$15.00/\$25.00
Urgent Care	\$25.00
ER Co-Pay	\$100.00
Rx Benefits	\$7/\$30/\$50
Deductible	\$500 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.

Effective January 1, 2012 and thereafter, the contribution for active employees who elect to remain in the above described "traditional" plan will be 20% of the working rate.

1) **Health Savings Account:**

Implement High deductible plan effective January 1, 2012  
\$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 July 1 for those employees who are enrolled in the family plan.

C) The Town may provide an optional additional health care plan which is substantively equivalent to health care provided. Employees who voluntarily choose such alternate coverage, if the coverage costs less than health care provided, shall receive fifty percent (50%) of the savings resulting from the choice. If, however, such a plan costs more than health care provided, the employee shall pay the difference between the cost of health care provided, and the optional coverage. Employees will be allowed the opportunity each year during the applicable open enrollment period or at other times established by law to change carriers.

D) Employees will be given the option to make their health care contributions Pre-Tax.

E) Effective July 1, 2005 there shall be no co-payment of Health Insurance Premiums for present retirees and future retirees except as set forth in Section 2D below.

F) During the term of this Agreement, the Town at its discretion may provide other alternative health insurance coverage which will provide Police Officers with the same level of benefits and service, including benefits for any pre-existing condition, as received currently. In such cases, the Town will meet and notify with the Union prior to changing health care

providers. If the Union disagrees with the Town pertaining to the equivalency of the health care benefits, the Town or the Union may file for expedited arbitration so that an arbitrator may rule whether the health care benefits are the same level. The Town agrees that no changes will be made in the present health care if there is a dispute until such time that a decision is rendered from the arbitrator.

## **Section 2. Health & Dental Benefits- Retirees**

- A) No employee who is retired shall be eligible to receive health benefits unless and until such employee is eligible to receive his or her pension benefit.
- B) 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.
- C) 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.
- D) Effective January 1, 2014, any officer who retires and continues to receive HealthMate health insurance from the Town shall pay four percent (4%) of his/her annual retirement benefit toward health insurance. There shall be no co-payment of health insurance from individuals on the HSA plan other than the required contribution as defined in Article XIII, Section 1.B.1 entitled Health Savings Account.

## **Section 3. Wellness Program**

- A) A wellness test will be conducted in an effort to keep members of the department in good overall health. Those who wish to partake may voluntarily take this test. There will be no compensation for taking the test itself. Those working will be allowed time off to take the test, but only if scheduling does not allow for it on the officer's time off. Preparation for the test will be done on one's own time with no liability to the Town. No officer may take the test more than two (2) times per year.
- B) The test will be administered by a Department Physical Fitness Specialist, who is certified through the Rhode Island Municipal Police Academy and the Cooper Institute. The test will consist of the Rhode Island Municipal Police Academy entrance standards and it will be evaluated under the pass/fail scoring system. If a member fails at any point during the test, the test will end for this member.
- C) Payment for successful completion of the test will be as follows:
  - a. The first attempt and pass will result in payment of five hundred fifty dollars (\$550.00) for the member, paid within the next two (2) pay periods and the amount will be added onto the base pension formula.

b. If a member passes said test two (2) consecutive years the payment will be seven hundred fifty dollars (\$750.00), paid within the next two (2) pay periods and added onto the base pension formula.

c. Effective 01/01/08 if a member who passes said test three (3) consecutive years the payment will be one thousand dollars (\$1,000.00), paid within the next two (2) pay periods and added onto the base pension formula.

d. In the event a member fails or does not take the test any given year, he/she receives no payment.

e. After a member fails or skips a year the next test he/she decides to take, if passed will result in a five hundred fifty dollar (\$550.00) payment. The payment schedule as detailed in b and c will continue from that point upon successful completion of said test

#### **Section 4. Other Post Employment Benefits (O.P.E.B.)**

All bargaining unit members will contribute One Percent (1%) of their wages per week, pre-taxed, toward O.P.E.B.

### **ARTICLE XIV**

#### **Section 1. Injuries/Illness in the Line of Duty**

A) An employee incapacitated by reason of injury or illness contracted in the line of duty shall receive full salary while his/her incapacity exists or until he/she is placed on disability retirement. Any medical expenses in connection with the injury/illness shall be paid by the Town. Said employee shall be covered pursuant to the General Laws of the State of Rhode Island, Chapter 45-19, Section 1, as amended, or until they are placed on disability pension.

B) The Town agrees that an employee will be considered as injured on duty if such injury occurs at any time while such employee is actually performing police work, even though said employee may not actually be on his/her regular tour of duty, in accordance with Article V, Section 4 of this Agreement.

#### **Section 2. Medical Care**

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

1) Employees injured or who contract illness in the line of duty, whose condition requires admittance to a hospital, shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee or, if his/her condition prevents him/her from making his choice, the choice shall be made by his/her nearest relative who may be available at the time. In other cases where hospitalization is not required, the employee shall have the right to a specialist of his/her own choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

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

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

4) In any case where an employee desires to be hospitalized in a hospital outside the State of Rhode Island, the Town shall permit said employee to be hospitalized or to be so treated by such physician only if there is on file with the Town Clerk of the Town a certificate from the employee's resident physician in the State of Rhode Island that such hospitalization outside the State of Rhode Island is required for proper treatment and/or cure of said employee's injury or physical condition.

5) When an employee has suffered a job-related injury and an occasion arises when that injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the Town's expense. In the event that the physician who attended the employee for the original injury is not available by reason of illness, death, or from other circumstances, the employee shall have the right to engage a specialist of his own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Section.

6) The Town shall have the right to have an employee who is claiming a job-related injury examined by a qualified physician of the Town's choosing.

7) The Town shall 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 a result of said employee's exposure to contagious disease where said employee has been exposed to said disease in the line of duty.

### **Section 3. Light Duty**

A) An injured employee, or an employee who is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, shall be required to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and the Town physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee must be informed in writing of the type of work he/she must do. This must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee cannot be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No member shall be required to leave the station while on light duty.

4) The member must be granted time off for doctor's visits or therapy.

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

B) It is not the intent of this Section to in any way circumvent the terms of RI Law 45-19-1, as amended.

C) An employee who suffers a non-job related injury or illness and is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may be allowed to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and, if so desired by the Town, by the Town's physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee and Town must agree in writing to the type of work he/she will perform. This shall be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee will not be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No Member shall be required to leave the station while on light duty.

4) The Member must be granted time off for doctor's visits or therapy, however, said time shall be deducted from the employee's accumulated sick, vacation, personal or compensatory time.

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

#### **Section 4. Subrogation Rights**

A) The Town shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member receives payment from said third-party. The attorney for the member of the bargaining unit shall be entitled to a reasonable fee for collecting said monies from said third party.

### **ARTICLE XV**

#### **Section 1. Schools/Seminars**

A) The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I. or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) Should the Chief determine that the candidate for school or educational seminar would be unrelated to the senior employee's present assignment, then a candidate shall be mutually agreed upon between the Chief and the Union.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the Departmental bulletin board and announced at all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. The most senior bidder shall be awarded the school. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

5) The Chief of Police may bypass the most senior bidder by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to the most senior bidder. Employees who are O.J.I. or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

## **Section 2. In Service Training**

A) The Chief or his/her designee shall be permitted to temporarily transfer employees from his/her permanent bid positions for in service training for up to sixty- four (64) hours per year, allocated in blocks of thirty-two (32) hours. This may include firearms training. The training will be developed by a training coordinator and the Chief, the Chief and the training coordinator will consider recommendations supplied by the employees.

## **Section 3. Firearms/Training/Qualifications**

A) In the event, the Police Department supplies a new standard weapon, all employees will attend a minimum three (3) day transition training program. Additionally, firearms training will be conducted a minimum of two (2), eight (8) hour training sessions per year, to include night firing exercises. Satisfactory completion of this training shall be a condition of further employment. The Town agrees to supply each employee with a minimum of five hundred (500) rounds of ammunition for the purpose of qualification. In the event an employee fails to qualify, the Town shall provide up to two (2) additional remedial opportunities for the employee to satisfy the requirements for this Section at his/her own expense and on his/her own time.

## **ARTICLE XVI**

### **Section 1. Pension Plan**

A) The present vested rights and disability rights shall be as set forth in the Pension Trust Fund and this Agreement.

B) Annual Base Salary is defined as the basic rate of annual earnings, longevity payments, wellness stipend, and one hundred five (105) hours of holiday pay at the employee's hourly rate of pay during each fiscal year as set forth in this Agreement. In determining basic annual salary, no credit shall be given for overtime, clothing allowance, cleaning allowance, sick bonus or any other payment that is not part of the employee's weekly earnings.

C) All active officers who have Twenty (20) years of service as of June 30, 2014 shall have the following rights:

(1) Each Member who shall serve twenty (20) years of continuous service shall receive a pension of no less than fifty percent (50%) of the employee's annual base salary (straight retirement no age).

(2) Each Member who serves more than twenty (20) years of service shall receive an additional two and one-half percent (2 1/2%) of annual base salary increase for each additional year served after the 20th year up to a maximum of seventy percent (70%) of his/her salary.

D) For all other Members who do not have twenty (20) years of service as of June 30, 2014, effective July 1, 2014 and thereafter, the pension benefit for any retiring Members shall be calculated as of the date of retirement in accordance with the following schedule which shall apply to both past and future service:

<u>Years</u>	<u>Percentage Benefit</u>
20	50
21	51
22	52
23	53
24	54
25	55
26	57.5
27	60
28	62.5
29	65
30	67.5
31	70

By way of explanation, a Member will earn 2.5% of pay for the first twenty years of service, 1.0% of pay for the succeeding five years of service, and 2.5% of pay for the succeeding six years of service.

E) Effective July 1, 2014, any Member hired on or after July 1, 2014 who thereafter completes twenty (20) years of service but has not reached the requisite age of 50 may retire; however, that Member shall not be eligible to receive his or her pension until fifty (50) years of age. The pension for each Member shall be as set forth in subparagraph 1D hereof.

F) All employees who retire after July 1, 2000 shall be entitled to a two and one quarter percent (2 1/4%) compounded cost-of-living increase on each anniversary date of retirement for a maximum of fifteen (15) consecutive years. Notwithstanding the foregoing, effective July 1, 2014 and thereafter, the annual cost-of-living adjustment (“COLA”) due to each Member as provided for herein or in any other CBA, shall be suspended for Seven (7) years commencing on each Member’s retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two and One-Quarter Percent (2.25%) compounded annually for Fifteen (15) years.

G) There shall be no compulsory retirement age.

**Section 2. Contributions**

A) Effective January 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Ten Percent (10%) of Annual Base Salary. Effective July 1, 2014 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Eleven Percent (11%) of Annual Base Salary. The aforesaid Member contributions shall continue for all years of service. The Town shall fund 100% of the Pension Plan’s annual required contribution as determined by the Town’s actuary in accordance with the Town’s Five (5) Year funding improvement plan as submitted to and approved by the State of Rhode Island. The Town shall contribute the additional money required to provide a pension plan and shall assume the cost of administering the plan.

### **Section 3. Armed Service/Municipal Service Credit**

A) Employees will be allowed to purchase an additional two (2) years of service for time spent in active military service or prior municipal service for the Town. Such time may be purchased at the employee's contribution rate and salary at the time the employee first began contributing to the pension. The actual employee contribution necessary to purchase such time shall be determined by the pension actuary. This option must be elected during the term of this Agreement. Under no circumstances may election of this option allow any employee to retire prior to serving twenty (20) continuous years on the police force as required by this Agreement.

### **Section 4. Disability Retirement**

A) Employees who remain away from their regular employment as police officers for the Town due to reasons stated in Article XIV, shall, at the expiration of eighteen (18) continuous months, return to regular duty within thirty (30) days thereafter, or shall be deemed physically unfit for duty, and therefore shall be placed on disability retirement, and shall be paid at the rate of two-thirds of the salary of the rank they held at the time of their disability, and that their disability pension payments shall continue to be NO LESS than two-thirds of the salary being received by an active police officer holding the same rank during the time the member is on disability retirement.

B) The Town shall cause the Pension Committee to immediately institute the disability retirement provisions.

C) Notwithstanding the foregoing, should said employee become gainfully employed again as a police officer, the Town of West Warwick shall be relieved from said disability pension obligation to that employee. That employee shall then receive what is otherwise known as a "normal retirement pension" based on the number of years served within the Town of West Warwick with all other rights, benefits, privileges and compensation so entitled.

D) Members who retire on disability, shall have their disability pension benefit calculated on Annual Base Salary. Members with an occupational disability who remain occupationally disabled at the time of their retirement will continue to be treated in accordance with the Town's ordinances and the Pension Plan. A disabled Member who is not occupationally disabled at the retirement age provided in the Plan shall have his or her pension benefits reduced to an amount equal to the Member's accrued benefit under paragraph 1D hereof, and shall not have their pension benefits thereafter increased by any escalator provision in the Town's pension ordinances, the Pension Plan or any collective bargaining agreement; provided, however, that such Member shall receive a cost-of-living adjustment for fifteen (15) consecutive years, irrespective of how many years said member may have received a COLA while collecting a disability pension, applicable to such Member under the applicable collective bargaining agreement without suspension or variance as provided in subparagraph 1F hereof.

### **Section 5. Spouse/Family Benefits: When an Employee is Killed While On-Duty**

A) In the event an employee 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 family shall receive sixty-five percent (65%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),\* until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) 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-three (23) 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.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B).\* The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI Section 1 (F) of this Agreement.

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

\* It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's 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 6. 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 1-4 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) If the vested employee is married or unmarried with children, the family shall receive the percentage of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),\* 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-three (23) 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-three (23) 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.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the percentage of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),\* 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), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI, Section 1(F) of this Agreement.

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

\* It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's 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.

## ARTICLE XVII

### **Section 1. Legal Defense and Indemnification**

A) The Town to insure all employees of the Police Department against civil suits involving a charge False Arrest and/or Civil Rights Violation. Expense of said insurance is to be borne by the Town.

B) The Town also agrees to maintain the Comprehensive Law Enforcement Liability insurance policy presently in effect or furnish to each employee a better policy.

### **Section 2. Burial Expenses**

A) In any case where an employee dies while a member of the West Warwick Police Department, the Town shall pay his/her burial expenses, but obligation in this regard shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

B) In the event an officer is killed while on duty, the Town shall pay Twenty-Five Thousand Dollars (\$25,000.00) toward the cost of burial expenses.

### **Section 3. Life Insurance**

A) The Town shall pay the sum of four hundred dollars (\$400.00) per employee annually to the Union for the purpose of establishing a group life insurance policy. Payment shall be paid on or before September 30 of each year.

### **Section 4. Physical Examinations**

A) The Town shall provide each employee with an annual physical examination. This examination is to include a chest x-ray, urinalysis, blood tests, E.K.G, immunization, etc. Said examination shall be conducted at a facility of the officer's choice, and the cost of such examination shall be borne by the Town.

## ARTICLE XVIII

### **Section 1. Parades**

A) The Town shall recognize that all parades, whether in or out of the Town, shall be on a voluntary basis of the men participating, and each man participating shall be compensated at the rate of time and one-half, and a four (4) hour minimum shall be in effect

### **Section 2. Non-Residency**

A) The Town agrees that residency within the Town shall not be required by an employee covered by this Agreement as a condition of continued employment for the Town.

### **Section 3. No Contracting Out of Service**

A) There shall be no privatization of or contracting out of any services currently being performed by the members of this bargaining unit.

### **Section 4. No Strike Clause**

A) It is expressly understood by the parties hereto that the employees of the Police Department shall have no right to engage in any work stoppage, slow down or strike. Any and all issues and grievances shall be resolved by the grievance and arbitration procedures as set forth herein.

### **Section 5. Printing Costs**

A) The Union will be responsible to have this Agreement professionally printed within one (1) month of signing, providing each member of the Union with one (1) copy and providing the Town with five (5) copies.

### **Section 6. Savings Clause**

A) If any provisions of this Agreement, or application thereof to any person or circumstances, are held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application thereof to other persons or circumstances, other than those, which are held invalid, shall not be effected thereby. Any and ad rules, regulations, or orders, or parts of such that are inconsistent herewith are hereby held void.

## ARTICLE XIX

### **Section 1. Vehicle/Traffic Maintenance**

A) The Town agrees that the washing and mechanical work of police vehicles and the posting of traffic control devices are not duties to be performed by police officers, except during emergency conditions.

## **Section 2. Personal Vehicle Use**

A) The Town assumes liability whenever any police officer is ordered to use his own private vehicle by a superior officer for police duties. The Town further agrees to compensate the officer for any damages incurred to the officer's vehicle which is done while being used for police duties. This section does not apply to voluntary use of an officer's own vehicle.

## **ARTICLE XX**

### **Section 1. Military Leave**

A) An employee in the bargaining unit who has left or shall leave a permanent position by reason of entering the Armed Forces of the United States whether through membership in the Reserve of the United States Military or Naval Forces, or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has held a position with the Employer for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance in the Armed Forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Reenlistment or other continued service in the Armed Forces resulting from a choice by the employee shall serve to cancel such leave.

B) An employee on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

C) At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. Annual leave and sick leave due to the employee prior to induction shall be carried over to the credit of the employee until he returns.

D) Military Training Leave with pay shall be granted, not to exceed two (2) weeks per year. Upon the employee's return, he or she is to keep their check but give the Town his or her pay-stub showing gross wages for the two (2) week period. The gross will then be deducted from the gross pay due from the Town. This procedure will eliminate the built-in error he or she has on their W-2 forms, and will also negate differences in the withholding taxes from two (2) payroll offices.

E) In the event an employee is called to active duty, the Town will provide family medical coverage to supplement any Federal Benefit differences that has occurred by the active duty call out. If needed the supplement coverage will provide the employee with the same level of benefits as their active insurance.

### **Section 2. Leave of Absence**

A) The Town Manager or shall make a good faith effort to grant an application from an employee for a leave of absence, without pay, not to exceed six (6) calendar months.

B) The Town shall continue to contribute the full amount of payments for that employee's health benefits for a period of up to ninety (90) days. The employee shall be responsible for the payments of health benefits after the first ninety (90) days has expired.

C) Prior to the reinstatement of the officer on leave, he/she must have a physical examination conducted by a physician paid for by the Town.

## ARTICLE XXI

### **Section 1. Grievances**

A) For the purpose of resolving alleged grievances of employees of the West Warwick Police Department arising out of the interpretation of this Agreement, the following grievance procedure is agreed to by the Town:

1) When an employee feels he/she has a grievance, he/she shall, in writing, within five (5) calendar days, bring it to the attention of the Executive Board of the Union to determine the justification of the complaint.

2) After the Executive Board convenes, and feels there is merit to the grievance, it shall appoint a representative to arrange a meeting within six (6) days thereof with the Chief of Police, who shall advise the Town Manager of the alleged grievance.

3) In the event the grievance cannot be satisfactorily resolved between the Union and the Chief within six (6) days, the Union may request a meeting within the next fifteen (15) days to present the case to the Town Manager (or his/her designated representative).

4) In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid within six (6) days, the matter shall be submitted to arbitration as set forth hereinafter.

5) It is agreed by the parties hereto that, in the event the complaint shall involve suspension or discharge of any employee, the employee shall continue to be paid until there has been a final determination of the grievance or to a maximum period of thirty (30) days, whichever occurs first.

B) In addition to the foregoing grievance procedure, the Union shall have the right to initiate a grievance as a grievant on its own behalf, utilizing the aforementioned grievance procedure.

### **Section 2. Discipline**

A) No employee shall be disciplined without just cause.

B) Employees covered by this Agreement shall have the right to file a grievance for any disciplinary action whether or not it involves the Law Enforcement Officer's Bill of Rights.

C) Any record of disciplinary action included in an officer's personnel file will be expunged from that file within two (2) years, provided that during the interim period the member has had no further departmental violations.

### **Section 3. Arbitration**

A) Within five (5) days from the expiration of the period set forth in this Article, the Town and the Union shall each appoint an arbitrator to represent them, and each shall notify the other of the name of the person designated by it as its representative, who shall meet and appoint a third disinterested party who shall act as Chairperson of Arbitration Board. In the event that the two representatives cannot agree on the third disinterested person within five (5) days, they shall request the assignment of an arbitrator from the American Arbitration Association.

B) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his grievance. Such individual(s) shall further be entitled to be represented by legal counsel of his own choosing.

C) Any decision handed down by the majority of the Arbitration Board shall be final and binding.

D) All costs and expenses of the impartial arbitrator shall be shared equally by the parties.

### **Section 4. Time Off for Union Duties**

A) All employees covered by this Agreement who are officers or delegates (i.e. duly elected members of the Executive Board) of the Union, shall be allowed time off when necessary for official union business, including meetings with the Town, grievances, grievance hearings, and the preparation thereof, with pay, and without requirement to make up said time.

B) The Town agrees to allow two (2) officers or delegates of the Union time off with pay for attending regional and national delegate meetings of the International Brotherhood of Police Officers if there is sufficient manpower available to cover for said employees as determined by the Chief of the Department. No officer or delegate of the Union shall exceed three (3) days per year for attending functions.

C) When official union business requires an officer or delegate to leave West Warwick Police Headquarters, notification shall be given to the Officer in Charge by said officer or delegate.

## **ARTICLE XXII**

### **Section 1. Special Officers**

A) The Town and the Union agree to establish a program to allow retirees covered under this Agreement to work NON-DEPARTMENTAL OVERTIME (Article VII, Section 6). The program will be titled as "Special Officers."

1) The "Special Officers" program will consist of any willing retired member on a normal non-disability status after July 1, 2005.

2) The Special Officers covered by this Agreement do not have the right to file a grievance with the Union on their behalf.

### **Section 2. Qualifications for Special Officer**

A) Retired from the West Warwick Police Department after July 1, 2005 with a normal non-disability status.

B) Must complete a minimum of four (4) hours of voluntary in-service training a year.

C) Must wear proper uniform of the day while conducting the detail as determined by the Chief of Police.

D) The Special Officers will not carry firearms while on duty.

### **Section 3. Hourly Rate of Special Officers**

A) Hourly Rate for Special Officers will be calculated as follows:

Detail Rate + Administration Fee - 20% of Billing Rate = Special Officers Hourly Rate

1) Detail Rate is the rate for Non-Departmental Details as described in Article VII Section 6 "Non-Departmental Overtime."

2) Administration Fee is the difference of the Billing Rate as determined by the Town minus the Detail Rate.

3) Billing Rate is the hourly rate as determined by the Town for private companies, organizations or enterprises as described in Article VII, Section 6 (A).

4) The twenty percent (20%) as described in the above formula will be maintained in a separate fund by the Town to cover any costs incurred by Special Officers that are associated with Workers Compensation, TDI, Unemployment Benefits, or any other associated or related costs.

## **ARTICLE XXIII**

### **Section 1. Present Benefits**

A) All existing benefits, practices and policies not covered by this Agreement shall continue in effect unless changed by mutual consent of the parties,

B) No new rules, regulations, revisions or policies shall be effected or implemented until they have been negotiated with and accepted by the Union.

C) No benefit, practice, or policy shall be deemed to be "existing" within the meaning of this Section unless it is open, notorious, mutually agreed upon as prescribed by law and continuously in effect over a legally sufficient period of time.

D) The Union shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police. Said suggestions will be given consideration and adopted, if deemed advisable by the Chief of Police.

**Section 2. Duration of Agreement**

A) This Agreement shall be in effect from the term commencing July 1, 2013 through June 30, 2014.

B) If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the Union and the Town, this contract will remain in effect until such time as a new contract is agreed upon.

C) The parties agree that the terms of this Collective Bargaining Agreement are effective only upon ratification of the Union and approval by the Town Council. Therefore, the Town of West Warwick has caused this instrument to be executed by its Town Manager and a majority of its Town Council and its corporate seal to be affixed. The Union, for its part, has caused this instrument to be executed by its President, its Recording Secretary and its I.B.P.O. National Representative.

\_\_\_\_\_ Dated: \_\_\_\_\_



# Exhibit A

Exhibit "A"



Colonel Joseph F. Crowley, Jr.  
CHIEF OF POLICE

**Town of West Warwick**

Police Department • 1162 Main Street  
West Warwick, Rhode Island 02893-4829  
Phone: (401) 821-4323 Fax: (401) 822-9206

**POLICY # 98-15**  
May 11, 1998

**COMPENSATORY TIME ADDENDUM**

The purpose of this memo is to clarify when compensatory time will be granted in eight (8) hour blocks. This policy will reflect the vacation section of the contract.

1. If two (2) officers are on vacation then an eight (8) hour block will not be granted.
2. If one (1) officer is on vacation then one (1) officer may be granted compensatory time.
3. If there are no officers on vacation then two (2) officers may be granted eight (8) hours compensatory time.

The granting of compensatory time in blocks of three (3) hours or less will be at the discretion of the OIC. This will be determined by the activity on a given shift at a given time. If the shift is busy with calls and to grant time would adversely impact officer safety, then the OIC will use his/her best judgement.

If there are any questions, please feel free to contact me.

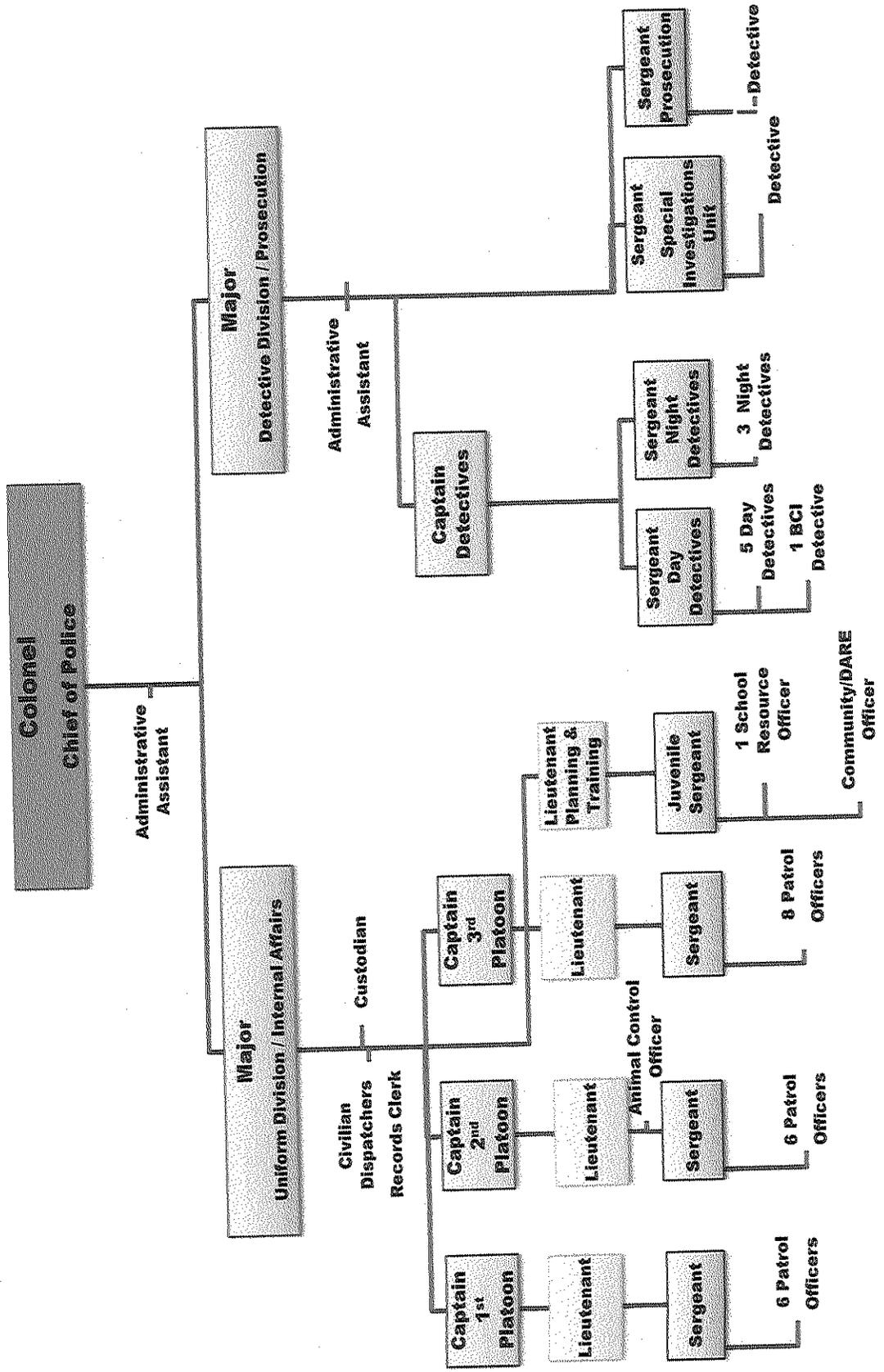
*Colonel Joseph Crowley*  
Colonel Joseph Crowley  
Chief of Police

*"Courage - Sacrifice - Devotion"*

# Exhibit B



# West Warwick Police Department Organizational Chart



**AGREEMENT**  
**BY AND BETWEEN**  
**THE TOWN OF WEST WARWICK**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS**  
**LOCAL 312**  
**JULY 1, 2014 THROUGH JUNE 30, 2019**

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## ARTICLE I

### **Section 1. Agreement**

A) Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, 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 Police Departments" with the exception of the Chief of Police, this Agreement is made and entered into this the \_\_\_\_ day of March, 2014 by and between the Town of West Warwick (hereinafter referred to as the "Town") and Local 312, International Brotherhood of Police Officers (hereinafter referred to as the "Union" and/or individually as "Employee").

### **Section 2. Recognition**

A) The Town hereby recognizes and acknowledges the Union, as the sole and exclusive bargaining agent for all full-time permanent police officers of the Town, with the exception of the Chief of Police, for the purposes of collective bargaining and entering into Agreements, relative to wages, rates of pay, hours and other terms and conditions of employment.

B) The rights of the Town and its employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

### **Section 3. Membership**

A) All members of the West Warwick Police Department who are covered by this Agreement must either be a member of Local 312, I.B.P.O., and/or must pay a maintenance charge equal to the prevailing weekly dues of the International Brotherhood of Police Officers (sometimes hereinafter the "Member" or "Members," "Employee" or "Employees").

### **Section 4. Non-Discrimination**

A) The Town shall not discriminate in any way against employees covered by this Agreement on the basis of an individual's race, religious affiliation, creed, gender, sexual orientation or preference, age or country of ancestral origin, political affiliation or union membership or non-union membership.

B) All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

### **Section 5. Dues Deduction**

A) The Town agrees to deduct union dues upon receipt of authorization form cards from members of the Union, who desire the Town to deduct such dues and also agrees to deduct the maintenance charge as provided in Section 3 of this Article.

B) The Town shall forward to the: I.B.P.O., 159 Burgin Parkway, Quincy, MA 02169 such dues deductions by the fifteenth day of the month following the month of deductions.

**Section 6. Indemnification**

A) 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**

A) The Union agrees that the Town has complete authority for the policies and administration of the Department of Police, which it shall exercise under the provision of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of police operations vested by law in the Town and not covered by this Agreement is in the province of the Town.

B) The Town Manager, on his/her own behalf, and on behalf of the Town, hereby retains and reserves unto himself/herself all rights, power, authority, duty, and responsibility confirmed on and vested in him/her by the Laws and Constitution of the State of Rhode Island and Providence Plantations and/or the United States of America.

C) The exercise of any such right, power, authority, duty or responsibility by the Town Manager and the adoption of such rules, regulations, policies as he/she may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

**ARTICLE III**

**Section 1. Seniority**

A) The Town hereby agrees that employees of the West Warwick Police Department shall have seniority rights, and said seniority shall apply with regard to the following matters:

1. Transfers or assignments to any division, department, designated transfers to shifts, beats, posts, days off, holidays, vacations, or agency by whatever name or title the transfer or assignment shall be labeled. Seniority shall also apply to school positions and educational seminars whenever applicable.

2. Any and all job bidding shall be according to seniority rights. Openings shall be posted for bids on the departmental bulletin boards for a period of three (3) days. The Chief of Police and/or his/her designee will notify absent employees by telephone of posted job opportunities.

B) Probationary Status - All newly appointed officers shall serve a probationary period of twelve (12) months from the date of appointment. The date of appointment shall be the date upon which the officer graduates the Rhode Island Municipal Police Academy. It is understood and agreed that no probationary officer may grieve or arbitrate the imposition of discipline of his/her discharge from employment with the Town during his/her probationary period. The Union covenants that it shall not process any grievances prohibited under this Section nor shall it submit a demand to arbitrate any such grievance.

## **Section 2. Determination**

A) Seniority is hereby defined as the continuous length of service an employee has been a police officer of the Town to include and approved leaves of absence. Seniority in rank or grade shall be from the date of appointment to that rank or grade.

1) In determining seniority, the length of time served by an employee on probationary status shall constitute service on the permanent Police Department. Probationary employees whose initial date of service shall be identical shall be placed by the grades or rating each shall have received at the Police Training School, with the highest grade being first in seniority, the second highest grade being second in seniority, and so forth.

2) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer, or assignment is limited to one rank or grade.

3) Seniority shall be broken only when a police officer voluntarily terminates his employment.

4) In the event an officer, junior in seniority, is forced to vacate his assigned position because of a negotiated change in the Table of Organization, that individual shall be allowed to exercise his seniority rights to bump an officer with less seniority than he/she for the shift and post assignment he/she prefers.

## **Section 3. Seniority list**

A) Within thirty (30) days following the execution of this Agreement, a seniority list shall be posted in a conspicuous location in the West Warwick Police Headquarters. Any and all amendments or corrections to said seniority list shall be made within thirty (30) days of the date of posting thereof.

## **Section 4. Layoffs/Recalls**

A) In the event it becomes necessary for the Town to layoff employees, those employees with the least amount of department seniority shall be laid off first. In the event of recalling, the last employee laid off shall be the first to be rehired.

## **Section 5. Vacation Bids**

A) During the first two weeks of March, all employees shall choose up to a maximum of two (2) weeks' vacation in accordance with seniority within their respective division and/or shift, the most senior employee from each shift or division indicating his/her preference first, and so on.

1) The remaining vacation days afforded to the employees shall be granted by seniority. An employee may not invoke his/her seniority rights by bumping a less senior employee within twenty (20) days of requested vacation day by the junior employee. This will not affect the first two (2) weeks selected in March by seniority.

a) One patrolman and one supervisor will be allowed to take vacation at the same time from each shift. If no patrolman or supervisor is on vacation at a given time, then two patrolmen or two supervisors may be granted the vacation day. At the Chief's or QIC's discretion, a third or subsequent officer(s) may be granted additional vacation days provided it does not unduly disrupt the operation of the Police Department. In accordance with Department Policy #98-15, dated May 11, 1998, compensatory time may be used in lieu of vacation time. Attached hereto as Exhibit A is said Department Policy 98-15.

2) In the event an employee voluntarily transfers to another shift and/or assignment after the established deadline for submitting vacation requests has passed, that employee shall not be entitled to bump another employee's vacation time by invoking his own seniority rights.

3) If an employee selects a vacation week that includes a holiday (except for holidays listed in subparagraph a) and for whatever reason cancels one day, that employee must cancel the entire four (4) days. A week supersedes a day.

a) No employee shall utilize either vacation, personal, or compensatory time for Christmas Eve, Christmas Day, December 26, New Year's Eve, New Year's Day, or Thanksgiving if said time off would require an employee to be ordered-in to meet the minimum manning requirements.

## **Section 6. School/Seminar Bids**

A) The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I, or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) Should the Chief determine that the candidate for school or educational seminar would be unrelated to the senior employee's present assignment, then a candidate shall be mutually agreed upon between the Chief and the Union.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the departmental bulletin board and announced at all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. The most senior bidder shall be awarded the school. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

5) The Chief of Police may bypass the most senior bidder by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to the most senior bidder. Employees who are O.J.I. or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

### **Section 7. Vacancy Bids**

A) All bids shall be posted on the departmental bulletin board for a period of three (3) days. Personnel interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police within three (3) days from the first day the bid was posted. A special notice will be sent to members on sick, injured on duty, or vacation leave at the time the vacancy was posted. A copy of the posted bid in which the bid was posted shall be sufficient notice to comply with this Section.

B) A senior officer may reject the award of a bid to a vacancy at his/her discretion without a need for an explanation. Further, in the event that an employee shall reject the position, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail. Formal written bids for vacancies may be withdrawn at any time prior to the bid being awarded and placed on the departmental bulletin board notifying all personnel that a certain officer has been the successful bidder for the vacancy.

### **Section 8. Reasonable Progress**

A) The successful bidder for any job shall be entitled to reasonable trial period of not more than one hundred and eighty (180) calendar days to determine whether he can acquire skills necessary for the performance of said job in a reasonably satisfactory fashion. At the end of said one hundred and eighty (180) calendar days from the date of trial transfer, the employee shall be considered as transferred in accordance with the provisions of this Agreement. 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 Police.

B) In cases where the bidder has failed to make reasonable progress then the Chief may recommend an extension of said trial period, not to exceed thirty (30) calendar days.

C) The term "reasonable progress" as used herein shall mean a comparison of the average employee(s) performing such work with the employee(s) involved.

## ARTICLE IV

### **Section 1. Department Structure**

A) Effective immediately, the staffing level will be fifty-one (51) officers.

Staffing shall consist of the following chart and plan attached hereto as Exhibit B:

**Patrol Division**  
(1) Major (5 & 2)

**12A.M.-8A.M.**  
(1) Captain  
(1) Lieutenant  
(1) Sergeant  
(6) Patrol Officers

**8AM-4PM**  
(1) Captain  
(1) Lieutenant  
(1) Sergeant  
(6) Patrol Officers

**4PM-12AM**  
(1) Captain  
(1) Lieutenant  
(1) Sergeant  
(8) Patrol Officers

**Detective/Prosecution**  
(1) Major (5 & 2)

**8AM – 4 PM**  
(1) Prosecution Sergeant  
(1) Prosecution Detective

**8AM-4PM**  
(1) Detective Captain  
  
(1) Detective Sergeant  
(5) Detectives  
(1) BCI Detective (5 & 2)

**4PM-12AM**  
(1) Detective Sergeant  
(3) Detectives

**Youth Services Bureau**

(1) Training/Planning Lieutenant (5 & 2 includes 2 nights)

- (1) Juvenile Sergeant
- (1) Community/D.A.R.E. Officer (5 & 2)
- (1) School Resource Officer (5 & 2)

**Special Investigations Unit (SUI)**

- (1) Detective Sergeant (5 & 2)
- (1) Detective (5 & 2)

**Traffic Unit\***

At the present time, there is no Traffic Unit.

Traffic Enforcement within the Patrol Division will not affect shift minimum manning requirements. The primary functions of the Traffic Unit will consist of traffic enforcement, radar and accident investigations.

- B) In the event that all civilian dispatchers have refused overtime positions, employees covered by this contract will be permitted to work overtime assignments as dispatchers.
- (C) The parties hereto acknowledge that three (3) of the aforesaid vacant positions will be filled as soon as future officers graduate from the Police Training Academy.
- (D) Nothing contained herein shall prevent the town from adding additional positions within the Department.

**Section 2. Minimum Manning**

A) The minimum staffing requirements within the Patrol Division shall be:

SHIFT	COVERAGE	AREAS
(12AM-8AM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(8AM-4PM)	Four (4) Patrol Officers	Posts: 2, 3, 4, 5
(4PM-12AM)	Five (5) Patrol Officers	Posts: 2, 3, 4, 5, 6

Should a Traffic Unit be staffed in the future, Traffic Officers will not be utilized to fulfill minimum manning.

**Section 3. Vacancies**

A) All vacancies or promotions within the West Warwick Police Department caused by an employee's death, retirement, promotion, or termination shall be filled within a period of twenty (20) days. All promotions shall be made from the eligibility list in effect at the time the vacancy occurred; provided, however, in the event more than three (3) officers retire in a given month, any and all promotions in rank and pay resulting from said vacancy shall be made effective immediately upon the creation of said vacancy, the date of transfer for said vacancies may be extended up to forty-five (45) days.

B) Vacancies within the patrolman's rank are to be filled at the same time promotions are made.

C) In the event a position is left vacant due to illness, death, retirement, resignation, promotion, etc., no employee will be temporarily assigned to an "acting" position. All vacancies shall be filled on a permanent basis.

D) For any new hires within the Department, the effective date of hire is upon graduation from the Police Academy.

#### Section 4. Promotions

A) Any employee covered by this Agreement may test for any rank which is one grade higher than what that employee currently holds.

1) In order to be eligible to test for the ranks of Lieutenant, Captain or Major the employee must have served at least one (1) year in the current rank by the date of the test.

2) Any employee of the department with a minimum of three (3) years of service may test for the rank of sergeant but will not be eligible for promotion until that employee has served a minimum of five (5) years of service.

B) At least three (3) months prior to any promotional examination, the Chief shall cause notice of such examination to be posted on the Police Department bulletin board, where it will be visible to all employees. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken. The materials to study will not exceed more than four (4) written sources.

C) Promotional points shall consist of the following unless in conflict with the Town Charter:

1) Written Examination:	70 points
2) Seniority:	20 points
3) Chief:	5 points
4) Education (from an accredited institution):	5 points
a. Associate degree in Criminal Justice:	2 points
b. Bachelor degree in Criminal Justice:	4 points
c. Master degree in Criminal Justice:	5 points

D) Points awarded to candidates of promotions, in accordance with paragraph (C) 2, 3, and 4, (seniority, Chief, and education), shall be listed and posted in a place visible to all employees, at least ten (10) days prior to the examination.

E) All promotional examinations shall be administered and corrected by the personnel department.

1) All questions on the written examination shall be multiple choice.

2) The tests will be corrected and final results posted for all employees no more than four (4) hours after the test was administered.

3) Completed examinations shall be kept for a period of eight (8) business days after the testing date. The corrected examination shall be made available for review upon request by the officer to the personnel director.

F) The final standings of each promotional list shall be posted. The employee's scores in each of the four (4) considered areas shall be made available privately to the employee upon his/her request.

G) A vacancy will be filled by promoting the top person on the eligibility list.

H) An employee's eligibility list for promotions shall be kept for a period of two (2) years, which shall commence from the date that the final promotional marks are submitted, unless exhausted prior to the completion of the two (2) years.

I) Any part of the promotional process that does not comply with the provisions of this Section shall be subject to the grievance procedures of this contract.

## ARTICLE V

### **Section 1. Duties**

A) The duties of the members of the Union shall consist of upholding the Constitution and laws of the United States of America, the Constitution and laws of the State of Rhode Island, the provisions of the Town Charter, and the ordinances of the Town of West Warwick.

### **Section 2. Details to Other Departments**

A) The Town agrees that members of the Union, whose duties are defined in Article V, Section 1 shall not be detailed to other departments of the Town for other than police duties. The detail or transfer from one unit to another within the Police Department shall be in accordance with Article III, Section 7.

### **Section 3. Details with Other Agencies**

A) The Town agrees that when occasions arise, employees may assist requesting law enforcement agencies with non-departmental details, as well as allowing other agencies to assist in West Warwick for non-departmental details.

### **Section 4. Off Duty but Required to Act Provision**

A) Off duty shall be defined as those hours when an employee is not working an assigned duty shift or Town-approved detail.

B) When an employee is off duty and finds it necessary to uphold the law, as per Article V, Section 1 of this Agreement, that employee shall be considered on duty. In such case, that employee shall be protected by all provisions of this Agreement.

## ARTICLE VI

### **Section 1. Hours**

- A) The regular working schedule for all employees, excluding those employees on a 5 and 2 schedule, shall be a six (6) day cycle of four (4) consecutive working days of eight (8) hours, followed by two (2) consecutive days off.
- B) Any employee on a 5 and 2 rotation will have a work schedule of Monday through Friday; 8 am to 4 pm, 7 am-3 pm Traffic Officer, unless otherwise mutually agreed upon, with weekends off. All employees working a 5 and 2 schedule shall receive four (4) hours of compensatory time per month.
- C.) In addition to the above, any employee working a 5 & 2 rotation will receive eight (8) "Kelly" hours of compensatory time that must be tracked separate and apart from normal compensatory time. Said Kelly hours must be used within a six (6) month period or said time will be forfeited. Further, said Kelly hours have no redeemable value upon which they can be cashed out.

### **Section 2. Mutual Switches/Substitutions**

- A) An employee has the right to substitute at any time regarding regularly scheduled work hours, provided, that at least twenty-four (24) hours' notice is given to the officer-in-charge (OIC).
- B) In the event an employee has to be relieved from his/her regular working shift, or departmental overtime or non-departmental overtime for any reason, that employee shall be responsible for payment to the employee relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.

### **Section 3. Compensatory Time (Earned & Used)**

- A) Any employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for departmental overtime hours worked.
- B) An employee must request time off from the Chief of Police or his designee and said request shall not be denied unless it adversely affects the manning of the shift in question or otherwise unduly disrupts the operations of the Police Department. In accordance with Department Policy #98-15, dated May 11, 1998, compensatory time may be used in lieu of vacation time. Attached hereto as Exhibit "A" is said Department Policy #98-15.

### **Section 4. Order-In Procedure**

- A) The parties hereto recognize that there occasionally arise situations where there is an inability to fill overtime positions within the Uniform Division. When the failure to fill existing overtime positions created by illness and/or vacations, and the refusal of officers to accept the overtime jobs in accordance with the voluntary, rotational overtime fist results in a manpower

shortage on a Uniform Division shift, it is agreed that the overtime position shall be filled by exercising the following procedure:

1) All reasonable attempts shall be made to fill the overtime job by offering the job to all employees whose names appear on the voluntary, rotational overtime list maintained for all overtime hiring purposes.

2) In the event the vacancy is not filled by voluntary acceptance of the overtime job by an officer on the rotational list, the least senior officer who has been granted a discretionary vacation on the understaffed uniform shift shall be ordered to work his regularly assigned job.

3) In the event the least senior employee cannot be contacted for the purpose of canceling his discretionary vacation day and ordering him back to work, the next least senior employee from that uniform shift who has been granted a discretionary day off will be contacted and ordered to work his regularly assigned duties.

4) Probationary officers shall be ordered to work in the event the overtime position is not voluntarily filled.

5) In the event there are no probationary officers available, the least senior employee from the preceding shift shall be required to stay four (4) hours after his/her regular shift and the junior employee from the following shift shall be required to come in four (4) hours prior to his/her regular shift, regardless of division assignment, excluding members of SIU.

6) In the event a supervisor is ordered to work in the Patrol Division he or she will be compensated at his or her overtime rate of pay.

B) No employees shall be ordered to work on a holiday that is his/her regularly scheduled day off, except in emergencies.

## ARTICLE VII

### **Section 1. Departmental Overtime**

A) In the event vacancy coverage is required to maintain the minimum manning levels, overtime will be equally and impartially distributed among off duty employees. All overtime shall be compensated at a rate of time and one-half the hourly salary rate of the position being filled. Any time worked from twenty (20) minutes past the hour shall be compensated as one full overtime hour.

B) In the event an employee is held over more than sixteen (16) hours that employee rate of pay shall be increased to double time with approval of the Chief or his designee.

C) An employee shall have the option to receive compensatory time off at the rate of time and one-half in lieu of receiving monetary payment for overtime hours worked.

D) Hours worked on private or special details shall not be counted in determining the number of hours worked for overtime purposes.

E) To be compensated for overtime worked at the rate of time and one-half, an employee must have received accredited workdays on the day before and the day after the day that overtime was worked. Sick leave taken during the week other than the day before or the day after the overtime day will not affect an employee's overtime pay. Regularly scheduled days off, compensatory days, vacation days, personal days, or administrative days shall be considered accredited workdays.

F) No employee shall have his/her normal scheduled tour of duty changed in order to compensate for or offset overtime hours worked outside his/her regular work shift or basic workweek.

G) In the event that all civilian dispatchers or any other qualified AFSCME employee have refused overtime positions, employees covered by this Agreement will be permitted to work overtime assignments as dispatchers. All supervisors regardless of rank who elect to work this overtime will be compensated at the rank of sergeant. All officers at the rank of Patrol will be compensated at their normal overtime rate. Supervisors regardless of rank, who elect to work patrol overtime shall be compensated at a sergeant's rate of pay only when there is no road supervisor available.

## **Section 2. Holdover Hours**

A) In the event it becomes necessary to hold over an employee from one work shift to the next, for reasons other than satisfying the minimum manning requirements, the assignments needed to be filled shall first be offered to those employees who are working the current shift with the greatest seniority. In the event that all the assignments are not filled, then employees who are working the current shift with the least seniority shall fill said assignments.

B) In the event that an employee is held over after his/her shift, the employee will be compensated for actual hours worked, with no minimum in effect. Employees working for twenty (20) minutes past the hour shall be compensated for the full hour.

## **Section 3. Call-Back Hours**

A) All employees of the Police Department called back to duty for any reason shall be compensated at the rate of time and one-half the employee's normal hourly rate of pay with a four-hour (4) minimum in effect. Every additional twenty (20) minutes worked past the hour will be paid as one full hour. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

B) Any employee required to report to duty outside of their normally assigned shift shall be compensated at the rate of time and one-half.

## **Section 4. Court Time**

A) Any employee who has to appear in court, outside of his/her regular work hours, as a witness shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours. If the employee is not required for the full four (4) hours, the employee will be immediately released upon completion of the assignment.

## Section 5. Recertification Hours

A) Whenever any off duty employee is required to attend any police related activity, including, but not limited to: Firearms Recertification, PR-24 Recertification, A.E.D Recertification or Breathalyzer Recertification he/she shall be compensated at the rate of time and one-half the regular rate of pay with a minimum of four (4) hours.

## Section 6. Non-Departmental Overtime (Special Details)

A) Non-departmental overtime includes school details, road construction details, details worked for the Board of Canvassers, details where liquor is being served, or any other detail for a private company, organization, or enterprise.

B) Non-departmental overtime shall be compensated at the following rates:

1) Detail Rate = Time and one-half the patrol officer's rate of pay.

2) Saturday Rate = Time and one-half the Detail Rate.

3) Sunday/Holiday Rate = Double the Detail Rate.

a) Road Construction details hired for weekdays (non-holiday) shall be compensated at the Detail rate as defined above. In the event that a road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at the Saturday rate as defined above.

b) Road construction details hired for a Saturday shall be compensated at the Saturday rate defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Saturday Rate.

c) Road construction details hired for a Sunday or a holiday, as defined in Article IX, Section 1 (including General Election Day) shall be compensated at the Sunday rate as defined above. In the event that the road construction detail exceeds eight (8) hours, those hours worked after the initial eight (8) hours shall be compensated at time and one-half of the Sunday Rate.

d) All other non-departmental overtime shall be compensated at the Detail Rate of pay as defined above regardless of the number of hours or the day of the week.

e) Any non-departmental overtime requiring a superior (ranking) officer to supervise other employees on the detail shall be compensated at the rate of time and one-half the supervisor's regular rate of pay.

f) Non-Departmental Overtime Special Details - Sunday / Holiday Rate=Double the Detail Rate. Christmas Eve after 12:00 PM and New Year's Eve after 12:00 PM will be compensated at the Holiday Rate for Detail purposes only.

- C) All requests by third parties for non-departmental overtime shall be made forty- eight (48) hours prior to the start of the overtime, unless the overtime is the result of an emergency situation.
- D) Any road construction on a main roadway or secondary roadway or in any case where public safety is concerned shall, at the discretion of the Officer in Charge (OIC) or Chief of Police, require a uniformed police officer to be present and he shall be paid at the above rates of pay.
- E) All non-departmental overtime hired shall specify the duration of the detail, with a four (4) hour minimum required. In the event the non-departmental overtime exceeds the time specified, the employee shall be compensated for eight (8) hours.
- F) All non-departmental overtime over the eight (8) hours, all time worked from fifteen (15) minutes past the hour shall be compensated as one full hour.
- G) Any cancellations of the above non-departmental overtime shall be made at least two (2) hours prior to the specified time of an employee's arrival at the detail or the four (4) hour minimum shall be paid. In the event the non-departmental overtime is not canceled prior to the employee's arrival, that employee shall be compensated as if that employee had worked the overtime.
- H) Any employee who has been assigned non-departmental overtime and is injured in the course of such overtime shall be compensated by the Town to the extent required by §45-19-1 of the Rhode Island General Laws, 1956 as amended from time to time, until such time as the member is retired or is no longer disabled.
- I) All detail monies earned will be paid through the Town payroll system with all appropriate deductions required under law and the terms of the Collective Bargaining Agreement. The cost of Social Security shall be borne by the person, organization or company employing said police officers on detail and billed for same by the Town.
- 1) All overtime monies earned shall be paid by the Town to the employee within one pay period of the time the detail is performed.
  - 2) Details worked for other Police Departments shall be paid through the Town payroll system at the prevailing rate of pay established by the collective bargaining agreement of the requesting Police Department.
- J) In the event an employee has to be relieved from his/her special detail for any reason, he/she shall be responsible for payment to the officer relieving him/her. The Town shall not be liable if a controversy arises over payment between the two employees involved.
- K) Employees working any overtime detail shall conduct themselves consistently with on-duty conduct.
- L) All members covered by this Agreement who retire on or after July 1, 2005 with a non-disability status, shall be eligible to become "Special Officers." A "Special Officer" (as

described in Article XXII) will be eligible to work all non-department overtime "Special Details." Details will be offered to Special Officers only after all full time active officers have been offered and refused-right of first refusal.

### Section 7. Overtime List

A) All departmental and non-departmental overtime shall be hired from the overtime list. The overtime list shall be governed by the following rules:

1) The overtime book shall have the names of all employees in alphabetical order, with at least one phone number at which the employee can be reached. Employees listing more than one phone number will designate a primary phone number.

2) The normal time for hiring overtime shall begin at 6:00 p.m. All departmental and non-departmental overtime for the following day will be hired at that time.

a) In the event that departmental and/or non-departmental overtime becomes available after the 6:00 p.m. hiring time, the Officer-in-Charge will hire the overtime at the most practical time proceeding the overtime.

b) In the event that a special function requires several officers (parade, festival, etc.), positions may be hired several days in advance.

3) The Officer-in-Charge or his/her designee shall call each employee available for the overtime, using the primary phone number of the employee. The use of secondary phone numbers shall be at the discretion of the Officer-in-Charge.

a) In the event the Officer-in-Charge reaches an answering machine, he/she will leave a brief message detailing the purpose of the call. The OIC shall note that an answering machine was reached, and then move on with the list.

b) If the primary number of an employee is a pager, the OIC shall leave the police station phone number on the pager, and wait a reasonable amount of time for the employee to call back. If no call is returned within the reasonable time, the OIC shall note that a pager was called, and then move on with the list.

c) If an employee is reached and takes or denies the overtime, this shall be noted on the overtime list.

d) If an employee is hired outside the 6 p.m. hiring time, he/she shall receive an "outside W," which notes that he/she shall be skipped during the next regular hiring.

1. If all employees refuse overtime, an employee with an "outside W" will be eligible for the remaining overtime.

2. Any employee being ordered to work shall not receive an "outside W."

4) After the 6:00 p.m. hiring, the list shall move three (3) names from where it began. The overtime list shall begin at that point during the subsequent hiring(s).

B) If departmental overtime positions are not voluntarily filled, then positions shall be filled pursuant to the order-in policy in Article VI, Section 4 of this Agreement.

C) If an employee cancels an overtime position voluntarily taken, he/she shall be suspended from the overtime list for a period of seven (7) days. If an employee cancels two (2) or more times during a fiscal quarter, the employee will be suspended from the overtime list for a period of fourteen (14) days.

D) The sole remedy for any missed assignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

E) Special Officers (as described in Article XXII) list will consist of all post July 1, 2005 retirees who have enlisted in the program and will be run alphabetically in the same manner as the active officers list.

**Section 8.** Notwithstanding any ordinance or policy to the contrary, there shall be no limit on the amount of money a retired employee can receive from working private details.

## ARTICLE VIII

### **Section 1. Vacation Time**

All Members of the West Warwick Police Department shall be entitled to the following annual amount of paid vacation:

With one (1) year of service and less than four (4) years	112.5 working hours
With four (4) years of service and less than eight (8) years	150 working hours
With eight (8) years of service and less than twelve (12) years	172.5 working hours
With twelve (12) years of service but less than sixteen (16) years	195 working hours
With sixteen (16) years of service or more	210 working hours

### **Section 2. Personal Time**

A) In addition to the above vacation schedule, all employees shall be entitled to thirty (30) hours of personal time.

### **Section 3. Accrual of Time**

A) Employees shall be allowed to carry over a maximum of two (2) full year(s) unused vacation time from one fiscal year to next.

**Section 4. Payment of Unused Time**

A) An employee may opt to be paid for unused vacation time, up to one (1) full year at straight time. Payments under this Section shall be requested in writing on or before April 1 and will be paid on or before June 30. Payouts shall be for previous fiscal years- accumulated vacation time according to schedule set forth in Section A. Said disbursement will be made separate and apart from the normal weekly payroll.

B) Upon resignation, retirement, termination, or death of an employee, all unused vacation time (not more than three (3) years accumulation) shall be paid to the employee, the employee's widow/widower, the employee's next of kin, or estate. All payments shall be made within thirty (30) days of the employee's departure.

**ARTICLE IX**

**Section 1. Paid Holidays**

A) The following fourteen (14) holidays shall be paid holidays for all members of the West Warwick Police Department:

- |                             |                     |
|-----------------------------|---------------------|
| New Years' Day              | Victory Day         |
| Presidents' Day             | Veterans' Day       |
| Martin Luther King, Jr. Day | Labor Day           |
| Easter Sunday               | Columbus Day        |
| R.I. Independence Day       | Police Memorial Day |
| Memorial Day                | Thanksgiving Day    |
| Independence Day            | Christmas Day       |

**Section 2. Holiday Procedure**

A) For pay purposes, holidays will be considered to fall on the day of observance declared by the Town, except that the following holidays will be considered to fall on the actual day on which the holiday falls: Independence Day (July 4), Christmas Day (December 25), New Year's Day (January 1).

B) Holidays shall be paid at the rate of eight (8) hours pay and shall be paid to each employee over and above his weekly salary whether he or she works or not.

C) In the event a member is required to work on any of the aforementioned holidays, said member shall receive eight (8) hours pay at the rate of time and one-half in addition to the benefit cited in subsection (B) above, for those hours worked on the celebrated day of the holiday.

D) Officers working a five and two schedule shall be entitled a half day off on the day before Christmas and the day before Thanksgiving and Good Friday, said half days to be in addition to the holidays provided in Section 11.

E) Whenever a holiday is observed on a Saturday or a Sunday, all members working a 5 and 2 work schedule will be granted one (1) additional vacation day per year per occurrence.

## ARTICLE X

### **Section 1. Sick Time**

A) Sick leave for employees shall be granted at the rate of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate from year to year without limitation.

### **Section 2. Reasons for Deductible Sick Leave**

A) Sick leave for employees 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 present position.

2) Attendance upon a family member including domestic partner within the household of an employee whose illness requires the care of such employee for a period not more than four (4) consecutive days at any one time. Employees can be required to sign an affidavit stating that there is no way to make other arrangements. In the event that a member of an employee's family is suffering from a serious health condition, additional time shall be granted in accordance with the Family and Medical Leave Act. Domestic Partner is defined as a partner of the same or opposite sex who lives in the same household for at least six (6) months and has made a commitment to continue to live as a family.

### **Section 3. Sick Leave Not Deductible**

A) Enforced quarantine when established and declared by the State Department of Health for the period of such quarantine only.

B) In the case of death of a mother, father, stepmother, stepfather, spouse, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, or of the spouse's immediate family, including grandmother or grandfather each employee shall be entitled to a leave of absence with pay from the time of notification of death up to and including the day following the burial of the deceased. In cases where unusual distance exists, such period shall be extended to a maximum of seven (7) days. In addition thereto, in the case of an employee of the Jewish faith, they shall be entitled an actual period of mourning not to exceed seven (7) days from the date of the burial.

C) In the case of relatives of employees other than as provided in subparagraph (B) above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of the deceased, provided that written notice of such leave of absence shall be given to the employee's commanding officer at least one (1) day prior to such leave.

#### **Section 4. Maternity/Paternity Leave**

- A) Employees who completed at least one (1) year of service shall be granted a leave of absence for childbirth not to exceed six (6) months. A doctor's certificate of pregnancy must be given by the employee as to when the employee should commence her leave.
- B) During the period of pre-birth or afterbirth, for a period not exceeding sixty (60) days, certified by the employee's physician that the employee is disabled relating to either the pregnancy or the birth of the child, employee shall have said sixty (60) days treated as any other temporary disability in terms of accumulated sick leave, seniority status, pay, medical insurance benefits and all other fringe benefits. Subsequent to the sixty (60) days for the remainder of the four (4) months, the employee shall not accumulate sick leave or vacation or annual leave, but shall continue in her seniority status, medical insurance benefits and other fringe benefits.
- C) An employee planning to take a childbirth leave shall notify the Chief of Police, or his designee, of her intention to leave thirty (30) days prior to the start of such leave. However, this advance notice shall not apply in the case of medical emergency. The employee shall give the Chief of Police, or his/her designee, fifteen (15) days' notice of her intention to return to her duties from such leave.
- D) In the event that an employee adopts a child at or under the age of five (5) years, all rights under this Section shall be granted to that employee.
- E) No paragraph in this Section shall impede or restrict the rights of an employee granted under the Family and Medical Leave Act. However, time off under the Family and Medical Leave Act is not intended to exceed six (6) months total time per child per incident.

#### **Section 5. Payment of Unused Time**

- A) Upon termination, retirement or death, the employee's sick leave shall be returned in cash or in credit toward retirement to the individual, widow/widower, his estate, or next of kin; at the following rate:

One to one hundred-fifty days (1-150) at 100%.  
One hundred-fifty one to two hundred days (151-200) at 50%.  
Two hundred One to two hundred fifty days (201-250) at 25%.

Said payment shall be made within thirty (30) days of the employee's departure.

- B) Additionally, employees will be able to sell back fifty percent (50%) of their annual sick leave to the Town which will be paid at straight time. Requests must be made on or before January 1 of each fiscal year. Disbursements will be within thirty (30) days from January 1 and checks will be made separate and apart from the normal weekly payroll.
- C) During the month of March in every year, the Town of West Warwick shall cause to be published and dispatched to the members of the Police Department their present entitlement under this clause.

## **Section 6. Time Towards Early Retirement**

A) An employee may elect to have up to one hundred and thirty (130) days of 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 periods his full pay until the date of his/her normal retirement.

B) Any employee wishing to utilize the Time Towards Early Retirement clause of this Agreement must, in writing, notify the Town of his/her desire, and said time shall be used consecutively and without recourse for return to duty. Said employee will not be allowed to accrue any additional time for vacation, sick or personal time however, said employee shall receive all other benefits and privileges afforded to that employee in accordance with this Agreement.

C) With regards to the vacancy created by the departure of any employee utilizing the Time Towards Early Retirement, the Town shall construe the vacancy to have occurred on the first day that that employee utilizes toward early retirement. Vacancies shall be filled in accordance with Article IV, Section 3 of this Agreement.

## **Section 7. Voluntary Donation of Accumulated Sick Leave and Vacation Time**

A) A member seeking donated sick leave days or vacation days shall submit his/her request to the President of the Union or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate his/her accumulated sick leave time or vacation time, the member must sign a "Donation Affidavit," as utilized by the department. Furthermore, any member who voluntarily elects to donate his/her accumulated sick leave or vacation time shall lose all rights and interest in said days.

B) In order to be eligible to receive a donation of accumulated sick leave or vacation time, the member receiving the donation must be: (a) suffering from a non-OJI related illness or injury (including but not limited to maternity leave), (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, domestic partner, or parent who does not reside within the member's household) whose illness requires the care of such member's available annual sick leave days. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, personal days, and compensatory time the member receiving the donation must first have exhausted all of his/her sick leave time, vacation time, personal days and compensatory time.

C) A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time or vacation time to another member within the department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the department than the donating member).

D) Each member can only donate his or her accumulated time up to eighty (80) hours per fiscal year.

E) It is further agreed upon that no member can file a grievance against the Town or the Union for being denied any donated accumulated time.

## ARTICLE XI

### **Section 1. Clothing and Equipment Allowance**

A) All employees covered by this Agreement shall receive twenty-two hundred fifty dollars (\$2,250.00) for repair, replacement and maintenance of personal equipment. This allowance shall be paid in the first pay period in the month of April of each year. Said disbursement will be made separate and apart from the normal weekly payroll.

### **Section 2. Lost/Stolen/Damaged Equipment**

A) The Town shall replace any clothing and equipment damaged or lost in the line of duty to include but not be limited to; eye glasses, dentures, watches and other personal effects.

### **Section 3. Bulletproof Vests**

A) The Town recognizing the importance of police officer safety, shall provide fitted protective body vests to each employee so requesting. It shall then be the responsibility of the employee to maintain the vest and show it upon request by the Chief at the start of their regular shift. The Town shall pay up to a maximum of three hundred dollars (\$300.00). If an employee wishes to upgrade the vest, he must pay for the additional costs. At the conclusion of the warranty period, expected to be five to six years, and upon the return of the obsolete vest, the Town shall provide a new vest to the employee, if he/she so requests. The vest becomes the property of the officer who it was issued to, unless he/she requests a replacement.

### **Section 4. Rain Gear**

A) The Town shall replace rain gear (raincoats and boots) which are unserviceable or unsightly because of normal wear and tear.

### **Section 5. Uniform Changes**

A) In the event the Town contemplates a change in uniform for the Police Department, it agrees to negotiate the change with the Union prior to instituting a change. The Union will be allowed to have one (1) designee appointed to the panel.

### **Section 6. Uniform Inspection**

A) Every employee must maintain a full uniform, as provided for in the current contract. The Chief of Police may conduct an annual inspection to verify that each employee's uniform is in good condition.

## ARTICLE XII

### Section 1. Salaries

- A) Salaries for employees of the West Warwick Police Department shall be as set forth below.
- B) The below salaries shall be paid each week on a Wednesday.

\*Salaries do not reflect shift differential

RANK	7/1/2014	7/1/2015	7/1/2016
	0%	0%	0%
Prosecution Major	\$1,441.25	\$1,441.25	\$1,441.25
Patrol Major	\$1,408.51	\$1,408.51	\$1,408.51
Detective Captain	\$1,312.68	\$1,312.68	\$1,312.68
Patrol Captain	\$1,279.94	\$1,279.94	\$1,279.94
Pros./Admin. Lieutenant	\$1,248.41	\$1,248.41	\$1,248.41
Patrol Lieutenant	\$1,215.65	\$1,215.65	\$1,215.65
Detective Sergeant	\$1,184.12	\$1,184.12	\$1,184.12
Patrol Sergeant	\$1,151.39	\$1,151.39	\$1,151.39
Detective	\$1,078.60	\$1,078.60	\$1,078.60
Patrol Officer	\$1045.85	\$1045.85	\$1045.85

In accordance with Article XXIII, Section 2, Subsection D, the parties agree to reopen this agreement during years 2017 and 2018 with respect to wages only. In any such negotiation, the parties will consider, among other factors, the Town's then prevailing fiscal condition and the health of the Pension Plan.

### Section 2. Shift Differential

- A) Any employee working between the hours of 4:00 p.m. and 12:00 midnight shall receive an additional thirty cents (\$.30) per hour.
- B) Any employee working between the hours of 12:00 a.m. and 8:00 a.m. shall receive an additional thirty-five cents (\$.35) per hour.

### Section 3. Service Out of Rank

- A) Employees who assume the responsibility of a higher rank shall be compensated for this service at the same rate of pay as the employee for whom they are filling in. Such higher rates shall apply commencing immediately upon assuming the responsibility. No employee shall receive more than one (1) pay grade higher within their division.
- B) 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 the benefits of the higher rank, including, but not limited to, pay at the rate he/she was receiving while serving out

of rank, provided that the rate of pay or the rank is equal to or greater than what that member currently holds.

#### **Section 4. Longevity**

A) The Town shall pay longevity payments to all employees in recognition of continuous dedicated service to the Town in accordance with the following schedule:

4 years to less than 8 years	4.50% of annual salary
8 years to less than 12 years	6.00% of annual salary
12 years to less than 16 years	8.00% of annual salary
16 years to less than 20	10.00% of annual salary
20 years and above	11.50% of annual salary

B) The longevity payment will be paid in a check separate and apart from the normal weekly payroll. In instances when an employee shall leave the services of the Town prior to the first pay period in November, said payment shall be made within thirty (30) days of the employee's departure.

C) In accordance with the FLSA, the Town shall calculate additional payments due employees as a result of overtime on a quarterly basis. These payments shall be made in a check separate and apart from the weekly payroll on the last pay period of the following quarter.

D) 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.

(E) Any employee who receives a longevity payment and terminates employment with the Town prior to June 30, 2014, shall reimburse the Town to the extent any longevity payment so received was based upon time not actually served.

### **ARTICLE XIII**

#### **Section 1. Health & Dental Benefits - Active Employees**

A) Effective July 1, 2014, Members of the Police Union shall be offered and shall select one of two alternative HealthMate, Coast-to-Coast insurance benefit plans attached hereto as Exhibit C (hereinafter the "\$500 Deductible Health Plan"), and Exhibit D (hereinafter the "HSA Plan").

1) The Town shall also provide Delta Dental, Levels I, II, III, and IV.

In the event that the health plan provider (third-party) unilaterally changes the terms, conditions, and obligations of the health insurance plan/benefits, the Union and the Town shall agree to re-open the collective bargaining agreement to address the unilateral changes made that were beyond the authority and control of the Union and the Town.

In addition, upon receipt by the Town of notice, provided by the health care provider (third-party), of changes to the health insurance plan/benefits, then the Town shall provide said notice to the Union forthwith. Both the Town and the Union shall jointly request of the health plan provider (third-party) for an extension of time, if necessary.

Both the Town and the Union shall agree to re-open negotiations within seven (7) days of the Union's receipt from the Town, of notice regarding changes to the health care plan/benefits. After negotiations have been reopened, should the parties reach an impasse without resolution, both parties agree to petition for binding arbitration through the American Arbitration Association, for utilizing expedited arbitration procedures pursuant to the rules.

B) The Health Plans available to active employees as set forth in Exhibits C & D are summarized as follows:

1) **\$500 Deductible Health Plan**

Co-Payment Schedule

Office Visits	\$15.00/\$25.00
Urgent Care	\$25.00
ER Co-Pay	\$100.00
Rx Benefits	\$7/\$30/\$50
Deductible	\$500 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.

Effective January 1, 2012 and thereafter, the contribution for active employees who elect to remain in the above described "traditional" plan will increase to 20% of the working rate.

2) **Health Savings Account:**

Implement High deductible plan effective January 1, 2012  
\$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 enrolled in the individual plan and \$1,500.00 for each employee enrolled in the family plan of the Town's High Deductible Health Plan.

C) The Town may provide an optional additional health care plan which is substantively equivalent to health care provided. Employees who voluntarily choose such alternate coverage, if the coverage costs less than health care provided, shall receive fifty percent (50%) of the savings resulting from the choice. If, however, such a plan costs more than health care provided, the employee shall pay the difference between the cost of health care provided, and the optional coverage. Employees will be allowed the opportunity each year during the applicable open enrollment period or at other times established by law to change carriers.

D) Employees will be given the option to make their health care contributions Pre-Tax.

E) Effective July 1, 2005 there shall be no co-payment of Health Insurance Premiums for present retirees and future retirees except as set forth in Section 2B below.

F) During the term of this Agreement, the Town at its discretion may provide other alternative health insurance coverage which will provide Police Officers with the same level of benefits and service, including benefits for any pre-existing condition, as received currently. In such cases, the Town will meet and notify with the Union prior to changing health care providers. If the Union disagrees with the Town pertaining to the equivalency of the health care benefits, the Town or the Union may file for expedited arbitration so that an arbitrator may rule whether the health care benefits are the same level. The Town agrees that no changes will be made in the present health care if there is a dispute until such time that a decision is rendered from the arbitrator.

## **Section 2. Health Benefits- Retirees**

A) No employee who is retired shall be eligible to receive health benefits unless and until such employee is eligible to receive his or her pension.

B) 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.

C) 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.

D) 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. There shall be no co-payment of health insurance from individuals on the HAS Plan other than the required contribution as defined in Article XIII, Section 1.B.2 entitled Health Savings Account.

## **Section 3. Wellness Program**

A) A wellness test will be conducted in an effort to keep members of the department in good overall health. Those who wish to partake may voluntarily take this test. There will be no compensation for taking the test itself. Those working will be allowed time off to take the test, but only if scheduling does not allow for it on the officer's time off. Preparation for the test will

be done on one's own time with no liability to the Town. No officer may take the test more than two (2) times per year.

B) The test will be administered by a Department Physical Fitness Specialist, who is certified through the Rhode Island Municipal Police Academy and the Cooper Institute. The test will consist of the Rhode Island Municipal Police Academy entrance standards and it will be evaluated under the pass/fail scoring system. If a member fails at any point during the test, the test will end for this member.

C) Payment for successful completion of the test will be as follows:

a. The first attempt and pass will result in payment of five hundred fifty dollars (\$550.00) for the member, paid within the next two (2) pay periods and the amount will be added onto the base pension formula.

b. If a member passes said test two (2) consecutive years the payment will be seven hundred fifty dollars (\$750.00), paid within the next two (2) pay periods and added onto the base pension formula.

c. Effective 01/01/08 if a member who passes said test three (3) consecutive years the payment will be one thousand dollars (\$1,000.00), paid within the next two (2) pay periods and added onto the base pension formula.

d. In the event a member fails or does not take the test any given year, he/she receives no payment.

e. After a member fails or skips a year the next test he/she decides to take, if passed will result in a five hundred fifty dollar (\$550.00) payment. The payment schedule as detailed in b and c will continue from that point upon successful completion of said test

#### **Section 4. Other Post Employment Benefits (O.P.E.B.)**

Effective July 1, 2014, all bargaining unit members will contribute One Percent (1%) of their wages per week, pre-taxed, toward O.P.E.B.

### **ARTICLE XIV**

#### **Section 1. Injuries/Illness in the Line of Duty**

A) An employee incapacitated by reason of injury or illness contracted in the line of duty shall receive full salary while his/her incapacity exists or until he/she is placed on disability retirement. Any medical expenses in connection with the injury/illness shall be paid by the Town. Said employee shall be covered pursuant to the General Laws of the State of Rhode Island, Chapter 45-19, Section 1, as amended, or until they are placed on disability pension.

B) The Town agrees that an employee will be considered as injured on duty if such injury occurs at any time while such employee is actually performing police work, even though said

employee may not actually be on his/her regular tour of duty, in accordance with Article V, Section 4 of this Agreement.

## **Section 2. Medical Care**

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

1) Employees injured or who contract illness in the line of duty, whose condition requires admittance to a hospital, shall have the right to select a hospital in the State of Rhode Island and a physician from the staff of that hospital. The choice shall be made by the employee or, if his/her condition prevents him/her from making his choice, the choice shall be made by his/her nearest relative who may be available at the time. In other cases where hospitalization is not required, the employee shall have the right to a specialist of his/her own choice from the staff of a hospital in the State of Rhode Island for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

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

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

4) In any case where an employee desires to be hospitalized in a hospital outside the State of Rhode Island, the Town shall permit said employee to be hospitalized or to be so treated by such physician only if there is on file with the Town Clerk of the Town a certificate from the employee's resident physician in the State of Rhode Island that such hospitalization outside the State of Rhode Island is required for proper treatment and/or cure of said employee's injury or physical condition.

5) When an employee has suffered a job-related injury and an occasion arises when that injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the Town's expense. In the event that the physician who attended the employee for the original injury is not available by reason of illness, death, or from other circumstances, the employee shall have the right to engage a specialist of his own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of this Section.

6) The Town shall have the right to have an employee who is claiming a job-related injury examined by a qualified physician of the Town's choosing.

7) The Town shall 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 a result of said employee's exposure to contagious disease where said employee has been exposed to said disease in the line of duty.

### Section 3. Light Duty

A) An injured employee, or an employee who is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, shall be required to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and the Town physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

2) Prior to reporting to light duty, the employee must be informed in writing of the type of work he/she must do. This must be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee cannot be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.

3) No member shall be required to leave the station while on light duty.

4) The member must be granted time off for doctor's visits or therapy.

5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

B) It is not the intent of this Section to in any way circumvent the terms of RI Law 45-19-1, as amended.

C) An employee who suffers a non-job related injury or illness and is temporarily disabled in any circumstance where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may be allowed to work light duty status, provided the following holds true:

1) Capability to perform light duty shall be determined by the employee's physician and, if so desired by the Town, by the Town's physician. If they fail to agree, then a third physician, a specialist in the area of the injury, mutually agreeable to the employee's physician and the Town's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The cost of the examination will be paid by the Town.

- 2) Prior to reporting to light duty, the employee and Town must agree in writing to the type of work he/she will perform. This shall be provided to the employee prior to the examination by the impartial physician referred to in subparagraph (1) above. Said employee will not be required to perform any task or duty not enumerated in the light duty job description provided to that employee by the Town.
- 3) No Member shall be required to leave the station while on light duty.
- 4) The Member must be granted time off for doctor's visits or therapy, however, said time shall be deducted from the employee's accumulated sick, vacation, personal or compensatory time.
- 5) Light duty assignments shall in no way further impair the employee's recovery or add to the employee's injury. Nor should the assignment be in conflict with the department's Rules and Regulations or Policies and Procedures.

#### **Section 4. Subrogation Rights**

A) The Town shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member receives payment from said third-party. The attorney for the member of the bargaining unit shall be entitled to a reasonable fee for collecting said monies from said third party.

### **ARTICLE XV**

#### **Section 1. Schools/Seminars**

A) The Town agrees that when a school or seminar is offered to employees, a notice of the school or seminar will be posted for four (4) consecutive days on the department bulletin board and will be read at roll call. Employees on O.J.I. or extended illness will be contacted by telephone. Employees interested in attending this school or seminar will submit a bid to the Chief of Police in writing within the posted time limit.

1) Seniority within each rank or grade shall prevail where a job bid, position, school, transfer or assignment is limited to one rank or grade.

2) Should the Chief determine that the candidate for school or educational seminar would be unrelated to the senior employee's present assignment, then a candidate shall be mutually agreed upon between the Chief and the Union.

3) Appearance. Employees attending schools or seminars will wear casual business attire (i.e., no sneakers, t-shirts, jeans, or shorts) or uniform of the day, unless said school specifically requires certain attire for training purposes or recommends otherwise.

4) Non-Specialty Schools - A school is defined as a "non-specialty school" when the content of the course study is non-specific, general, or introductory in nature. When such a course is offered, it shall be posted for bid on the Departmental bulletin board and announced at

all roll calls for all shifts for a minimum of four (4) days. Those on O.J.I. or extended illness will be notified by telephone. Employees interested in attending this seminar or school will follow the bidding procedure by submitting a bid to the office of Chief of Police in writing within the agreed limit. The most senior bidder shall be awarded the school. Provided however, that no officer may be allowed to attend more than two schools or seminars (or a combination thereof) within a calendar year from the first school or seminar they attended, unless no one else wanted to attend and the school would otherwise go unattended.

5) The Chief of Police may bypass the most senior bidder by mutual agreement between the Chief of Police and the Union, or when an employee has attended the same or a similar school previously or has not taken a prerequisite course. The exception would be if the school or seminar is a prerequisite; in this case the Chief shall award the school or seminar to the most senior bidder. Employees who are O.J.I. or on extended sick leave will not be eligible to bid unless a physician certifies in writing said O.J.I. or extended sick leave will be ended by the date training begins.

## **Section 2. In Service Training**

A) The Chief or his/her designee shall be permitted to temporarily transfer employees from his/her permanent bid positions for in service training for up to sixty- four (64) hours per year, allocated in blocks of thirty-two (32) hours. This may include firearms training. The training will be developed by a training coordinator and the Chief, the Chief and the training coordinator will consider recommendations supplied by the employees.

## **Section 3. Firearms/Training/Qualifications**

A) In the event, the Police Department supplies a new standard weapon, all employees will attend a minimum three (3) day transition training program. Additionally, firearms training will be conducted a minimum of two (2), eight (8) hour training sessions per year, to include night firing exercises. Satisfactory completion of this training shall be a condition of further employment. The Town agrees to supply each employee with a minimum of five hundred (500) rounds of ammunition for the purpose of qualification. In the event an employee fails to qualify, the Town shall provide up to two (2) additional remedial opportunities for the employee to satisfy the requirements for this Section at his/her own expense and on his/her own time.

# **ARTICLE XVI**

## **Section 1. Pension Plan**

A) The present vested rights and disability rights shall be as set forth in the Pension Trust Fund and this Agreement.

B) Annual Base Salary is defined as the basic rate of annual earnings, longevity payments for the twelve months preceding the date of retirement, wellness stipend, and one hundred five (105) hours of holiday pay at the employee's hourly rate of pay during each fiscal year as set forth in this Agreement. In determining basic annual salary, no credit shall be given for overtime, clothing allowance, cleaning allowance, sick bonus or any other payment that is not part of the employee's weekly earnings.

C) All active officers who have Twenty (20) years of service as of June 30, 2014 shall have the following rights:

(1) Each Member who shall serve twenty (20) years of continuous service shall receive a pension of no less than fifty percent (50%) of the employee's annual base salary (straight retirement no age).

(2) Each Member who serves more than twenty (20) years of service shall receive an additional two and one-half percent (2 1/2%) of annual base salary increase for each additional year served after the 20th year up to a maximum of seventy percent (70%) of his/her salary.

D) For all other Members who do not have twenty (20) years of service as of June 30, 2014, effective July 1, 2014 and thereafter, the pension benefit for any retiring Members shall be calculated as of the date of retirement in accordance with the following schedule which shall apply to both past and future service:

<u>Years</u>	<u>Percentage Benefit</u>
20	50
21	51
22	52
23	53
24	54
25	55
26	57.5
27	60
28	62.5
29	65
30	67.5
31	70

By way of explanation, a Member will earn 2.5% of pay for the first twenty years of service, 1.0% of pay for the succeeding five years of service, and 2.5% of pay for the succeeding six years of service.

E) Effective July 1, 2014, any Member hired on or after July 1, 2014 who thereafter completes twenty (20) years of service but has not reached the requisite age of 50 may retire; however, that Member shall not be eligible to receive his or her pension until fifty (50) years of age. The pension for each Member shall be as set forth in subparagraph 1D hereof.

F) All employees who retire after July 1, 2000 shall be entitled to a two and one quarter percent (2 1/4%) compounded cost-of-living increase on each anniversary date of retirement for a maximum of fifteen (15) consecutive years. Notwithstanding the foregoing, effective July 1, 2014 and thereafter, the annual cost-of-living adjustment ("COLA") due to each Member as provided for herein or in any other CBA, shall be suspended for Seven (7) years commencing on each Member's retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two and One-Quarter Percent (2.25%) compounded annually for Fifteen (15) years.

G) There shall be no compulsory retirement age.

H) (1) Any Member who elects to provide the Town with a six (6) month notice of intent to retire and does so retire upon the effective date as indicated shall receive a one-time payment of Two Thousand Five Hundred (\$2,500) dollars to be paid at the time of retirement.

(2) Any Member who elects to provide the Town with a nine (9) month notice of intent to retire and does so retire upon the effective date as indicated shall receive a one-time payment of Three Thousand (\$3,000) dollars to be paid at the time of retirement. It is hereby agreed that no Member shall be entitled to both payments for early notification as defined in Sections 1 and 2 herein stated.

## **Section 2. Contributions**

A) Effective January 1, 2014, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Ten Percent (10%) of Annual Base Salary. Effective July 1, 2014 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Eleven Percent (11%) of Annual Base Salary. Effective July 1, 2015 and thereafter, contributions to the Pension Plan for all current and future Members shall increase to an annual rate of Twelve Percent (12%) of Annual Base Salary. The aforesaid Member contributions shall continue for all years of service. The Town shall fund 100% of the Pension Plan's annual required contribution as determined by the Town's actuary in accordance with the Town's Five (5) Year funding improvement plan as submitted to and approved by the State of Rhode Island. The Town will contribute the additional money required to provide a pension plan and shall assume the cost of administrating the plan.

## **Section 3. Armed Service/Municipal Service Credit**

A) Employees will be allowed to purchase an additional two (2) years of service for time spent in active military service or prior municipal service for the Town. Such time may be purchased at the employee's contribution rate and salary at the time the employee first began contributing to the pension. The actual employee contribution necessary to purchase such time shall be determined by the pension actuary. This option must be elected during the term of this Agreement. Under no circumstances may election of this option allow any employee to retire prior to serving twenty (20) continuous years on the police force as required by this Agreement.

## **Section 4. Disability Retirement**

A) Employees who remain away from their regular employment as police officers for the Town due to reasons stated in Article XIV, shall, at the expiration of eighteen (18) continuous months, return to regular duty within thirty (30) days thereafter, or shall be deemed physically unfit for duty, and therefore shall be placed on disability retirement, and shall be paid at the rate of two-thirds of the salary of the rank they held at the time of their disability, and that their disability pension payments shall continue to be NO LESS than two-thirds of the salary being received by an active police officer holding the same rank during the time the member is on disability retirement.

B) The Town shall cause the Pension Committee to immediately institute the disability retirement provisions.

C) Notwithstanding the foregoing, should said employee become gainfully employed again as a police officer, the Town of West Warwick shall be relieved from said disability pension obligation to that employee. That employee shall then receive what is otherwise known as a "normal retirement pension" based on the number of years served within the Town of West Warwick with all other rights, benefits, privileges and compensation so entitled.

D) Members who retire on disability, shall have their disability pension benefit calculated on Annual Base Salary. Members with an occupational disability who remain occupationally disabled at the time of their retirement will continue to be treated in accordance with the Town's ordinances and the Pension Plan. A disabled Member who is not occupationally disabled at the retirement age provided in the Plan shall have his or her pension benefits reduced to an amount equal to the Member's accrued benefit under paragraph 1D hereof, and shall not have their pension benefits thereafter increased by any escalator provision in the Town's pension ordinances, the Pension Plan or any collective bargaining agreement; provided, however, that such Member shall receive a cost-of-living adjustment for fifteen (15) consecutive years, irrespective of how many years said member received a COLA while collecting a disability pension, applicable to such Member under the applicable collective bargaining agreement without suspension or variance as provided in subparagraph 1F hereof.

#### **Section 5. Spouse/Family Benefits: When an Employee is Killed While On-Duty**

A) In the event an employee 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 family shall receive sixty-five percent (65%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),\* until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) 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-three (23) 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.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's Annual Base Salary as defined in Article XVI, Section 1(B).\* The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI Section 1 (F) of this Agreement.

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

\* It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's 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 6. 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 1-4 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) If the vested employee is married or unmarried with children, the family shall receive the percentage of the employee's annual base salary as defined in Article XVI, Section 1(B),\* 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-three (23) 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-three (23) 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.

2) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the percentage of the employee's Annual Base Salary as defined in Article XVI, Section 1(B),\* 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), or until the spouse remarries, or until covered under a federal program.

3) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XVI, Section 1(F) of this Agreement.

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

\* It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's 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.

**ARTICLE XVII**

**Section 1. Legal Defense and Indemnification**

A) The Town to insure all employees of the Police Department against civil suits involving a charge False Arrest and/or Civil Rights Violation. Expense of said insurance is to be borne by the Town.

B) The Town also agrees to maintain the Comprehensive Law Enforcement Liability insurance policy presently in effect or furnish to each employee a better policy.

**Section 2. Burial Expenses**

A) In any case where an employee dies while a member of the West Warwick Police Department, the Town shall pay his/her burial expenses, but obligation in this regard shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

B) In the event an officer is killed while on duty, the Town shall pay Twenty-Five Thousand Dollars (\$25,000.00) toward the cost of burial expenses.

**Section 3. Life Insurance**

A) The Town shall pay the sum of four hundred dollars (\$400.00) per employee annually to the Union for the purpose of establishing a group life insurance policy. Payment shall be paid on or before September 30 of each year.

**Section 4. Physical Examinations**

A) The Town shall provide each employee with an annual physical examination. This examination is to include a chest x-ray, urinalysis, blood tests, E.K.G, immunization, etc. Said examination shall be conducted at a facility of the officer's choice, and the cost of such examination shall be borne by the Town.

**ARTICLE XVIII**

**Section 1. Parades**

A) The Town shall recognize that all parades, whether in or out of the Town, shall be on a voluntary basis of the men participating, and each man participating shall be compensated at the rate of time and one-half, and a four (4) hour minimum shall be in effect

**Section 2. Non-Residency**

A) The Town agrees that residency within the Town shall not be required by an employee covered by this Agreement as a condition of continued employment for the Town.

**Section 3. No Contracting Out of Service**

A) There shall be no privatization of or contracting out of any services currently being performed by the members of this bargaining unit.

**Section 4. No Strike Clause**

A) It is expressly understood by the parties hereto that the employees of the Police Department shall have no right to engage in any work stoppage, slow down or strike. Any and all issues and grievances shall be resolved by the grievance and arbitration procedures as set forth herein.

**Section 5. Printing Costs**

A) The Union will be responsible to have this Agreement professionally printed within one (1) month of signing, providing each member of the Union with one (1) copy and providing the Town with five (5) copies.

#### **Section 6. Savings Clause**

A) If any provisions of this Agreement, or application thereof to any person or circumstances, are held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application thereof to other persons or circumstances, other than those, which are held invalid, shall not be effected thereby. Any and all rules, regulations, or orders, or parts of such that are inconsistent herewith are hereby held void.

### **ARTICLE XIX**

#### **Section 1. Vehicle/Traffic Maintenance**

A) The Town agrees that the washing and mechanical work of police vehicles and the posting of traffic control devices are not duties to be performed by police officers, except during emergency conditions.

#### **Section 2. Personal Vehicle Use**

A) The Town assumes liability whenever any police officer is ordered to use his own private vehicle by a superior officer for police duties. The Town further agrees to compensate the officer for any damages incurred to the officer's vehicle which is done while being used for police duties. This section does not apply to voluntary use of an officer's own vehicle.

### **ARTICLE XX**

#### **Section 1. Military Leave**

A) An employee in the bargaining unit who has left or shall leave a permanent position by reason of entering the Armed Forces of the United States whether through membership in the Reserve of the United States Military or Naval Forces, or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has held a position with the Employer for one hundred eighty (180) or more calendar days within the twelve (12) months next preceding such entrance in the Armed Forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Reenlistment or other continued service in the Armed Forces resulting from a choice by the employee shall serve to cancel such leave.

B) An employee on military leave shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in these regulations.

C) At the conclusion of such military leave of absence, the employee shall be returned to his position, subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. Annual leave

and sick leave due to the employee prior to induction shall be carried over to the credit of the employee until he returns.

D) Military Training Leave with pay shall be granted, not to exceed two (2) weeks per year. Upon the employee's return, he or she is to keep their check but give the Town his or her pay-stub showing gross wages for the two (2) week period. The gross will then be deducted from the gross pay due from the Town. This procedure will eliminate the built-in error he or she has on their W-2 forms, and will also negate differences in the withholding taxes from two (2) payroll offices.

E) In the event an employee is called to active duty, the Town will provide family medical coverage to supplement any Federal Benefit differences that has occurred by the active duty call out. If needed the supplement coverage will provide the employee with the same level of benefits as their active insurance.

## **Section 2. Leave of Absence**

A) The Town Manager or shall make a good faith effort to grant an application from an employee for a leave of absence, without pay, not to exceed six (6) calendar months.

B) The Town shall continue to contribute the full amount of payments for that employee's health benefits for a period of up to ninety (90) days. The employee shall be responsible for the payments of health benefits after the first ninety (90) days has expired.

C) Prior to the reinstatement of the officer on leave, he/she must have a physical examination conducted by a physician paid for by the Town.

## **ARTICLE XXI**

### **Section 1. Grievances**

A) For the purpose of resolving alleged grievances of employees of the West Warwick Police Department arising out of the interpretation of this Agreement, the following grievance procedure is agreed to by the Town:

1) When an employee feels he/she has a grievance, he/she shall, in writing, within five (5) calendar days, bring it to the attention of the Executive Board of the Union to determine the justification of the complaint.

2) After the Executive Board convenes, and feels there is merit to the grievance, it shall appoint a representative to arrange a meeting within six (6) days thereof with the Chief of Police, who shall advise the Town Manager of the alleged grievance.

3) In the event the grievance cannot be satisfactorily resolved between the Union and the Chief within six (6) days, the Union may request a meeting within the next fifteen (15) days to present the case to the Town Manager (or his/her designated representative).

4) In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the Town as aforesaid within six (6) days, the matter shall be submitted to arbitration as set forth hereinafter.

5) It is agreed by the parties hereto that, in the event the complaint shall involve suspension or discharge of any employee, the employee shall continue to be paid until there has been a final determination of the grievance or to a maximum period of thirty (30) days, whichever occurs first.

B) In addition to the foregoing grievance procedure, the Union shall have the right to initiate a grievance as a grievant on its own behalf, utilizing the aforementioned grievance procedure.

## **Section 2. Discipline**

A) No employee shall be disciplined without just cause.

B) Employees covered by this Agreement shall have the right to file a grievance for any disciplinary action whether or not it involves the Law Enforcement Officer's Bill of Rights.

C) Any record of disciplinary action included in an officer's personnel file will be expunged from that file within two (2) years, provided that during the interim period the member has had no further departmental violations.

## **Section 3. Arbitration**

A) Within five (5) days from the expiration of the period set forth in this Article, the Town and the Union shall each appoint an arbitrator to represent them, and each shall notify the other of the name of the person designated by it as its representative, who shall meet and appoint a third disinterested party who shall act as Chairperson of Arbitration Board. In the event that the two representatives cannot agree on the third disinterested person within five (5) days, they shall request the assignment of an arbitrator from the American Arbitration Association.

B) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his grievance. Such individual(s) shall further be entitled to be represented by legal counsel of his own choosing.

C) Any decision handed down by the majority of the Arbitration Board shall be final and binding.

D) All costs and expenses of the impartial arbitrator shall be shared equally by the parties.

## **Section 4. Time Off for Union Duties**

A) All employees covered by this Agreement who are officers or delegates (i.e. duly elected members of the Executive Board) of the Union, shall be allowed time off when necessary for official union business, including meetings with the Town, grievances, grievance hearings, and the preparation thereof, with pay, and without requirement to make up said time.

B) The Town agrees to allow two (2) officers or delegates of the Union time off with pay for attending regional and national delegate meetings of the International Brotherhood of Police Officers if there is sufficient manpower available to cover for said employees as determined by the Chief of the Department. No officer or delegate of the Union shall exceed three (3) days per year for attending functions.

C) When official union business requires an officer or delegate to leave West Warwick Police Headquarters, notification shall be given to the Officer in Charge by said officer or delegate.

## ARTICLE XXII

### **Section 1. Special Officers**

A) The Town and the Union agree to establish a program to allow retirees covered under this Agreement to work NON-DEPARTMENTAL OVERTIME (Article VII, Section 6). The program will be titled as "Special Officers."

1) The "Special Officers" program will consist of any willing retired member on a normal non-disability status after July 1, 2005.

2) The Special Officers covered by this Agreement do not have the right to file a grievance with the Union on their behalf.

### **Section 2. Qualifications for Special Officer**

A) Retired from the West Warwick Police Department after July 1, 2005 with a normal non-disability status.

B) Must complete a minimum of four (4) hours of voluntary in-service training a year.

C) Must wear proper uniform of the day while conducting the detail as determined by the Chief of Police.

D) The Special Officers will not carry firearms while on duty.

### **Section 3. Hourly Rate of Special Officers**

A) Hourly Rate for Special Officers will be calculated as follows:

Detail Rate + Administration Fee - 20% of Billing Rate = Special Officers Hourly Rate

1) Detail Rate is the rate for Non-Departmental Details as described in Article VII Section 6 "Non-Departmental Overtime."

2) Administration Fee is the difference of the Billing Rate as determined by the Town minus the Detail Rate.

3) Billing Rate is the hourly rate as determined by the Town for private companies, organizations or enterprises as described in Article VII, Section 6 (A).

4) The twenty percent (20%) as described in the above formula will be maintained in a separate fund by the Town to cover any costs incurred by Special Officers that are associated with Workers Compensation, TDI, Unemployment Benefits, or any other associated or related costs.

### ARTICLE XXIII

#### **Section 1. Present Benefits**

A) All existing benefits, practices and policies not covered by this Agreement shall continue in effect unless changed by mutual consent of the parties,

B) No new rules, regulations, revisions or policies shall be effected or implemented until they have been negotiated with and accepted by the Union.

C) No benefit, practice, or policy shall be deemed to be "existing" within the meaning of this Section unless it is open, notorious, mutually agreed upon as prescribed by law and continuously in effect over a legally sufficient period of time.

D) The Union shall be permitted to make suggestions regarding departmental rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police. Said suggestions will be given consideration and adopted, if deemed advisable by the Chief of Police.

#### **Section 2. Duration of Agreement**

A) Subject to enactment of appropriate legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of Five (5) years, this Agreement shall be in effect from the term commencing July 1, 2014 through June 30, 2019.

B) If for any reason whatsoever, at the end of the term of this contract, a new contract has not been agreed upon between the Union and the Town, this contract will remain in effect until such time as a new contract is agreed upon.

C) The parties agree that the terms of this Collective Bargaining Agreement are effective only upon ratification of the Union and approval by the Town Council. Therefore, the Town of West Warwick has caused this instrument to be executed by its Town Manager and a majority of its Town Council and its corporate seal to be affixed. The Union, for its part, has caused this instrument to be executed by its President, its Recording Secretary and its I.B.P.O. National Representative.

D) In the event this collective bargaining agreement is for Five (5) years, the parties agree to reopen this agreement during the years 2017 and 2018 with respect to wages only. In any such negotiation, the parties will consider, among other factors, the Town's then prevailing fiscal condition and the health of the Pension Plan.

\_\_\_\_\_

Dated: \_\_\_\_\_

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# Exhibit A

Exhibit "A"



Colonel Joseph F. Crowley, Jr.  
CHIEF OF POLICE

**Town of West Warwick**

Police Department • 1162 Main Street  
West Warwick, Rhode Island 02893-4829  
Phone: (401) 821-4323 Fax: (401) 822-9206

**POLICY # 98-15**  
**May 11, 1998**

**COMPENSATORY TIME ADDENDUM**

The purpose of this memo is to clarify when compensatory time will be granted in eight (8) hour blocks. This policy will reflect the vacation section of the contract.

1. If two (2) officers are on vacation then an eight (8) hour block will not be granted.
2. If one (1) officer is on vacation then one (1) officer may be granted compensatory time.
3. If there are no officers on vacation then two (2) officers may be granted eight (8) hours compensatory time.

The granting of compensatory time in blocks of three (3) hours or less will be at the discretion of the OIC. This will be determined by the activity on a given shift at a given time. If the shift is busy with calls and to grant time would adversely impact officer safety, then the OIC will use his/her best judgement.

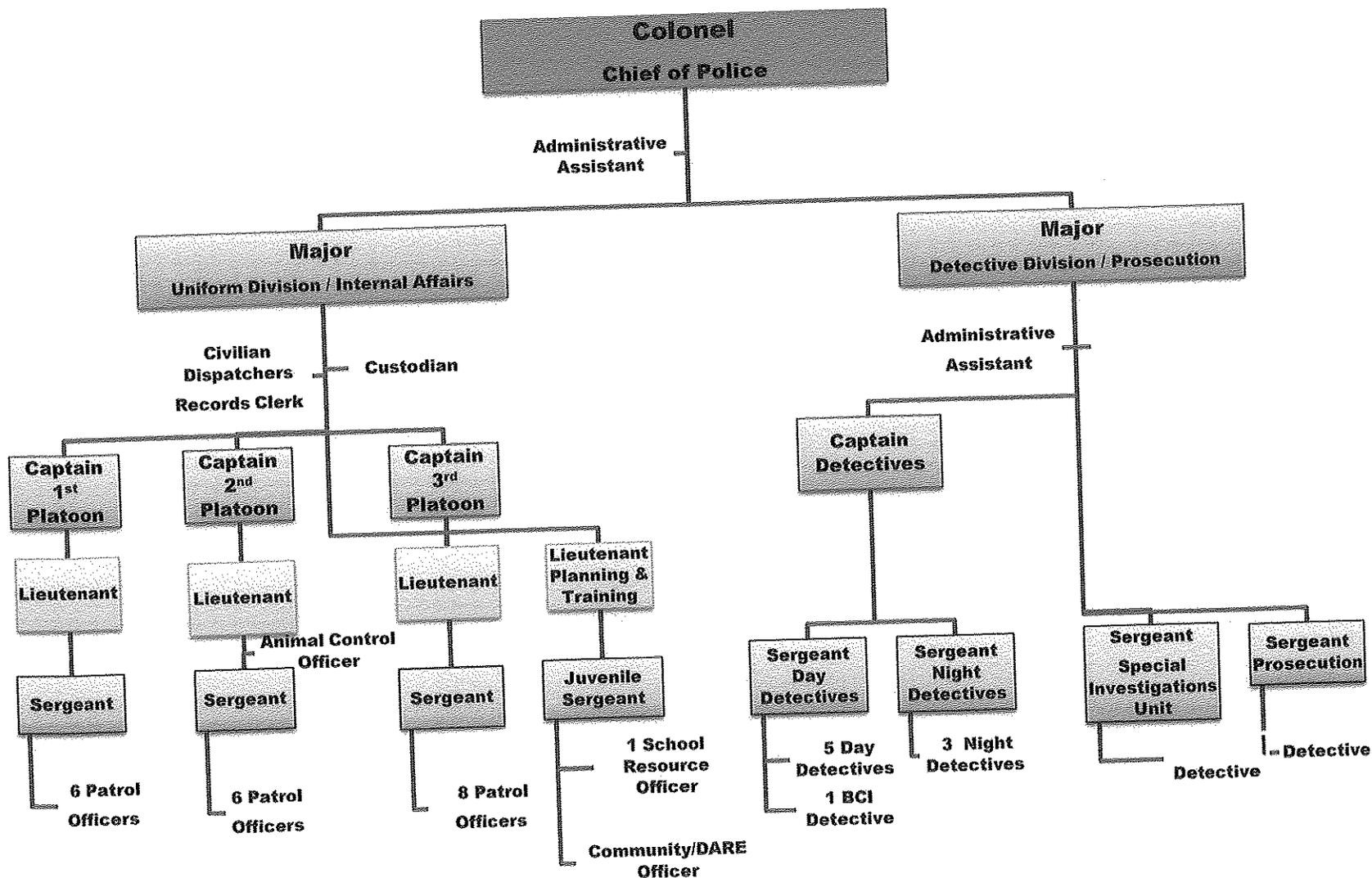
If there are any questions, please feel free to contact me.

*Colonel Joseph Crowley*  
Colonel Joseph Crowley  
Chief of Police

*"Courage - Sacrifice - Devotion"*

# Exhibit B

# West Warwick Police Department Organizational Chart



# Exhibit C

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\*
- \$500 per individual plan; \$1,000 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:

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

**Please note:**

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

\* 2 family members must meet the individual amount.

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 \$15 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% per visit after deductible 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>	\$15 per visit in network \$15 plus 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>	\$25 per visit in network \$25 plus 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 0% per visit 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>	\$100 per visit in network \$100 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	\$25 per visit in network \$25 plus 20% per visit after deductible out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy <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	\$7-Tier 1; \$30-Tier 2; \$50-Tier 3; \$50-Tier 4

### Beyond Benefits

When you sign in to your member page on [BCBSRI.com](http://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.

### Need help?

#### Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

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



[www.bcbsri.com](http://www.bcbsri.com)

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.

03/13 CUST-12756

*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.*

# Exhibit C

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

#### **Please note:**

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 <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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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

03/15 CUST-12758

*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.*

# Memorandum of Understanding

Between

The Town of West Warwick

and

Local 1104, International Association of Firefighters AFL-CIO

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This Memorandum of Understanding is made and entered into this \_\_\_\_ day of April 2014 by and between the Town of West Warwick (the "Town") and Local 1104, International Association of Firefighters AFL-CIO (the "Fire Union").

WHEREAS, the Town and the Fire Union are parties to that certain collective bargaining agreement for the period July 1, 2011 to June 30, 2013 (hereinafter the "CBA");

WHEREAS, in or about 1957, the Town as created the Pension Plan of the Town of West Warwick, for the Fire Union and the International Brotherhood of Police Officers Local 312, which pension plan has been amended and restated on numerous occasions including, without limitation, in July 1999 and October 2000, and further amended by ordinances of the Town (hereinafter collectively the "Pension Plan");

WHEREAS, the CBA and the Pension Plan provide certain pension and other benefits to firefighters and civilian members of the Fire Union (hereinafter the "Member" and "Members");

WHEREAS, as more particularly documented September 24, 2012 Retirement Plan Design report of NYHART (the "NYHART Report"), and the Town's October 3, 2012 Proposed Corrective Action Report (the "Town Report"), the Town's finances and its pension system are under tremendous strain and are in crisis;

WHEREAS, the NYHART Report and the Town Report make numerous recommendations for changes in the pension and other benefits for the Members of the Fire Union, among others, under the CBA and the Pension Plan; and

WHEREAS, the Town and the Fire Union have negotiated in good faith in an effort to reach a mutually satisfactory agreement in respect of the proposed changes in pension and other benefits.

NOW, THEREFORE, the parties hereto, hereby agree as follows:

1. The parties hereto agree that they shall each submit to their respective constituencies and/or superiors and recommend for approval, the agreement contained herein.
2. This agreement and the parties obligations contained herein shall be conditioned on the following:
  - (a) An affirmative vote of the Fire Union and the Town Council approving the agreement contained herein;
  - (b) the entry of a mutually acceptable Consent Judgment, in a friendly suit to be hereinafter commenced by the Fire Union against the Town , containing the terms and conditions of this agreement;
  - (c) as to the collective bargaining agreement for the period commencing July 1, 2014 through and including June 30, 2019 as hereinafter identified, the enactment of legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of five years;
  - (d) the incorporation of the terms hereof into a mutually acceptable collective bargaining agreements for the six month period commencing January 1,

2014 through and including June 30, 2014, and the sixty month period commencing July 1, 2014 through and including June 30, 2019;

- (e) the passage of amendments to the Town's pension ordinance and the Pension Plan of the town of West Warwick (for Police and Fire) to effectuate the applicable terms hereof;
- (f) a mutual determination made in good faith by the parties hereto, that the Fire Union and the other public unions of the Town are each bearing their proportionate responsibility for resolution of the Town's critical financial status; and
- (g) the dismissal with prejudice of the appeal pending in the Rhode Island Supreme Court (Case No. M-13-146) of the Decision and Order dated August 29, 2013 in Town of West Warwick v. International Association of Firefighters, Local 1104, (C.A. No. 12-4218) (Superior Court for Providence County).

3. Except as expressly amended hereby, the terms and provisions of the CBA and the Pension Plan remain extant and in full force and effect until the next collective bargaining agreement is entered into by way of negotiated settlement or arbitration which shall also incorporate the terms of this Memorandum of Understanding.

4. For purposes of clarity, the phrase Basic Annual Salary as used herein and in the CBA shall mean the total of annual salary, longevity payment, holiday pay, and payments for EMTC pay as provided in Article XIX Section 3 of the CBA, and this definition shall apply to all individuals who were Members of the collective bargaining unit as of September 1, 2011, such

that all such Members shall receive the pension benefit due to them retroactively effective to October 1, 2013 and thereafter.

5. (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 the earlier of: (i) 62; or (ii) age 55 and 25 years of service.

Effective July 1, 2014 and thereafter, the retirement age for all civilian Members shall be earlier of: (i) age 65; or (ii) age 60 and Ten Years of service; and

(c) The Twenty-Three (23) year anniversary requirement contained in Article XVII Section 5 E of the CBA shall be and is hereby eliminated.

6. Effective January 1, 2014 and thereafter, Member contributions to the Pension Plan under the CBA shall be increased from Nine Percent (9%) to Eleven Percent (11%) of Basic Annual Salary. Effective July 1, 2014, Members contributions to the Pension Plan shall increase to Twelve Percent (12%) of Basic Annual Salary. Effective July 1, 2015, Member contributions to the Pension Plan shall increase to Thirteen Percent (13%) of Basic Annual Salary, after which Member contributions shall remain at Thirteen Percent (13%). All Members shall continue to make contributions to the Pension Plan while employed by the Town for all years of employment.

7. (a) Effective July 1, 2014 and thereafter, Members who retire on occupational disability prior to twenty-five (25) years of employment shall 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 paragraph 9 herein.

(b) Effective July 1, 2014 and thereafter, Members who retire on occupational disability on or after Twenty-Five (25) Years of employment shall receive Two-Thirds (2/3) of their Basic Annual Salary. This benefit will continue for the lifetime of the Member.

8. Effective July 1, 2014 and thereafter, 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. Effective July 1, 2014, 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.

9. (a) Effective July 1, 2014 and thereafter, 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: (i) Seven (7) years from the firefighter Member's retirement date; (ii) 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.

(b) Effective July 1, 2014 and thereafter, the COLA due to each widow of a former firefighter Member shall be suspended until the earlier of: (i) Seven (7) Years from the former firefighter Member's retirement; (ii) Seven (7) Years from the former firefighter Member's death; or (iii) until the widow of the former firefighter Member attains 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.

(c) Effective July 1, 2014 and thereafter, the COLA due to each civilian Member shall be suspended until the earlier of: (i) Seven (7) Years from the civilian Member's retirement date; or (ii) the date such civilian Member attains the age of 60 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.

(d) Effective July 1, 2014 and thereafter, the COLA due to each widow of a former civilian Member shall be suspended until the earlier of: (i) Seven (7) Years from the former civilian Member's retirement; (ii) Seven (7) Years from the former civilian Member's death; or (iii) until the widow of the former civilian Member attains the age of Sixty (60) 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.

10. Effective July 1, 2014 and thereafter, an eligible Member's pension benefit shall be calculated based upon the average of the highest three (3) consecutive years of the Member's Basic Annual Salary.

11. Effective July 1, 2014 and thereafter, an eligible Member'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.

12. Effective July 1, 2014, Members of the Fire Union shall be offered and shall select one of two alternative HealthMate, Coast to Coast insurance benefit plans attached hereto as Exhibit A (hereinafter the "\$500 Deductible Health Plan"), and Exhibit B (hereinafter the "HSA Plan").

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

A) 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.

B) 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.

C) 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.

D) The parties agree that any member hired prior to July 1, 2008 who retires on or after July 1, 2011 on the \$500 Deductible Health Plan will contribute four percent (4%) of his/her annual retirement benefit toward health insurance.

14. With respect to vacations, Article VIII, Section 2 of the Collective Bargaining Agreement shall provide:

(a) 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

(b) 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 vacations:

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

15. With respect to personal days, Article XVI, Section 3 of the Collective Bargaining Agreement shall provide for the addition of one (1) additional personal day per year for each employee of the Fire Department with one (1) or more years of service.

16. With respect to accumulated sick leave on retirement or termination, Article VIII, Section D of the Collective Bargaining Agreement shall provide for an additional twenty (20) days for each of the scales \.

17. The Town shall fund 100% of the Pension Plan's annual required contribution as determined by the Town's actuary in accordance with the Town's Five (5) Year funding improvement plan as submitted to and approved by the State of Rhode Island.

18. In the event that a receiver is appointed for the Town or if the Town files any insolvency proceedings, and in either event there is an attempt to change any of the terms of the Consent Judgment, then the Fire Union shall have the option to have the Consent Judgment vacated and then be able to contend that all previous pension benefits (including, but not limited to, COLAs) that were in place on or before January 1, 2013 be available to all Members of the Fire Union with full reservation by the Town of its rights, claims and defenses in any such case, including, without limitation, the right to reject, impair or otherwise modify any executing or other form of contract under applicable state or federal law; except that the defenses of laches or the statute of limitations shall not be available to the Town.

19. The Town also agrees that in the event that it files any insolvency proceedings, then any plan with respect to the pension benefits until there is a formal Plan of Adjustment, shall be governed by the Consent Judgment. In addition, and to the extent permitted by law, the Consent Judgment shall be deemed to be the Plan of Adjustment with respect to pension benefits during any insolvency proceedings.

20. The parties understand that this MOU is not intended to be a binding agreement, but instead is intended to serve as an outline of the eventual Consent Judgment contemplated to

be entered. In that context, an agreement must be arrived at between the parties as to all aspects set forth herein.

**TOWN OF WEST WARWICK**

**LOCAL 1104, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS AFL-  
CIO**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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# Exhibit A

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\*
- \$500 per individual plan; \$1,000 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:

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

**Please note:**

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

\* 2 family members must meet the individual amount.

What's Covered	What You Pay
<b>Preventive Care</b>	\$0 in network
▪ Adult preventive care	\$15 plus 20% per visit after deductible out of network
▪ Child preventive care	
▪ Immunizations	
▪ Preventive and diagnostic lab, X-ray, and imaging	\$0 in network 20% per visit after deductible after deductible out of network
<b>Primary Care Office Visits</b>	\$15 per visit in network
▪ Adult primary care	\$15 plus 20% per visit after deductible out of network
▪ Adult gynecological exam	
▪ Pediatric primary care	
<b>Specialist Office Visits</b>	\$25 per visit in network
▪ Specialty care	\$25 plus 20% per visit after deductible out of network
▪ Chiropractic (limit 12 visits per year)	
▪ Routine eye exam (limit 1 visit per year)	
<b>Outpatient Services</b>	0% per visit after deductible in network
▪ Medical/surgical care	20% per visit after deductible out of network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	0% per visit in network 20% per visit after deductible out of network
<b>Inpatient Services</b>	
▪ Acute care	0% per visit after deductible in network
▪ Maternity	20% per visit after deductible out of network
▪ Mental health	
▪ Chemical dependency	
▪ Rehabilitation (limit 45 days per year)	
<b>Emergency Services</b>	\$100 per visit in network
▪ Hospital emergency care	\$100 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	\$25 per visit in network \$25 plus 20% per visit after deductible out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy <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	\$7-Tier 1; \$30-Tier 2; \$50-Tier 3; \$50-Tier 4

### Beyond Benefits

When you sign in to your member page on [BCBSRI.com](http://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.

### Need help?

#### Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

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



[www.bcbsri.com](http://www.bcbsri.com)

*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.*

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03/13 CUST-12756

# Exhibit B

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

#### **Please note:**

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>	
▪ Adult preventive care	0% in network
▪ Child preventive care	40% per visit after deductible out of network
▪ Immunizations	
<b>Primary Care Office Visits</b>	
▪ Adult primary care	0% per visit after deductible in network
▪ Adult gynecological exam	40% per visit after deductible out of network
▪ Pediatric primary care	
<b>Specialist Office Visits</b>	
▪ Specialty care	0% per visit after deductible in network
▪ Chiropractic (limit 12 visits per year)	40% per visit after deductible out of network
▪ Routine eye exam (limit 1 visit per year)	
<b>Outpatient Services</b>	
▪ Medical/surgical care	0% per visit after deductible in network
▪ Diagnostic lab, X-ray and imaging	40% per visit after deductible out of network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	
<b>Inpatient Services</b>	
▪ Acute care	0% per visit after deductible in network
▪ Maternity	40% per visit after deductible out of network
▪ Mental health	
▪ Chemical dependency	
▪ Rehabilitation (limit 45 days per year)	
<b>Emergency Services</b>	
▪ Hospital emergency care	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 <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

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



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*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.*

**AGREEMENT**

**BY AND BETWEEN THE**

**TOWN OF WEST WARWICK**

**AND**

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

**JULY 1, 2013 – JUNE 30, 2014**

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## **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 \_\_\_\_\_, 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 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 Fire Department 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 III 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.M.T.C.'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 of 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 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

(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.

(iii) Each employee shall earn one (1) point for an associate's degree in Fire Science and two (2) points for a Bachelor's degree in Fire Science.

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 the 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. All employees covered by this Agreement, except the Administrative Assistant, Assistant clerk, and the Fire Alarm Dispatchers, shall receive Two Hundred Ninety Dollars (\$290.00) for clothing allowance. This allowance shall be paid in May 2014.

B. 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.

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

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

E. All employees covered by this Agreement, except the Administrative Assistant, Assistant Clerk, and Fire Alarm Dispatchers, shall receive a clothing maintenance allowance of Eighty Dollars (\$80.00) payable in May 2014.

## 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 thirty (230) 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.

#### B.      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-thirty (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 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	17 working days
With ten (10) years of service and less than fifteen (15) years	20 working days
With fifteen (15) years of service or more	23 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. 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.

#### **SECTION 6. PARTIAL YEAR**

The Town and the Union hereby agree that the aforementioned annual amounts of sick leave and vacation leave shall be reduced by one-half for the period covered by this contract.

### **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:**

\$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 estimated premium.

(b)      **Health Savings Account:**

Implement High deductible plan effective

\$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 annually \$750.00 on January 1 for each employee who is enrolled in the Town's High Deductible Health Plan and to contribute annually an additional \$750.00 on July 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.

(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.

Firefighters who retire between January 1, 2014 and June 30, 2014 shall be eligible to receive the health insurance plan, either individual or family as appropriate, made available by the Town and consistent with the health insurance plan in effect for active employees as of June 30, 2014.

Notwithstanding anything to the contrary hereinabove, anyone who retires on or after July 1, 2011, will contribute 1% 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%) of their wages per week, pre-taxed, toward OPEB.

**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.      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.

4. 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.

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-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

#### **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. 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.

2. If the employee is married without children, the 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.

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-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

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 as defined in Article XIX, Section 3 hereof 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 Hepatitis, 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 of ten (10) hours on any day tour or fourteen (14) hours on any night tour shall be compensated for at the overtime rate of pay hereinafter set forth; provided however that 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 at all times staffed 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 bade 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 terms 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 1/42nd of the weekly rate for those employees working an average workweek of forty-two (42) hours (24 hour schedule). 1/40th for those employees working forty (40) hours, and 1/35th 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 1 <sup>st</sup> Class)	\$1,006.05	\$52,314.60
Firefighter 2 <sup>nd</sup> Class	\$905.44	\$47,082.88
Firefighter 3 <sup>rd</sup> Class	\$804.84	\$41,851.68
Firefighter 4 <sup>th</sup> 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, 2011 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;

3rd class firefighter – receive 80% of the salary of a 1st class firefighter (private) for 2nd 12 months (month 13 through 24);

2nd class firefighter – receive 90% of the salary of a 1st class firefighter (private) for 3rd 12 months (month 25 through 36); 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 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, 2014, 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 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 rate of 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) Two (2) annual paid holidays consisting of Rhode Island Independence Day and Memorial Day shall be until deferred by Firefighters to their retirement. The rate of payment at

retirement shall be 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.

## 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.

## 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. Effective upon approval of this Collective Bargaining Agreement by the West Warwick Town Council, Member contributions to the Pension Plan shall be Eleven Percent (11%) of Basic Annual Salary as defined in Article XIX, Section 3 hereof 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.

### **SECTION 4 BENEFITS**

Benefits will be set forth in the present pension plan.

### **SECTION 5 RETIREMENT AGE**

The normal retirement of all employees covered by this Agreement shall be as follows:

- A. After twenty (20) years of service at fifty (50%) percent and two and one-half (2-½%) percent for each additional year thereafter not to exceed Seventy (70%) percent.
- B. When he/she ceases to make contributions under the pension plan – if later, but not later than age 62.5.
- C. Base salary for pension purposes shall be calculated by the last twelve (12) months of the employee's basic annual salary as defined in Article XIX, Section 3 of this Agreement.
- D. All employees who retire after July 1, 2002, shall be entitled to a 2 ¼ percent (2.25%) cost-of-living increase, compounded on each anniversary date of retirement for a maximum of fifteen (15) consecutive years.
- E. The parties agree that for firefighters hired on or after July 1, 2011, said newly hired Members shall wait three (3) years (23<sup>rd</sup> anniversary date of membership in the West Warwick pension plan) after becoming eligible to retire before the retirement allowance will be paid.

Examples:

- 20 yr. benefit 50% - collect 23 yr. anniversary
- 21 yr. benefit 52% - collect 23 yr. anniversary
- 22 yr. benefit 54% - collect 23 yr. anniversary

- F. The parties agree that for firefighters hired on or after July 1, 2011, said newly hired Members must attain the age of 50 and have twenty (20) years of service in order to be eligible to receive a normal retirement benefit.

**SECTION 6 COMPULSORY RETIREMENT**

The first day of the month coinciding with or next following the employee's 62.5 birthday.

**SECTION 7 OCCUPATIONAL DISABILITY RETIREMENT**

- A. Commencing March 1, 1988, those members covered by this Agreement, 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 eighteen (18) continuous

months, return to regular duty within thirty (30) days thereafter, or shall be deemed physically unfit for duty, and therefore shall be placed on disability retirement, and shall be paid at the rate of two-thirds (2/3) of the salary of the rank they held at the time of their disability, and that their disability pension payments shall continue to be NO LESS than two-thirds (2/3) of the salary being received by an active Firefighter holding the same rank during the time the Member is on disability retirement.

B. The Town of West Warwick shall cause the Pension Committee to immediately institute the disability retirement provisions.

## **SECTION 8      ORDINARY DISABILITY RETIREMENT**

Any employee covered by this Agreement or the then existing Agreement who retires due to a non-occupational injury or illness and is granted an Ordinary Disability Pension from the town of West Warwick, shall receive health coverage equal to, but not more than that of an active Member as provide in the health insurance coverage effective June 30, 2011.

## **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 the 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. This Agreement shall be for a period of twelve (12) months, commencing July 1, 2013 and ending June 30, 2014.

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:

\_\_\_\_\_

\_\_\_\_\_

TOWN OF WEST WARWICK

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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**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**

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## **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 \_\_\_\_\_, 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 Fire Department 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.M.T.C.'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 of 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 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 the 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   | 6. 2 Pair Work Gloves  |
| 2. Helmets      | 7. Nomex Hood          |
| 3. Boots        | 8. Bunker Pants        |
| 4. Face Shields | 9. Personal Hand-light |
| 5. Scott Masks  |                        |

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 thirty (230) 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-thirty (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	17 working days
With ten (10) years of service and less than fifteen (15) years	20 working days
With fifteen (15) years of service or more	23 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	14 working days
With ten (10) years of service and less than fifteen (15) years	17 working days
With fifteen (15) years of service or more	20 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 on-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 on-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 on-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, the 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 on-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 Hepatitis, 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 back shall be on a strictly voluntary basis. Notwithstanding the forgoing, call back shall be consistent with the terms 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 1/42nd of the weekly rate for those employees working an average workweek of forty-two (42) hours (24 hour schedule). 1/40th for those employees working forty (40) hours, and 1/35th 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 1 <sup>st</sup> Class)	\$1,006.05	\$52,314.60
Firefighter 2 <sup>nd</sup> Class	\$905.44	\$47,082.88
Firefighter 3 <sup>rd</sup> 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, 2011 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 \_\_\_\_\_.

3rd class firefighter – receive 80% of the salary of a 1st class firefighter (private) for 2nd 12 months (month 13 through 24);

2nd class firefighter – receive 90% of the salary of a 1st class firefighter (private) for 3rd 12 months (month 25 through 36); 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  
Memorial Day  
Independence Day

Armistice Day  
Thanksgiving 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 June 30, 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) Suspended (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 former member shall be suspended until the earlier of: (a) Seven (7) Years from the former firefighter member's retirement; (b) Seven (7) Years from the former firefighter member's death; or (c) until the widow of the former firefighter member attains 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 retirement date; or (b) the date such civilian member attains the age of 60 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 former civilian member shall be suspended until the earlier of: (a) Seven (7) Years from the former civilian member's retirement; (b) Seven (7) Years from the former civilian member's death; or (c) until the widow of the former civilian member attains the age of Sixty (60) 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**

(a) The retirement age for all current and future firefighter members shall be the earlier of: (i) age 62.5; or (ii) age 55 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 CBA in place for the period July 1, 2011 to June 30, 2013 and the Pension Plan in effect as of June 30, 2013 such that they will be permitted to retire at the earlier of age 62.5 or 20 years of service;

(b) The retirement age for all civilian members shall be earlier of: (i) age 65; or (ii) age 60 and Ten Years of service.

#### **SECTION 6. COMPULSORY RETIREMENT**

Employees 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 who retire on occupational disability prior to twenty-five (25) years of employment shall 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 the 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:

TOWN OF WEST WARWICK

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

# Exhibit A

**HealthMate**

COAST • TO • COAST



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\*
- \$500 per individual plan; \$1,000 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:

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

**Please note:**

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

\* 2 family members must meet the individual amount.

What's Covered	What You Pay
<b>Preventive Care</b>	\$0 in network
<ul style="list-style-type: none"> <li>■ Adult preventive care</li> <li>■ Child preventive care</li> <li>■ Immunizations</li> </ul>	\$15 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% per visit after deductible after deductible out of network
<b>Primary Care Office Visits</b>	\$15 per visit in network
<ul style="list-style-type: none"> <li>■ Adult primary care</li> <li>■ Adult gynecological exam</li> <li>■ Pediatric primary care</li> </ul>	\$15 plus 20% per visit after deductible out of network
<b>Specialist Office Visits</b>	\$25 per visit in network
<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>	\$25 plus 20% per visit after deductible out of network
<b>Outpatient Services</b>	0% per visit after deductible in network
<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>	20% per visit after deductible out of network
<b>Inpatient Services</b>	0% per visit after deductible in network
<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>	20% per visit after deductible out of network
<b>Emergency Services</b>	\$100 per visit in network
<ul style="list-style-type: none"> <li>■ Hospital emergency care</li> </ul>	\$100 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	\$25 per visit in network \$25 plus 20% per visit after deductible out of network
Durable Medical Equipment	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
Physical/Occupational Therapy <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	\$7-Tier 1; \$30-Tier 2; \$50-Tier 3; \$50-Tier 4

### Beyond Benefits

When you sign in to your member page on [BCBSRI.com](http://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.

### Need help?

#### Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

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



[www.bcbsri.com](http://www.bcbsri.com)

500 Exchange Street • Providence, RI 02903-2655  
Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association

*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.*

# Exhibit B

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

**Please note:**

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>	
▪ Adult preventive care	0% in network
▪ Child preventive care	40% per visit after deductible out of network
▪ Immunizations	
<b>Primary Care Office Visits</b>	
▪ Adult primary care	0% per visit after deductible in network
▪ Adult gynecological exam	40% per visit after deductible out of network
▪ Pediatric primary care	
<b>Specialist Office Visits</b>	
▪ Specialty care	0% per visit after deductible in network
▪ Chiropractic (limit 12 visits per year)	40% per visit after deductible out of network
▪ Routine eye exam (limit 1 visit per year)	
<b>Outpatient Services</b>	
▪ Medical/surgical care	0% per visit after deductible in network
▪ Diagnostic lab, X-ray and imaging	40% per visit after deductible out of network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	
<b>Inpatient Services</b>	
▪ Acute care	0% per visit after deductible in network
▪ Maternity	40% per visit after deductible out of network
▪ Mental health	
▪ Chemical dependency	
▪ Rehabilitation (limit 45 days per year)	
<b>Emergency Services</b>	
▪ Hospital emergency care	0% per visit after deductible in network 0% per visit after deductible out of network
	0% per occurrence after deductible in network
<b>Ambulance</b>	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 <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

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# Memorandum of Understanding

Between

The Town of West Warwick

and

R.I. Council 94, AFSCME, AFL-CIO  
on behalf of  
West Warwick Town Employees Local 2045

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This Memorandum of Understanding is made and entered into this \_\_\_\_ day of April 2014 by and between the Town of West Warwick (the "Town") and R.I. Council 94, AFSCME, AFL-CIO on behalf of West Warwick Town Employees Local 2045 (the "Municipal Union").

WHEREAS, the Town and the Municipal Union are parties to that certain collective bargaining agreement for the period July 1, 2011 to June 30, 2013 (hereinafter the "CBA");

WHEREAS, in or about 1957, the Town has created the Pension Plan of the Town of West Warwick, which pension plan has been amended and restated on numerous occasions and further amended by ordinances of the Town (hereinafter collectively the "Pension Plan");

WHEREAS, the CBA and the Pension Plan provide certain pension and other benefits to members of the Municipal Union (hereinafter the "Member" or the "Members");

WHEREAS, as more particularly documented September 24, 2012 Retirement Plan Design report of NYHART (the "NYHART Report"), and the Town's October 3, 2012 Proposed Corrective Action Report (the "Town Report"), the Town's finances and its pension system are under tremendous strain and are in crisis;

WHEREAS, the NYHART Report and the Town Report make numerous recommendations for changes in the pension and other benefits of the Municipal Union, among others, under the CBA and the Pension Plan; and

WHEREAS, the Town and the Municipal Union have negotiated in good faith in an effort to reach a mutually satisfactory agreement in respect of the proposed changes in pension and other benefits.

NOW, THEREFORE, the parties hereto, hereby agree as follows:

1. The parties hereto agree that they shall each submit to their respective constituencies and/or superiors and recommend for approval, the agreement contained herein.

2. This agreement and the parties obligations contained herein shall be conditioned on the following:

- (a) An affirmative vote of the Municipal Union and the Town Council approving the agreement contained herein;
- (b) the entry of a mutually acceptable Consent Judgment, in a friendly suit to be hereinafter commenced by the Municipal Union against the Town, containing the terms and conditions of this agreement;
- (c) as to the collective bargaining agreement for the period commencing July 1, 2014 through and including June 30, 2019 as hereinafter identified, the enactment of legislation by the Rhode Island General Assembly authorizing collective bargaining agreements with a duration of five years;
- (d) the incorporation of the terms hereof into a mutually acceptable collective bargaining agreement for the six (6) month period commencing January 1,

2014 through and including June 30, 2014, and the sixty (60) month period commencing July 1, 2014 through and including June 30, 2019;

- (e) the passage of amendments to the Town's pension ordinance and the Pension Plan of the town of West Warwick (Excluding Police and Fire) to effectuate the applicable terms hereof; and
- (f) a mutual determination made in good faith by the parties hereto that the Municipal Union and the other public unions of the Town are each bearing their proportionate responsibility for resolution of the Town's critical financial status.

3. Except as expressly amended hereby, the terms and provisions of the CBA and the Pension Plan remain extant and in full force and effect for all current Members until the next collective bargaining agreement is entered into by way of negotiated settlement or arbitration which shall also incorporate the terms of this Memorandum of Understanding.

4. Effective upon execution hereof by both parties, contributions to the Pension Plan for all current and future Members shall increase from a rate of Nine Percent (9%) of each employee's annual gross earnings, to a rate of Eleven Percent (11%) of each employee's annual gross earnings.

5. Effective July 1, 2014 and thereafter, a Member's retirement benefit will accrue at an annual rate of Two and Four-Tenths Percent (2.40%) for each year of service until retirement. Service prior to July 1, 2014 shall have accrued at a rate of Two and Five-Tenths Percent (2.5%).

6. Effective July 1, 2014 and thereafter, an eligible Member's retirement benefit shall be calculated based upon the average of the Member's last ten (10) years of gross earnings.

7. Effective July 1, 2014, Members of the Union may retire with unreduced benefits upon the attainment of age 62 and completion of twelve (12) years of service, or the completion of twenty-five (25) years of service regardless of age.

8. Effective July 1, 2014, any Member hired from and after July 1, 2014 who completes twenty-five (25) years of service but who has not reached the requisite age of 55, may retire, however, that Member shall not be eligible to receive his or her pension until Fifty-Five (55) years of age.

9. Effective July 1, 2014 and thereafter, the annual cost-of-living adjustment ("COLA") due on each retired employee's pension benefit shall be suspended for a period of Five (5) years commencing on each retired employee's retirement date. When it resumes, the COLA shall be calculated at an annual rate of Two Percent (2%) compounding annually for the succeeding Fifteen (15) years.

10. Effective upon execution hereof by both parties through and including the Town's financial year ending 2019, the sick buy back provided for in Article 11 of the CBA shall be suspended and of no force or effect.

11. Effective upon execution hereof by both parties through and including the Town's financial year ending 2019, the vacation buy back provided for in Article 10 of the CBA shall be suspended and of no force and effect.

12. Effective upon execution hereof by both parties through and including the Town's financial year ending 2019, the seventh day pay provision provided for in Article 5 of the CBA shall be suspended and of no force and effect.

13. Effective upon execution hereof by both parties through and including the Town's financial year ending 2019, Members making less than \$50,000 in base salary shall increase their

medical co-share to Seventeen Percent (17%) of the working rate established by the health plan administrator from time to time, and Members making \$50,000 or more in base salary shall increase their medical co-share to Twenty Percent (20%) of the working rate established by the health plan administrator from time to time.

14. In the event the parties hereto enter into a five (5) year collective bargaining agreement for the period commencing July 1, 2014 through June 30, 2019, then in such event, during fiscal year 2017 to 2018, this Agreement shall be reopened for the final two (2) years of such five (5) year collective bargaining agreement with respect to wages and overtime.

**TOWN OF WEST WARWICK**

**R.I. COUNCIL 94, AFSCME, AFL-CIO on  
behalf of WEST WARWICK TOWN  
EMPLOYEES LOCAL 2045**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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TOWN OF WEST WARWICK  
General Fund Surplus Table

	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
	Adopted	Baseline	Revised					
<b>MUNICIPAL EXPENSES</b>								
1030 Town Manager	209,610	254,045	164,045	295,606	302,202	303,302	303,567	309,945
1035 Town Planner	90,000	86,725	86,725	86,819	86,908	86,995	87,084	87,175
1050 Town Council	49,000	49,000	49,000	49,390	49,759	50,121	50,482	50,871
1060 Town Clerk	241,823	249,121	249,121	249,641	250,133	251,791	252,693	256,524
1065 Board of Canvassers	82,505	82,506	82,506	82,649	84,739	84,872	85,008	85,733
1070 Legal	247,500	247,500	247,500	282,500	282,500	282,500	282,500	282,500
1080 EMA	5,450	5,450	5,450	5,476	5,501	5,525	5,550	5,575
1085 Town Sergeant	700	700	700	750	800	850	900	950
1090 General Government	10,610,322	18,835,998	14,806,915	14,703,287	15,251,030	16,157,543	16,679,777	17,733,768
1100 Finance	317,924	334,309	307,944	360,394	361,549	361,986	362,233	372,906
1110 Tax Collector	193,397	192,858	192,858	196,940	197,882	198,618	199,171	201,337
1120 Tax Assessor	151,171	152,006	152,006	153,568	154,561	154,734	154,911	155,092
1121 Board of Assessment Review	2,606	2,606	2,606	2,611	2,616	2,621	2,626	2,631
1200 Police	5,517,270	5,514,321	5,236,165	5,337,783	5,481,211	5,526,941	5,565,258	5,596,530
1210 Fire	6,612,188	6,408,152	6,371,455	6,358,360	6,393,570	6,445,727	6,477,412	6,508,337
1290 Department of Public Works	3,171,636	3,194,065	3,177,315	3,195,230	3,226,923	3,258,924	3,288,956	3,323,975
1291 Recycling	211,490	200,823	200,823	203,145	203,305	204,344	205,592	207,909
1292 Town Engineer	20,000	105,000	20,000	105,520	106,012	106,494	106,988	107,494
1330 Street Lighting	385,000	385,000	385,000	395,010	404,490	413,793	423,310	433,046
1335 Building Official	354,770	356,097	356,097	359,881	363,085	366,232	374,833	378,922
1420 Zoning	4,550	4,550	4,550	4,558	4,565	4,572	4,579	4,587
1505 Senior Center	153,000	153,000	153,000	163,000	173,000	183,000	193,000	203,000
1510 Housing Board	1,800	1,800	1,800	6,650	6,700	6,750	6,800	6,850
1540 Library	632,000	807,913	632,000	639,429	655,216	671,131	686,597	702,204
1660 Parks	242,947	232,347	223,855	225,960	236,301	239,115	241,047	243,023
1700 Debt Service	2,914,130	2,605,748	2,605,748	2,643,946	2,886,885	2,840,451	2,795,186	2,751,420
1785 Capital	310,645	310,645	310,645	675,290	875,290	875,290	875,290	875,290
<b>Total Municipal Expenses</b>	<b>32,733,234</b>	<b>40,772,285</b>	<b>36,025,830</b>	<b>36,783,394</b>	<b>38,396,734</b>	<b>39,084,224</b>	<b>39,911,360</b>	<b>41,237,615</b>
<b>School Transfer OUT</b>								
School Transfer - Town	30,628,554	30,628,554	30,961,133	30,628,554	31,240,216	31,874,816	32,533,213	33,216,299
School Transfer - State Aid	18,300,000	20,309,057	20,309,057	20,891,055	21,401,469	21,962,438	22,523,407	23,109,319
<b>Total School Transfer OUT</b>	<b>48,928,554</b>	<b>50,937,611</b>	<b>51,270,190</b>	<b>51,519,609</b>	<b>52,641,685</b>	<b>53,837,254</b>	<b>55,056,620</b>	<b>56,325,619</b>
<b>Library Transfer OUT</b>			236,770	241,728	247,147	252,702	258,395	264,231
<b>Total Municipal Expense &amp; School Transfer OUT</b>	<b>81,661,788</b>	<b>91,709,896</b>	<b>87,532,790</b>	<b>88,544,731</b>	<b>91,285,566</b>	<b>93,174,179</b>	<b>95,226,375</b>	<b>97,827,465</b>
<b>Municipal Revenues</b>								
Tax Collections	57,444,028	57,744,028	57,744,028	59,875,537	62,086,466	64,379,780	66,758,551	69,225,968
State aid - schools	18,300,000	20,309,057	20,309,057	20,891,055	21,401,469	21,962,438	22,523,407	23,109,319
State aid - town	3,134,840	2,749,433	2,749,433	2,935,138	2,853,025	2,683,167	2,714,097	2,772,858
Other	3,115,499	3,177,756	3,008,713	2,678,598	2,684,017	2,689,572	2,695,265	2,701,101
<b>Total Municipal Revenues</b>	<b>81,994,367</b>	<b>83,980,274</b>	<b>83,811,231</b>	<b>86,380,328</b>	<b>89,024,977</b>	<b>91,714,957</b>	<b>94,691,320</b>	<b>97,809,247</b>
<b>Municipal Surplus/(Deficit)</b>	<b>332,579</b>	<b>(7,729,622)</b>	<b>(3,721,559)</b>	<b>(2,164,403)</b>	<b>(2,260,589)</b>	<b>(1,459,223)</b>	<b>(535,054)</b>	<b>(8,218,218)</b>
<b>Estimated/Assumed Adjustments:</b>								
<b>Medical Concessions</b>								
Park Row School Savings (Actives)				314,954	338,576	362,276	385,824	408,974
Non-Medical Concessions (Assumed)			0	600,000	600,000	600,000	600,000	600,000
School Concessions (Assumed)			0	90,000	90,000	90,000	90,000	90,000
Non-Union			0	90,000	90,000	90,000	90,000	90,000
<b>Pension Concessions</b>								
Nyhart Adjustment				319,000	319,000	319,000	319,000	319,000
Nyhart Blend Savings (EST)				500,000	500,000	500,000	500,000	500,000
<b>Adjusted Municipal Net Surplus/(Deficit)</b>	<b>332,579</b>	<b>(7,729,622)</b>	<b>(3,721,559)</b>	<b>(340,449)</b>	<b>(413,013)</b>	<b>(412,054)</b>	<b>(1,359,778)</b>	<b>(1,899,758)</b>
<b>Reserve Fund Allocation</b>				0	0	41,205	135,977	189,976
<b>School Department</b>								
<b>Income - Unrestricted</b>								
State Revenue	20,277,799	20,309,057	20,309,057	20,891,055	21,401,469	21,962,438	22,523,407	23,086,492
Local Revenue	30,961,133	30,961,133	30,961,133	30,628,554	31,240,216	31,874,816	32,533,213	33,216,299
Local Appropriations (Repayment Deficit)	(332,579)	(332,579)	(332,579)	0	0	0	0	0
Local Appropriations (Budget Issue)	0	0	(637,072)	0	0	0	0	0
Miscellaneous Revenue	101,258	101,258	101,258	119,384	119,384	119,384	119,384	127,741
Union Concessions (Assumed)				433,000	433,000	433,000	433,000	433,000
Medicaid Reimbursements	400,000	400,000	400,000	450,000	450,000	450,000	450,000	450,000
<b>Total School Income - Unrestricted</b>	<b>51,407,611</b>	<b>51,438,869</b>	<b>50,801,797</b>	<b>52,521,993</b>	<b>53,644,069</b>	<b>54,839,638</b>	<b>56,059,004</b>	<b>57,313,532</b>
<b>Total School Expenses - Unrestricted</b>								
School Surplus/(Deficit)	632,217	654,070	(230,323)	317,882	421,386	507,924	756,314	695,758
<b>School Adjustments:</b>								
Total School Adjustments			0	0	0	0	0	0
Medical Co-Share Assumed Savings (School)				50,789	54,577	58,397	62,193	65,925
<b>Adjusted School Department Net Surplus/(Deficit)</b>	<b>632,217</b>	<b>654,070</b>	<b>(230,323)</b>	<b>368,671</b>	<b>475,963</b>	<b>566,322</b>	<b>818,507</b>	<b>761,683</b>
<b>Total West Warwick Surplus/(Deficit)</b>	<b>964,796</b>	<b>(7,075,552)</b>	<b>(3,951,882)</b>	<b>(26,001)</b>	<b>(26,950)</b>	<b>978,375</b>	<b>2,478,277</b>	<b>(2,661,438)</b>
<b>Beginning Fund Balance</b>								
Assigned/Restricted/Non-Spendable Funds	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602
Town General Fund	5,741,416	5,894,631	5,894,631	2,173,071	1,832,622	1,419,609	1,790,457	3,014,250
Town Reserve Fund					0	41,205	177,182	367,158
School General Fund			1,721,998	1,483,675	1,852,326	2,328,289	2,894,611	3,713,118
Ending Assigned/Restricted/Non-Spendable Funds	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602	1,212,602
Ending Town General Fund	6,073,995	(1,834,991)	2,173,071	1,832,622	1,419,609	1,790,457	3,014,250	4,724,030
Town Reserve Fund				0	0	41,205	177,182	367,158
Ending School General Fund		654,070	1,483,675	1,852,326	2,328,289	2,894,611	3,713,118	4,474,801
<b>Ending West Warwick Fund Balance</b>	<b>7,286,597</b>	<b>31,681</b>	<b>4,869,348</b>	<b>4,897,550</b>	<b>4,960,500</b>	<b>5,938,875</b>	<b>8,117,153</b>	<b>10,778,591</b>

**CBA Negotiation Calculation**

**POLICE**

312  Concessions	FY 14		FY 15		FY 16		FY 17		FY 18		FY 19	
	Effect for FY 14		Effect for FY 15		Effect for FY 16		Effect for FY 17		Effect for FY 18		Effect for FY 19	
	Operating	Pension & OPEB										
Overtime Reduction			(110,000)		(110,000)		(110,000)		(110,000)		(110,000)	
Reduce 3 Officers	(184,165)	(11,805)										
Sick Bonus			(13,000)		(13,000)		(13,000)		(13,000)		(13,000)	
Eliminate Detective Sergeant 5-2			(96,559)	(7,003)	(98,550)	(7,127)	(99,225)	(7,127)	(99,928)	(7,126)	(99,928)	(7,126)
Eliminate Detective Stipends			(8,490)		(8,489)		(8,491)		(8,490)		(8,490)	
Increase Clothing \$500			26,880		26,891		26,901		26,912		26,923	
Additional Pension Contribution				85,999		103,759		104,095		104,244		104,636
New Working Rate			(66,536)		(85,095)		(93,880)		(102,924)		(112,177)	
New Medical Co-Share			(72,727)		(78,181)		(83,654)		(89,091)		(94,437)	
Total Reduction of Pension per Nyhart				(367,000)		(367,000)		(367,000)		(367,000)		(367,000)
Per Nyhart Retirement Age 50 Change				(60,000)		(60,000)		(60,000)		(60,000)		(60,000)
Training Police Academy (Budget Line Item) (Link)				(15,000)		(15,000)		(15,000)		(15,000)		(15,000)
Dog Pound (Budget Line Item) (Linked)				(2,000)		(2,000)		(2,000)		(2,000)		(2,000)
Additional 2 Days of Vacation		9,000		18,000		18,000		18,000		18,000		18,000
Additional 2 Days of Personal		9,000		18,000		18,000		18,000		18,000		18,000
School SRO Officer Paid by School				(81,616)		(81,884)		(82,770)		(83,708)		(85,819)
		(177,970)		(830,048)		(856,308)		(872,119)		(888,229)		(904,928)

CBA Negotiation Calculation

FIRE

1104	FY 14		FY 15		FY 16		FY 17		FY 18		FY 19	
Concessions	Effect for FY 14		Effect for FY 15		Effect for FY 16		Effect for FY 17		Effect for FY 18		Effect for FY 18	
	Operating	Pension & OPEB										
EMTC Stipend Pensionable		26,216		26,216		26,216		26,216		26,216		26,216
2 Holidays for FY 14 (half time per holiday)	(23,444)	(544)										
4 Holidays for FY 15 to FY 19 (half time per holiday)			(41,187)	(543)	(41,647)	(592)	(41,649)	(592)	(41,651)	(593)	(41,653)	(592)
Reduce Holiday Overtime 10.5 at time and half	(32,068)	(3,151)	(79,305)	(9,205)	(80,292)	(10,032)	(80,324)	(10,033)	(80,355)	(10,032)	(80,386)	(10,032)
Reduce Clothing Allowance	(40,350)		(41,508)		(42,667)		(43,826)		(44,985)		(46,144)	
Additional Pension Contribution		41,748		126,588		169,553		170,919		171,496		172,034
New Working Rate			(134,636)		(164,696)		(180,421)		(196,527)		(212,509)	
New Medical Co-Share			(17,280)		(18,576)		(19,877)		(21,169)		(1,855)	
Total Reduction of Pension per Nyhart				(770,000)		(770,000)		(770,000)		(770,000)		(770,000)
		(95,862)		(1,083,916)		(1,117,878)		(1,136,097)		(1,154,687)		(1,152,547)

## CBA Negotiation Calculation

Council 94

94	FY 14		FY 15		FY 16		FY 17		FY 18		FY 19	
Concessions	Effect for FY 14		Effect for FY 15		Effect for FY 16		Effect for FY 17		Effect for FY 18		Effect for FY 18	
	Operating	Pension & OPEB										
Sick Bonus	(5,800)		(5,800)		(5,800)		(5,800)		(5,800)		(5,800)	
Co-share 17% and 20% (salary over 50k) on medical			(43,091)		(46,323)		(49,565)		(52,788)		(55,955)	
Pension Contribution to 11%				68,096		68,453		68,782		68,961		69,388
New Working Rate			(51,830)		(76,272)		(81,818)		(87,246)		(92,482)	
Reduction of Pension per Nyhart				(288,000)		(288,000)		(288,000)		(288,000)		(288,000)
Buyback Sick/Vacation		(25,000)		(50,000)		(50,000)		(50,000)		(50,000)		(50,000)
7 Day Rule		(25,000)		(50,000)		(50,000)		(50,000)		(50,000)		(50,000)
		(55,800)		(488,721)		(516,395)		(525,183)		(533,834)		(542,237)

**Assumptions**

	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>
<b>Tax Levy</b>	3.75%	3.75%	3.75%	3.75%	3.75%
<b>Health Care</b>	4.00%	4.00%	6.00%	6.00%	6.00%
<b>Dental</b>	4.00%	4.00%	4.00%	4.00%	4.00%
<b>Collection Rate</b>	96.00%	96.00%	96.00%	96.00%	96.00%

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1030 Town Manager**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1030-5110	General Wages	74,830	132,065	42,065	172,398	172,398	172,398	172,398	172,398
1030-5120	Department Head Salaries	120,000	107,125	107,125	107,125	107,125	107,125	107,125	107,125
1030-5130	Overtime	240	240	240	240	240	240	240	240
1030-5140	Longevity	3,080	3,155	3,155	3,155	8,511	9,352	9,352	15,459
1030-5216	Sick Bonus	200	200	200	200	200	200	200	200
1030-5300	Supplies & Expenses	7,280	7,280	7,280	8,469	9,672	9,894	10,122	10,355
1030-5301	Manager Expense	1,500	1,500	1,500	1,539	1,576	1,612	1,649	1,687
1030-5340	Publications	-	-	-	-	-	-	-	-
1030-5367	Conference/Travel	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
1030-5368	Membership Dues	480	480	480	480	480	480	480	480
	<b>Total</b>	<b>209,610</b>	<b>254,045</b>	<b>164,045</b>	<b>295,606</b>	<b>302,202</b>	<b>303,302</b>	<b>303,567</b>	<b>309,945</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1035 Town Planner**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1035-5110	General Wages	5,000	-	0	0	0	0	0	0
1035-5120	Department Head Salaries	69,000	70,725	70,725	70,725	70,725	70,725	70,725	70,725
1035-5190	Board Payroll	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
1035-5300	Supplies & Expenses	2,000	2,000	2,000	2,052	2,101	2,149	2,198	2,249
1035-5340	Publications	600	600	600	616	631	646	661	676
1035-5361	Travel	1,000	1,000	1,000	1,026	1,051	1,075	1,100	1,125
1035-5369	Training/Conferences	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
1035-5670	Consulting	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
	Stipend/Vacation	3,900	3,900	3,900	3,900	3,900	3,900	3,900	3,900
	<b>Total</b>	<b>90,000</b>	<b>86,725</b>	<b>86,725</b>	<b>86,819</b>	<b>86,908</b>	<b>86,995</b>	<b>87,084</b>	<b>87,175</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1050 Town Council**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1050-5190	Board Payroll	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000
1050-5300	Supplies & Expenses	7,000	7,000	7,000	7,182	7,354	7,523	7,696	7,873
1050-7000	Contribution - Non-Profit Org.	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
1050-7001	Search Committee	-	-	-	-	-	-	-	-
1050-8000	Equipment/Supplies	8,000	8,000	8,000	8,208	8,405	8,598	8,796	8,998
		-							
	<b>Total</b>	<b>49,000</b>	<b>49,000</b>	<b>49,000</b>	<b>49,390</b>	<b>49,759</b>	<b>50,121</b>	<b>50,492</b>	<b>50,871</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1060 Town Clerk**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1060-5110	General Wages	119,043	119,043	119,043	119,043	119,043	119,043	119,043	119,043
1060-5120	Department Head Salaries	60,000	66,500	66,500	66,500	66,500	66,500	66,500	66,500
1060-5128	Higher Class Pay	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
1060-5130	Overtime	2,050	2,050	2,050	2,050	2,050	2,050	2,050	2,050
1060-5140	Longevity	7,130	8,129	8,129	8,129	8,129	9,302	9,710	13,035
1060-5216	Sick Bonus	400	400	400	400	400	400	400	400
1060-5300	Supplies & Expenses	10,000	10,000	10,000	10,260	10,506	10,748	10,995	11,248
1060-5315	Town Clerk Copy Machine	10,000	10,000	10,000	10,260	10,506	10,748	10,995	11,248
1060-5656	Land Evidence Records	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	<b>Total</b>	<b>241,623</b>	<b>249,121</b>	<b>249,121</b>	<b>249,641</b>	<b>250,133</b>	<b>251,791</b>	<b>252,693</b>	<b>256,524</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1065 Board of Canvassers**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1065-5110	General Wages	39,105	39,106	39,106	39,106	39,106	39,106	39,106	39,106
1065-5130	Overtime	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
1065-5140	Longevity	-	-	0	0	1,955	1,955	1,955	2,542
1065-5190	Board Payroll	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
1065-5216	Sick Bonus	400	400	400	400	400	400	400	400
1065-5300	Supplies & Expenses	5,500	5,500	5,500	5,643	5,778	5,911	6,047	6,186
1065-5400	Election/Other Expenses	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	<b>Total</b>	<b>82,505</b>	<b>82,506</b>	<b>82,506</b>	<b>82,649</b>	<b>84,739</b>	<b>84,872</b>	<b>85,008</b>	<b>85,733</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1070 Legal**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1070-5305	Administration Expense	125,000	125,000	125,000	150,000	150,000	150,000	150,000	150,000
1070-5390	School Legal Account	-	-	-	-	-	-	-	-
1070-5452	Legal Settlements	-	-	-	-	-	-	-	-
1070-5701	Insurance Claims under \$3000	15,000	15,000	15,000	25,000	25,000	25,000	25,000	25,000
1070-5702	Probate Judge	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
1070-5703	Labor Specialist	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
1070-5704	Outside Services	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
1070-5710	District Court	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
1070-5711	Planning/Zoning	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
1070-5712	Station Fire	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>247,500</b>	<b>247,500</b>	<b>247,500</b>	<b>282,500</b>	<b>282,500</b>	<b>282,500</b>	<b>282,500</b>	<b>282,500</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1080 EMA**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1080-5120	Department Head Salaries	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450
1080-5800	EMA Equipment	1,000	1,000	1,000	1,026	1,051	1,075	1,100	1,125
	<b>Total</b>	<b>5,450</b>	<b>5,450</b>	<b>5,450</b>	<b>5,476</b>	<b>5,501</b>	<b>5,525</b>	<b>5,550</b>	<b>5,575</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1085 Town Sargeant**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1085-5120	Department Head Salaries	700	700	700	750	800	850	900	950
	<b>Total</b>	700	700	700	750	800	850	900	950

## TOWN OF WEST WARWICK

## FIVE YEAR PLAN

## 1090 General Government

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1090-5165	Cafeteria Plan Payments	46,000	46,000	46,000	46,000	46,000	46,000	46,000	46,000
1090-5210	FICA Expense - Employer	1,079,325	983,269	1,214,720	1,451,398	1,543,716	1,548,475	1,555,120	1,564,145
1090-5218	Sell Back	100,000	100,000	75,000	50,000	50,000	50,000	50,000	50,000
1090-5225	Retirement Severance Payments	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
1090-5226	Excess Loss (Stop Loss)	163,039	163,039	163,039	163,039	163,039	163,039	163,039	163,039
1090-5227	Dental Insurance	271,744	264,055	262,347	274,044	295,386	307,202	319,490	332,269
1090-5227	Dental Insurance - Retirees	250,841	240,176	240,176	249,783	259,774	270,165	280,972	292,210
1090-5228	Health Insurance	2,324,800	2,518,031	2,927,049	2,974,068	3,093,030	3,278,612	3,475,329	3,683,849
	Health Insurance - (HSA Contribution)	0	0	107,250	105,750	105,750	105,750	105,750	105,750
1090-5228	Health Insurance (Co-Share)	0	0	(126,654)	(462,471)	(472,726)	(484,452)	(496,648)	(509,331)
1090-5228	Health Insurance - Retirees	2,518,534	2,631,694	2,770,064	2,287,086	2,255,861	2,346,284	2,389,282	1,266,573
1090-5228	Health Insurance - Retirees (Co-Share)	0	0	(5,391)	(392,409)	(394,852)	(402,612)	(410,818)	(360,241)
	Health Insurance - 94/Retiree (HSA Contribution)	0	0	0	43,200	47,400	40,200	40,200	31,200
1090-5230	Life Insurance	17,500	13,276	14,592	19,733	14,106	14,458	14,820	13,400
1090-5235	Insurance Reimbursements	0	0	0	0	0	0	0	0
1090-5239	Pension Contribution	1,812,911	8,362,173	5,563,703	5,540,308	5,682,879	6,138,596	6,376,323	6,685,294
1090-5240	OPEB Contribution - Additional	843,389	2,232,615	0	990,113	1,171,619	1,320,831	1,532,054	2,924,453
1090-5243	ICMA Contribution - Employer	8,713	8,713	8,713	8,713	8,713	8,713	8,713	8,713
1090-5250	Workers Compensation	350,000	404,288	403,602	419,929	428,144	434,906	440,470	447,596
1090-5335	General Liability Insurance	345,000	390,143	390,143	401,848	413,903	426,320	439,110	452,283
1090-5346	Postage	0	0	0	0	0	0	0	0
1090-5350	Negotiation	0	0	242,473	0	0	0	0	0
1090-5400	Ambulance Expense	110,500	110,500	110,500	113,263	116,094	118,996	121,971	125,021
1090-5403	WW Chamber Of Commerce	0	0	0	0	0	0	0	0
1090-5408	Ri League Of Cities & Towns	11,776	11,776	11,776	11,776	11,776	11,776	11,776	11,776
1090-5409	Unemployment Expense	71,750	71,750	103,312	107,491	109,594	111,325	112,749	114,573
1090-5422	Cash Reserve Fund	0	0	0	0	0	0	0	0
1090-5426	Pawtuxet River Authority	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
1090-5520	Telephone	45,000	45,000	45,000	46,125	47,324	48,460	49,575	50,715
1090-5600	FEMA Flood Damage	0	0	0	0	0	0	0	0
1090-5605	Computer Services	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
1090-5610	Nyhart	0	0	0	0	0	0	0	0
1090-5901	Advertising	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
1090-5935	Bank/Misc. Charges	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500
1090-5530	Annual AV Fees	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
1090-5670	Consulting	0	0	0	15,000	15,000	15,000	15,000	15,000
		0	0	0	0	0	0	0	0
	Total	10,610,322	18,835,998	14,806,915	14,703,287	15,251,030	16,157,543	16,879,777	17,733,788

	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
	Adopted	Baseline	Revised	Projected	Projected	Projected	Projected	Projected
Total West Warwick Pension	10,322,474		8,000,000	7,319,462	7,521,240	8,057,918	8,359,086	8,669,307
Divisional ARC Contributions								
School Contribution	1,653,980		1,251,225	1,277,771	1,323,156	1,367,355	1,410,166	1,410,166
Additional School Contribution			637,072					
Waste Water Contribution	498,000		498,000	455,637	468,197	501,605	520,353	539,664
Library Contribution	50,000		50,000	45,747	47,008	50,362	52,244	54,183
Total Divisional ARC Contributions	2,201,980		2,436,297	1,779,154	1,838,361	1,919,322	1,982,763	2,004,013
ARC After Contributions	8,120,494		5,563,703	5,540,308	5,682,879	6,138,596	6,376,323	6,665,294
ARC Underfunded per Budget	6,307,583							
OPEB Adjustment								
Total Net Town Pension ARC	1,812,911		5,563,703	5,540,308	5,682,879	6,138,596	6,376,323	6,665,294

	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
	Adopted	Baseline	Revised	Projected	Projected	Projected	Projected	Projected
Total TOWN OPEB ARC per Nyhart	5,778,909		5,629,591	4,006,822	4,167,094	4,417,120	4,682,147	4,963,076
Town Plan Change Savings per Nyhart 12/27			(1,776,878)	0	0	0	0	0
Net Town OPEB Nyhart after Savings			3,852,713	4,006,822	4,167,094	4,417,120	4,682,147	4,963,076
Town Paygo per Supplement								
Retiree's Dental (From General Budget Line Item)	522,585		(240,176)	(249,783)	(259,774)	(270,165)	(280,972)	(292,210)
Retiree's Medical (From General Budget Line Item)	4,843,334		(2,770,064)	(2,287,086)	(2,255,861)	(2,346,284)	(2,389,282)	(1,266,573)
School Contribution			0	(479,840)	(479,840)	(479,840)	(479,840)	(479,840)
Total Town Paygo	5,365,919	0	(3,010,240)	(3,016,708)	(2,995,475)	(3,096,289)	(3,150,093)	(2,038,623)
Town OPEB after Paygo			842,473	990,113	1,171,619	1,320,831	1,532,054	2,924,453
OPEB Adjustment								
Adjust to Pension			(600,000)					
Adjust to Negotiations			(242,473)					
Total Additional Town OPEB	(2,432,088)		0	990,113	1,171,619	1,320,831	1,532,054	2,924,453
				4.0%	4.0%	6.0%	6.0%	6.0%

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1100 Finance**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1100-5110	General Wages	112,958	140,321	112,956	153,787	153,787	153,787	153,787	153,787
1100-5120	Department Head Salary	93,641	93,641	93,641	105,000	105,000	105,000	105,000	105,000
1100-5123	Part Time	8,200	8,200	8,200	8,200	8,200	8,200	8,200	8,200
1100-5128	Higher Class Pay	5,535	5,535	5,535	5,535	5,535	5,535	5,535	5,535
1100-5130	Overtime	9,225	9,225	9,225	9,225	9,225	9,225	9,225	9,225
1100-5140	Longevity	14,365	3,387	3,387	3,387	3,796	3,991	3,991	13,911
1100-5216	Sick Bonus	800	800	800	800	800	800	800	800
1100-5300	Supplies & Expenses	10,000	10,000	10,000	10,260	10,506	10,748	10,995	11,248
1100-5369	Training/Conferences	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
1100-5601	Annual Audit	22,000	22,000	23,000	23,000	23,500	23,500	23,500	24,000
1100-5602	IT Consultant	38,950	38,950	38,950	38,950	38,950	38,950	38,950	38,950
	<b>Total</b>	<b>317,924</b>	<b>334,309</b>	<b>307,944</b>	<b>360,394</b>	<b>361,549</b>	<b>361,986</b>	<b>362,233</b>	<b>372,906</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1110 Tax Collector**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1110-5110	General Wages	138,596	138,595	138,595	138,595	138,595	138,595	138,595	138,595
1110-5123	Part Time	-	-	-	-	-	-	-	-
1110-5128	Higher Class Pay	5,248	5,248	5,248	5,248	5,248	5,248	5,248	5,248
1110-5130	Overtime	12,300	12,300	12,300	15,000	15,000	15,000	15,000	15,000
1110-5140	Longevity	9,009	8,471	8,471	9,270	9,661	9,857	9,857	11,456
1110-5216	Sick Bonus	400	400	400	400	400	400	400	400
1110-5300	Supplies & Expenses	10,860	10,860	10,860	11,142	11,409	11,671	11,939	12,214
1110-5346	Postage	11,529	11,529	11,529	11,829	12,113	12,392	12,677	12,969
1110-5368	Membership Dues								
1110-5605	Computer Services	5,455	5,455	5,455	5,455	5,455	5,455	5,455	5,455
	<b>Total</b>	<b>193,397</b>	<b>192,858</b>	<b>192,858</b>	<b>196,940</b>	<b>197,882</b>	<b>198,618</b>	<b>199,171</b>	<b>201,337</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1120 Tax Assessor**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1120-5110	General Wages	40,832	41,663	41,663	41,663	41,663	41,663	41,663	41,663
1120-5120	Department Head Salaries	68,793	68,796	68,796	68,796	68,796	68,796	68,796	68,796
1120-5128	Higher Class Pay	4,304	4,304	4,304	4,304	4,304	4,304	4,304	4,304
1120-5130	Overtime	400	400	400	400	400	400	400	400
1120-5140	Longevity	9,597	9,598	9,598	10,974	11,791	11,791	11,791	11,791
1120-5216	Sick Bonus	400	400	400	400	400	400	400	400
1120-5300	Supplies & Expenses	7,160	7,160	7,160	7,346	7,522	7,695	7,872	8,053
1120-5605	Computer Services	9,025	9,025	9,025	9,025	9,025	9,025	9,025	9,025
1120-5645	Professional Services	10,660	10,660	10,660	10,660	10,660	10,660	10,660	10,660
1120-5665	Reevaluation Expense	-				350,000			350,000
<b>Total</b>		<b>151,171</b>	<b>152,006</b>	<b>152,006</b>	<b>153,568</b>	<b>504,561</b>	<b>154,734</b>	<b>154,911</b>	<b>505,092</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1121 Board of Assessment Review**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1121-5110	General Wages	1,056	1,056	1,056	1,056	1,056	1,056	1,056	1,056
1121-5190	Board Payroll	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350
1121-5300	Supplies & Expenses	200	200	200	205	210	215	220	225
	<b>Total</b>	<b>2,606</b>	<b>2,606</b>	<b>2,606</b>	<b>2,611</b>	<b>2,616</b>	<b>2,621</b>	<b>2,626</b>	<b>2,631</b>

TOWN OF WEST WARWICK

FIVE YEAR PLAN

1200 Police

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1200-5100	Salaries	2,888,141	2,861,826	2,755,742	2,800,252	2,857,320	2,857,320	2,857,320	2,857,320
1200-5110	General Wages	221,423	231,089	231,089	231,089	252,222	252,222	252,222	252,222
1200-5115	Crossing Guards	40,186	48,940	48,940	48,940	48,940	48,940	48,940	48,940
1200-5120	Department Head Salaries	87,715	87,711	87,711	87,711	87,711	87,711	87,711	87,711
1200-5127	Shift Differential Pay	23,575	23,575	23,575	23,575	23,575	23,575	23,575	23,575
1200-5128	Higher Class Pay	5,125	5,125	5,125	5,125	5,125	5,125	5,125	5,125
1200-5130	Overtime	666,250	666,250	564,342	578,675	601,902	626,058	651,180	651,180
1200-5133	SRO Officer	112,174	112,174	112,174	112,174	112,174	112,174	112,174	112,174
1200-5136	Civilian Dispatcher	262,028	286,379	286,379	286,379	286,379	286,379	286,379	286,379
1200-5140	Longevity	251,543	244,197	244,197	256,947	279,196	293,539	299,335	323,038
1200-5150	Holiday	300,000	311,063	299,095	307,526	313,965	313,965	313,965	313,965
1200-5155	Civilian Holiday	19,475	17,073	16,601	16,601	16,601	16,601	16,601	16,601
1200-5161	Sick/Vacation Buy Back	58,425	58,425	11,685	11,685	11,685	11,685	11,685	11,685
1200-5216	Sick Bonus	13,000	13,000	-	-	-	-	-	-
1200-5230	Insurance	24,000	22,759	19,775	17,100	23,649	24,240	24,846	25,467
1200-5260	Education	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
1200-5300	Supplies & Expenses	26,000	26,000	26,000	26,676	27,316	27,944	28,587	29,245
1200-5304	Prisoner Food	750	750	750	770	788	806	825	844
1200-5306	Police Copy Machine Expense	8,000	8,000	8,000	8,208	8,405	8,598	8,796	8,998
1200-5310	Clothing Allowance	96,250	95,125	102,125	119,250	119,250	119,250	119,250	119,250
1200-5311	Bullet Proof Vests	5,000	5,000	5,000	5,130	5,253	5,374	5,498	5,624
1200-5313	Utilities	26,000	26,000	26,000	26,676	27,316	27,944	28,587	29,245
1200-5317	Ammunition	8,000	8,000	8,000	8,208	8,405	8,598	8,796	8,998
1200-5321	Janitorial Supplies	4,000	4,000	4,000	4,104	4,202	4,299	4,398	4,499
1200-5322	AG's Fingerprint Cards	2,500	2,500	2,500	2,565	2,627	2,687	2,749	2,812
1200-5421	Dog Pound Supplies	8,000	8,000	6,000	6,156	6,304	6,449	6,597	6,749
1200-5450	Training	32,500	32,500	17,500	17,500	17,500	17,500	17,500	17,500
1200-5451	Communications	25,700	25,700	25,700	26,368	27,001	27,622	28,257	28,907
1200-5452	Wellness	23,500	20,150	20,150	20,150	20,150	20,150	20,150	20,150
1200-5453	Preventive Care	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
1200-5470	Youth Center Expenses	10,000	10,000	10,000	10,260	10,506	10,748	10,995	11,248
1200-5473	BCI Evidence Prod & Film	2,800	2,800	2,800	2,873	2,942	3,010	3,079	3,150
1200-5474	Community Policing	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
1200-5475	Special Investigation Unit	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
1200-5505	Petroleum	90,000	90,000	90,000	92,340	94,556	96,731	98,956	101,232
1200-5550	Fleet Maintenance	60,000	60,000	60,000	61,560	63,037	64,487	65,970	67,487
1200-5600	Police Accreditation	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
1200-5605	Computer Services	66,410	66,410	66,410	66,410	66,410	66,410	66,410	66,410
1200-5670	Consulting Services	-	-	-	-	-	-	-	-
1200-5725	Vending Income / Expenses	-	-	-	-	-	-	-	-
1200-5700	Police Academy	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>5,517,270</b>	<b>5,529,321</b>	<b>5,236,165</b>	<b>5,337,783</b>	<b>5,481,211</b>	<b>5,526,941</b>	<b>5,565,258</b>	<b>5,596,530</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1210 Fire**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1210-5100	Salaries	3,549,346	3,524,826	3,543,156	3,601,732	3,601,732	3,601,732	3,601,732	3,601,732
1210-5110	General Wages	81,481	81,480	81,480	81,480	81,480	81,480	81,480	81,480
1210-5120	Department Head Salaries	87,716	87,731	87,731	87,731	87,731	87,731	87,731	87,731
1210-5128	Higher Class Pay	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
1210-5130	Overtime	940,000	940,000	940,000	940,000	940,000	940,000	940,000	940,000
1210-5136	Civilian Dispatchers	148,032	146,140	146,140	146,140	146,140	146,140	146,140	146,140
1210-5140	Longevity	257,037	247,029	247,029	257,934	277,188	312,655	327,264	340,718
1210-5150	Holiday	342,200	348,565	298,562	219,242	219,242	219,242	219,242	219,242
1210-5160	Sick/Vacation Buyback	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000
1210-5170	EMT Pay	258,199	119,160	119,160	119,160	119,160	119,160	119,160	119,160
1210-5230	Insurance	28,800	28,959	28,959	29,683	30,425	31,186	31,965	32,764
1210-5260	Education	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
1210-5265	EMT Recertification	-	-	-	-	-	-	-	-
1210-5270	EMS Fixed Expenses	8,860	8,860	8,860	9,090	9,308	9,522	9,741	9,965
1210-5300	Supplies & Expenses	50,000	50,000	50,000	51,300	52,531	53,739	54,975	56,239
1210-5301	Training	30,500	30,500	30,500	30,500	30,500	30,500	30,500	30,500
1210-5302	Major Needs	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
1210-5303	Turn Out Gear	19,065	19,065	19,065	19,561	20,030	20,491	20,962	21,444
1210-5310	Clothing Allowance	122,600	87,485	82,460	61,340	60,320	60,320	60,320	60,320
1210-5313	Utilities	26,500	26,500	26,500	27,189	27,842	28,482	29,137	29,807
1210-5420	Traffic Signs	1,500	1,500	1,500	1,539	1,576	1,612	1,649	1,687
1210-5432	Hydrants	375,693	375,693	375,693	385,461	394,712	403,790	413,077	422,578
1210-5434	Alarm/Radio/Computer	29,089	29,089	29,089	29,845	30,561	31,264	31,983	32,719
1210-5435	Ambulance Services	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000
1210-5436	Dawson Expenses	-	-	-	-	-	-	-	-
1210-5450	Scba/Meters Maint.	22,570	22,570	22,570	23,157	23,713	24,258	24,816	25,387
1210-5505	Petroleum	70,000	70,000	70,000	71,820	73,544	75,236	76,966	78,736
1210-5550	Fleet Maintenance	56,000	56,000	56,000	57,456	58,835	60,188	61,572	62,988
1210-5899	Meds Grant								
	<b>Total</b>	<b>6,612,188</b>	<b>6,408,152</b>	<b>6,371,455</b>	<b>6,358,360</b>	<b>6,393,570</b>	<b>6,445,727</b>	<b>6,477,412</b>	<b>6,508,337</b>

**TOWN OF WEST WARWICK**

**FIVE YEAR PLAN**

**1290 Department of Public Works**

Account	Description	FY 2014			FY 2015 Revised	FY 2016 Revised	FY 2017 Revised	FY 2018 Revised	FY 2019 Revised
		Adopted	Baseline	Revised					
1290-5110	General Wages	941,648	978,258	978,258	978,258	978,258	978,258	978,258	
1290-5118	Mechanics Salary	195,775	194,883	194,883	194,883	194,883	194,883	194,883	
1290-5119	Mechanics Overtime	20,000	20,000	20,000	20,001	20,002	20,003	20,004	
1290-5120	Department Head Salaries	-	-	0	0	0	0	0	
1290-5128	Higher Class Pay	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
1290-5130	Overtime	100,000	100,000	83,250	70,000	70,000	70,000	70,000	
1290-5140	Longevity	91,961	78,672	78,672	81,470	86,299	91,935	94,994	
1290-5216	Sick Bonus	2,400	2,400	2,400	2,400	2,400	2,400	2,400	
1290-5300	Supplies & Expenses	80,000	80,000	80,000	82,080	84,050	85,983	87,961	
1290-5302	Major Needs - Winter	175,000	175,000	175,000	179,550	183,859	188,088	192,414	
1290-5307	Clothing	13,000	13,000	13,000	13,338	13,658	13,972	14,293	
1290-5420	Traffic Signs	4,000	4,000	4,000	4,104	4,202	4,299	4,398	
1290-5460	Solid Waste	350,000	350,000	350,000	359,100	367,718	376,176	384,828	
1290-5505	Petroleum	105,000	105,000	105,000	107,730	110,316	112,853	115,449	
1290-5550	Fleet Maintenance	180,000	180,000	180,000	184,680	189,112	193,462	197,912	
1290-5563	Fleet Maintenance General Governme	4,000	4,000	4,000	4,104	4,202	4,299	4,398	
1290-5600	FEMA Flood Damage	-	-	-	-	-	-	-	
1290-5604	Rubbish Contract	698,852	698,852	698,852	698,852	698,852	698,852	698,852	
1290-5606	Storm Services	50,000	50,000	50,000	51,300	52,531	53,739	54,975	
1290-5607	Construction & Drainage	100,000	100,000	100,000	102,600	105,062	107,478	109,950	
1290-5708	Pavement Marking	30,000	30,000	30,000	30,780	31,519	32,244	32,986	
1290-5709	Contract Tree Trim	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
	<b>Total</b>	<b>3,171,636</b>	<b>3,194,065</b>	<b>3,177,315</b>	<b>3,195,230</b>	<b>3,226,923</b>	<b>3,258,924</b>	<b>3,288,956</b>	<b>3,323,975</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1291 Recycling**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised	Revised	Revised	Revised	Revised	Revised
1291-5110	General Wages	176,530	172,266	172,266	172,266	172,266	172,266	172,266	172,266
1291-5123	Recycling Coordinator	-							
1291-5130	Overtime	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
1291-5140	Longevity	13,460	7,057	7,057	9,210	9,210	10,092	11,180	13,333
1291-5300	Supplies & Expenses	6,500	6,500	6,500	6,669	6,829	6,986	7,147	7,311
	<b>Total</b>	<b>211,490</b>	<b>200,823</b>	<b>200,823</b>	<b>203,145</b>	<b>203,305</b>	<b>204,344</b>	<b>205,592</b>	<b>207,909</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1292 Town Engineer**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1292-5110	General Wages	-	-	0	0	0	0	0	0
1292-5120	Department Head Salaries	-	85,000	0	85,000	85,000	85,000	85,000	85,000
1292-5300	Supplies & Expenses	500	500	500	513	525	537	549	562
1292-5313	Utilites - Elec For Gas Station	1,500	1,500	1,500	1,539	1,576	1,612	1,649	1,687
1292-5670	Consulting Engineer Services	15,000	15,000	15,000	15,390	15,759	16,121	16,492	16,871
1292-5324	GIS Maintenance	3,000	3,000	3,000	3,078	3,152	3,224	3,298	3,374
	<b>Total</b>	<b>20,000</b>	<b>105,000</b>	<b>20,000</b>	<b>105,520</b>	<b>106,012</b>	<b>106,494</b>	<b>106,988</b>	<b>107,494</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1330 Street Lighting**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1330-5540	Street Lighting	385,000	385,000	385,000	395,010	404,490	413,793	423,310	433,046
		-							
	<b>Total</b>	<b>385,000</b>	<b>385,000</b>	<b>385,000</b>	<b>395,010</b>	<b>404,490</b>	<b>413,793</b>	<b>423,310</b>	<b>433,046</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1335 Building Official**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1335-5104	Minimum Housing Inspector	35,000	35,872	35,872	35,872	35,872	35,872	35,872	35,872
1335-5110	General Wages	39,794	39,794	39,794	39,794	39,794	39,794	39,794	39,794
1335-5112	Electrical Inspector	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
1335-5113	Plumb/Mech/Inspector	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
1335-5120	Department Head Salaries	71,276	71,744	71,744	71,744	71,744	71,744	71,744	71,744
1335-5123	Temporary Employees	-	-	-	-	-	-	-	-
1335-5130	Overtime	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
1335-5131	Janitorial Wages	-	-	-	-	-	-	-	-
1335-5140	Longevity	2,600	2,587	2,587	2,985	2,985	2,985	8,365	9,161
1335-5216	Sick Bonus	400	400	400	400	400	400	400	400
1335-5300	Supplies & Expenses	15,000	15,000	15,000	15,390	15,759	16,121	16,492	16,871
1335-5330	Maintenance Expense	6,000	6,000	6,000	6,156	6,304	6,449	6,597	6,749
1335-5333	Building Maint Electric	3,800	3,800	3,800	3,899	3,993	4,085	4,179	4,275
1335-5334	Building Maint Mechanical	4,200	4,200	4,200	4,309	4,412	4,513	4,617	4,723
1335-5341	Building Maint Plumbing	4,000	4,000	4,000	4,104	4,202	4,299	4,398	4,499
1335-5349	Building Maint Custodial	5,500	5,500	5,500	5,643	5,778	5,911	6,047	6,186
1335-5351	Building Maint Electric Bill	40,000	40,000	40,000	41,040	42,025	42,992	43,981	44,993
1335-5352	Building Maint Water Bill	3,100	3,100	3,100	3,181	3,257	3,332	3,409	3,487
1335-5353	Building Maint Sewer Bill	2,000	2,000	2,000	2,052	2,101	2,149	2,198	2,249
1335-5358	Building Maint Propane	-	-	-	-	-	-	-	-
1335-5359	Res Property Maintenance	4,000	4,000	4,000	4,104	4,202	4,299	4,398	4,499
1335-5369	Training/Travel	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
1335-5480	Building Condemnation Fund	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
1335-5500	Heat And Oil	30,000	30,000	30,000	30,780	31,519	32,244	32,986	33,745
1335-5505	Petroleum	4,000	4,000	4,000	4,104	4,202	4,299	4,398	4,499
1335-5605	Computer Expense	8,600	8,600	8,600	8,824	9,036	9,244	9,457	9,675
1335-5999	Transfer Out								
	<b>Total</b>	<b>354,770</b>	<b>356,097</b>	<b>356,097</b>	<b>359,881</b>	<b>363,085</b>	<b>366,232</b>	<b>374,833</b>	<b>378,922</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1420 Zoning**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1420-5190	Board Payroll	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750
1420-5300	Supplies & Expenses	300	300	300	308	315	322	329	337
1420-5645	Professional Services	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
	<b>Total</b>	<b>4,550</b>	<b>4,550</b>	<b>4,550</b>	<b>4,558</b>	<b>4,565</b>	<b>4,572</b>	<b>4,579</b>	<b>4,587</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1505 Senior Center**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2018
		Adopted	Baseline	Revised					
1505-7003	WW Senior Center	153,000	153,000	153,000	163,000	173,000	183,000	193,000	203,000
	<b>Total</b>	<b>153,000</b>	<b>153,000</b>	<b>153,000</b>	<b>163,000</b>	<b>173,000</b>	<b>183,000</b>	<b>193,000</b>	<b>203,000</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1510 Housing Board**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2018
		Adopted	Baseline	Revised					
1510-5138	Tenant Affairs	-	-	-	4,800	4,800	4,800	4,800	4,800
1510-5190	Board Payroll	1,800	1,800	1,800	1,850	1,900	1,950	2,000	2,050
		-	-	-	-	-	-	-	-
	<b>Total</b>	<b>1,800</b>	<b>1,800</b>	<b>1,800</b>	<b>6,650</b>	<b>6,700</b>	<b>6,750</b>	<b>6,800</b>	<b>6,850</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1540 Library**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1540-5100	Salaries	327,710	438,929	327,710	328,775	328,775	328,775	328,775	328,775
1540-5120	Department Head Salary	57,410	57,403	57,401	55,000	55,000	55,000	55,000	55,000
1540-5140	Longevity	14,420	15,157	14,419	11,424	13,001	17,317	20,821	24,044
1540-5210	FICA Expense	28,590	39,129	28,588	33,392	29,301	29,632	29,900	30,146
1540-5216	Sick Bonus	-	-	-	-	-	-	-	-
1540-5220	Medical	50,020	103,445	50,015	49,860	52,603	56,788	61,220	65,914
1540-5240	Pension	50,000	50,000	50,000	64,000	65,827	67,700	69,620	71,587
1540-5300	General Office Expense	-	-	-	-	75	152	231	311
1540-5409	Unemployment	-	-	-	(8,432)	-	-	-	-
1540-5481	Books	2,940	2,940	2,940	-	1,752	2,484	3,233	4,002
1540-5482	Periodicals	-	-	-	-	94	190	288	389
1540-5483	AV	-	-	-	-	1,113	1,228	1,346	1,467
1540-5483	On LineResources	-	-	-	-	-	-	-	-
1540-5485	Programs And Services	-	-	-	-	77	157	238	322
1540-5487	Book Processing Expense	-	-	-	-	(1,803)	(1,754)	(1,704)	(1,653)
1540-5489	Furniture/Equipment	-	-	-	-	-	-	-	-
1540-5490	OSL Membership	26,670	26,670	26,663	30,835	31,843	32,876	33,935	35,021
1540-5491	Computer Equipment	-	-	-	-	113	228	346	467
1540-5492	Maintenance Supplies	-	-	-	-	70	142	215	291
1540-5493	Repair And Maintenance	7,940	7,940	7,932	10,125	10,463	10,808	11,163	11,526
1540-5494	Security Service	-	-	-	-	18	36	55	75
1540-5495	Sewer	300	300	300	300	310	320	331	342
1540-5496	Office Equipment Contract	-	-	-	-	69	139	211	285
1540-5497	Computer Equipment Contract	-	-	-	-	70	142	215	291
1540-5498	Building Maintenance Contract	9,750	9,750	9,750	9,750	10,075	10,408	10,750	11,100
1540-5500	Gas	9,750	9,750	9,750	9,725	10,050	10,358	10,673	10,996
1540-5502	Water	800	800	833	2,000	2,063	2,127	2,192	2,260
1540-5507	Legal Services	-	-	-	1,300	1,355	1,411	1,469	1,528
1540-5508	Misc Admin	-	-	-	-	37	76	115	156
1540-5509	Staff Training	-	-	-	-	-	-	-	-
1540-5510	Electric	45,700	45,700	45,700	41,375	42,700	44,058	45,450	46,877
1540-5520	Telephone	-	-	0	0	165	334	507	685
	Medical Co-Share	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>632,000</b>	<b>807,913</b>	<b>632,000</b>	<b>639,429</b>	<b>655,216</b>	<b>671,131</b>	<b>686,597</b>	<b>702,204</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1660 Parks**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1660-5108	Summer Program Salaries	-	-	-	-	-	-	-	-
1660-5110	General Wages	109,031	110,335	110,335	110,335	110,335	110,335	110,335	110,335
1660-5111	Part Time Wages	15,500	-	0	0	0	0	0	0
1660-5120	Department Head Salaries	-	-	0	0	0	0	0	0
1660-5130	Overtime	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
1660-5140	Longevity	4,896	8,492	0	74	8,492	9,418	9,418	9,418
1660-5216	Sick Bonus	400	400	400	400	400	400	400	400
1660-5300	Supplies & Expenses	74,620	74,620	74,620	76,560	78,397	80,200	82,045	83,932
1660-5330	Trail Maintenance	3,500	3,500	3,500	3,591	3,677	3,762	3,849	3,938
1660-5332	Concert Series	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>242,947</b>	<b>232,347</b>	<b>223,855</b>	<b>225,960</b>	<b>236,301</b>	<b>239,115</b>	<b>241,047</b>	<b>243,023</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1700 Debt Service**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
1700-8003	Town 800,000 Open Rec 93	72,610	72,608	72,608					
1700-8004	5M Road Bond	417,630	417,625	417,625	405,813	393,938	382,063	370,188	358,682
1700-8005	GOB 2009 Series A	515,590	515,588	515,588	513,300	515,200	515,400	514,525	513,651
1700-8006	GOB 2009 Refund Series B	299,320	299,313	299,313	286,513	273,863	261,363	248,400	236,080
1700-8007	Town 10.5 School Bond	897,970	897,964	897,964	900,414	896,134	900,178	896,678	893,192
1700-8008	GO 2002 Refund Series B	-							
1700-8009	2.1 Bond Issue	172,160	172,150	172,150	167,406	162,250	147,000	142,000	137,170
1700-8011	School QZAB Bond	284,720	230,500	230,500	230,500	230,500	230,500	230,500	230,500
1700-8012	Station Fire Bond	229,130							
1700-8019	Anticipated Borrowing	-	-	-	140,000	415,000	403,947	392,895	382,145
1700-8040	Debt Service Cost of Issuance	25,000							
	<b>Total</b>	<b>2,914,130</b>	<b>2,605,748</b>	<b>2,605,748</b>	<b>2,643,946</b>	<b>2,886,885</b>	<b>2,840,451</b>	<b>2,795,186</b>	<b>2,751,420</b>

**TOWN OF WEST WARWICK  
FIVE YEAR PLAN**

**1785 Capital**

Account	Description	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
		Adopted	Baseline	Revised					
	Paver - DPW	-	-	-	-	-	-	-	-
	Roller - DPW	-	-	-	-	-	-	-	-
1785-9143	Town Hall Improvements	125,645	125,645	125,645	125,645	125,645	125,645	125,645	125,645
	DPW	-	-	-	-	-	-	-	-
1785-9145	Lease - Fire Truck	-	-	-	64,645	64,645	64,645	64,645	64,645
	DPW - 5-7 Yd Truck W/Plow	-	-	-	-	-	-	-	-
	Library Windows	-	-	-	-	-	-	-	-
1785-9141	Police - Capital/Misc	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
1785-9142	Fire - Capital/Misc	85,000	85,000	85,000	85,000	85,000	85,000	85,000	85,000
1785-9150	Finance - Capital	-	-	-	-	-	-	-	-
1785-9201	Other Carryover	-	-	-	-	-	-	-	-
	Operating Capital Improvement				300,000	500,000	500,000	500,000	500,000
	<b>Total</b>	<b>310,645</b>	<b>310,645</b>	<b>310,645</b>	<b>675,290</b>	<b>875,290</b>	<b>875,290</b>	<b>875,290</b>	<b>875,290</b>



**TOWN OF WEST WARWICK**  
**FY 2014 - FY 2018 Budgeted Revenues**

	FY 2014			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
	Adopted	Baseline	Revised					
<b>Tax Levy</b>								
Current Tax Collections	54,725,028	55,025,028	55,025,028	57,088,467	59,229,284	61,450,382	63,754,772	66,145,575
Prior Year Taxes	2,269,000	2,269,000	2,269,000	2,337,070	2,407,182	2,479,398	2,553,779	2,630,393
Prior Year Property Tax Interest	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
Subtotal Tax Levy	57,444,028	57,744,028	57,744,028	59,875,537	62,086,466	64,379,780	66,758,551	69,225,968
<b>School Aid</b>								
School Formula Aid	18,300,000	20,265,989	20,265,989	20,792,918	21,319,847	21,846,776	22,373,706	22,913,345
Non-Public Transportation		31,258	31,258	41,678	52,097	62,517	72,936	85,091
High-Cost Special Education		11,810	11,810	17,715	29,525	53,145	76,765	110,883
Subtotal School Aid	18,300,000	20,309,057	20,309,057	20,852,311	21,401,469	21,962,438	22,523,407	23,109,319
<b>School - Other Revenue</b>								
School - Other	332,579	332,579	332,579					
Subtotal - School Other	332,579	332,579	332,579	0	0	0	0	0
<b>State Aid</b>								
Telephone (Corp) Tax	351,310	366,504	366,504	366,504	366,504	366,504	366,504	366,504
Meals Tax	329,930	323,440	323,440	337,025	353,943	370,225	383,442	397,131
Hotel Tax	92,830	89,146	89,146	79,003	81,666	83,732	116,208	161,280
Incentive Aid	277,610	138,805	138,805	138,805	138,805			
Distressed Comm	817,900	675,775	675,775	675,775	675,775	675,775	675,775	675,775
Library Construction Aid	70,000	0	0	0	0	0	0	0
Motor Vehicle	213,260	197,021	197,021	197,021	197,021	197,021	197,021	197,021
School Housing Aid	982,000	958,742	958,742	1,141,005	1,039,311	989,910	975,147	975,147
Subtotal State Aid	3,134,840	2,749,433	2,749,433	2,935,138	2,853,025	2,683,167	2,714,097	2,772,858
<b>Departmental Revenue</b>								
Investment Income	5,000	5,000	5,000	28,447	28,447	28,447	28,447	28,447
Town Clerk	600,000	600,000	600,000	497,959	497,959	497,959	497,959	497,959
Building Official	216,000	216,000	216,000	186,167	186,167	186,167	186,167	186,167
Miscellaneous Income	10,000	10,000	10,000	50,804	50,804	50,804	50,804	50,804
DPW/Recycling Revenues	7,000	7,000	7,000	21,972	21,972	21,972	21,972	21,972
Planner Revenue & CDBG	3,000	3,000	3,000	3,064	3,064	3,064	3,064	3,064
Grant Admin Revenues (Library/Linked)	147,770	147,770	142,289	142,289	145,846	149,492	153,230	157,060
Library Revenue Misc (Linked)			94,481	99,439	101,301	103,210	105,166	107,171
Dog Pound Collection	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Police Copy Machine/Misc.	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Police Revenue	10,000	10,000	10,000	61,702	61,702	61,702	61,702	61,702
Municipal Court	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Fire Rescue Fees	972,000	972,000	972,000	967,146	967,146	967,146	967,146	967,146
Fire Plans Review	15,000	15,000	15,000	13,690	13,690	13,690	13,690	13,690
Pilot - WW Housing	45,000	45,000	45,000	55,748	55,748	55,748	55,748	55,748
Tax Assessor Reval/Misc	0	0	0	360	360	360	360	360
Road Opening Permit	6,000	6,000	6,000	4,703	4,703	4,703	4,703	4,703
Field Revenue	7,500	7,500	7,500	10,133	10,133	10,133	10,133	10,133
Sewer Admin Fees	311,650	311,650	311,650	301,650	301,650	301,650	301,650	301,650
School Crossing	35,000	35,000	35,000	37,112	37,112	37,112	37,112	37,112
Civic Center	126,000	126,000	126,000	126,000	126,000	126,000	126,000	126,000
Royal Mill	0	0	0	0	0	0	0	0
EMA Grant	0	0	0	0	0	0	0	0
Employee Co-Pay	250,000	258,043						
Retiree Co-Pay								
School OPEB Payment								
QSCB Subsidy		54,214	54,214	54,214	54,214	54,214	54,214	54,214
Subtotal Departmental	2,782,920	2,845,177	2,676,134	2,678,598	2,684,017	2,689,572	2,695,265	2,701,101
<b>Total</b>	<b>81,994,367</b>	<b>83,980,274</b>	<b>83,811,231</b>	<b>86,341,584</b>	<b>89,024,977</b>	<b>91,714,957</b>	<b>94,691,320</b>	<b>97,809,247</b>