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AGREEMENT BETWEEN

CITY OF CRANSTON

AND

LOCAL 1363,

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

AFL - CIO

CONTRACT YEARS

JULY 1, 2016 – JUNE 30, 2019

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AGREEMENT

This Agreement is entered into as of the 1st day of JULY, 2016 by and between the City of Cranston (hereinafter referred to as "City" or "Employer") and the International Association of Fire Fighters, Local 1363, AFL-CIO (hereinafter referred to as "Union" or "I.A.F.F." or "Local 1363"). This Collective Bargaining Agreement (hereinafter "Agreement"), is entered into pursuant to the authority granted by Rhode Island General Laws Title 28, Chapter 9.1, et seq. known as the Fire Fighters' Arbitration Act, as amended.

Section 1 - Recognition

The City of Cranston recognizes Local 1363 International Association of Fire Fighters, AFL-CIO as the exclusive bargaining agent for all uniformed employees and all of the full-time civilian employees of the Cranston Fire Department including the Assistant Chief, Deputy Chiefs, City Fire Marshal, Superintendent of Fire Alarms and Director of Emergency Medical Service for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The City agrees that each Chief shall be given an individual contract of employment requiring just cause for termination and providing employment benefits substantially equal to those provided to bargaining unit members under this collective bargaining agreement. The rights of the City of Cranston and employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 1.2 – Neutral References/Non-Discrimination

(a) All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include both male and female employees.

(b) The Employer and the Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age or sexual orientation or preference. The Employer and Union mutually agree that there will be no

discrimination against an employee because he is or is not a member of the Union or because he engages or does not engage in activities protected by the Rhode Island State labor Relations Act.

Section 2 - Union Security

(a) Any member of the Fire Department who is a member of Local 1363 as of July 1, 2001, and any member of the Fire Department who becomes a member of Local 1363 during the term of this Agreement, shall remain a member of Local 1363 for the duration of this Agreement.

(b) All present employees of the Fire Department of the City of Cranston who are not members of Local 1363, International Association of Fire Fighters, AFL-CIO on the effective date hereof, shall not be required to become members of Local 1363 during the term of this Agreement, but shall, as a condition of employment, pay to Local 1363, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of Local 1363, which shall be limited to an amount of money equal to Local 1363's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments levied upon its members in connection with its responsibilities as the collective bargaining agent for employees of the Cranston Fire Department.

(c) The failure to maintain membership in Local 1363, in accordance with the terms of this Agreement, or the failure to pay to Local 1363 charges and assessments in accordance with sub-paragraph (b) hereof, shall be considered a ground for dismissal under the provisions of this Agreement; provided, however, that nothing contained herein shall be construed so as to place any obligation upon the City to discharge any employee for non-membership in Local 1363, if (1) the City has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other employees, or (2) if the City has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 3 - Dues Deduction

Upon receipt by the City of a signed, voluntary authorization form by the employee, the City agrees to deduct union membership dues from the pay of said employee and remit the aggregate amount to the Treasurer of Local 1363 by the 15th day of the month following the month of deduction. An employee's authorization may be revoked by sending a signed written notice thereof to the City, which shall send a copy of said revocation to the President of the Union.

All members of the bargaining unit who have elected not to join the Union shall remit an agency fee to the Union in accordance with applicable law. This agency fee shall be deducted by the City from the earnings of non-members and be remitted to the Union in the same manner as Union dues.

The Union shall indemnify and hold the City and its officials harmless against any and all claims, legal proceedings, orders and judgments, including costs and reasonable legal fees, as a result of the City's compliance with this Section.

Section 3.5 – Management Rights

Except to the extent there is contained in this Agreement express and specific provisions to the contrary or a duly established past practice in the Department, all authority, power, rights, jurisdiction and responsibilities for the management of the Cranston Fire Department are retained and reserved exclusively to the City.

The rights reserved to the City include, but are not limited to, the right to determine the overall budget and mission of the Department; to maintain the efficiency and effectiveness of operations; to determine the services to be rendered and the operations to be performed; to direct and supervise employees; to transfer, assign and schedule employees; to suspend, discharge or otherwise discipline employees for just cause; and issue rules and regulations for the conduct of the Department.

Section 4 - Seniority

Employees covered by this Agreement shall have seniority rights in grade and said seniority insofar as practicable shall prevail with regard to the following:

(a) Transfers to any Division, department or position by whatever name the transfer may be labeled, except those that are filled by promotional or eligibility lists established by the Personnel Director according to the Personnel Rules and the City Charter except as otherwise provided in this Agreement.

(b) Days off, holidays, vacations and any and all circumstances or situations by whatever name they may be given; provided, however, that an employee may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that an employee shall reject a position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. In the event that an EMTC requests to get off Rescue and then after expiration of his cards/ licenses decides to go back to Rescue the City shall not be obligated to pay for retraining of the employee.

(c) Department seniority shall be defined as an employee's length of service with the Cranston Fire Department. In the event more than one member was appointed as a permanent employee of the Cranston Fire Department on the same day, their relative seniority shall be determined by their rank at the completion of the recruit training school. The seniority of officers shall be determined by the length of time in service in the Cranston Fire Department.

An employee's seniority shall be terminated and his seniority rights forfeited as a result of resignation, retirement or discharge for just cause.

(d) A bid system shall be adopted (with details to be worked out by the parties) under which employees may bid for jobs. The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner;

provided, however, that in cases where the City and the Local mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this Section except in cases where the City and the Local may mutually agree to extend such trial period. If, during the trial period, the City removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedures as previously mentioned.

Notwithstanding the bid system under which employees may bid for jobs, the Department may make assignments to jobs without allowing employees to bid where there is an overriding reason or justification for the assignment. In any case where such an assignment is challenged by an employee or the Union, the burden will be on the City to demonstrate an overriding reason or justification. The assignment will not be disturbed unless the City's decision was arbitrary or capricious.

(e) It is understood by the parties hereto that during the trial period, a biweekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee, the Chief of the Fire Department and Director of Personnel. The form of said progress report shall be substantially the same as is now being used by the Director of Personnel.

(f) A permanent and up-to-date seniority list shall be posted and maintained on the Bulletin Board at Fire Headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

(g) The City also agrees to furnish to the Local and maintain an up-to-date seniority list, a copy of which is posted on said Bulletin Board.

(h) If one person or more is on long term sick leave or long term injured-on-duty leave on any one of the four (4) Platoons, the Chief of the Department shall have the right to open any one of those positions as temporary position for bid in accordance with the seniority clause of this agreement. When the employee or employees who were out return to work or the Chief of the Department terminates the temporary position, then the employee or employees who bid that position(s) shall return to his normal position. Long term sick leave or long term injured-on-duty leave shall mean any employee who has been out of work for at least three (3) continuous months or the prognosis is that an employee will be out for three (3) months or longer.

(i) Temporary details from one position to another position, within a Platoon, shall be done by seniority. Rescue personnel must be E.M.T.C. qualified.

(j) Civilian Employees covered by this Agreement seniority shall be based on the total years of continuous service with the City of Cranston.

Section 4.5 - Vacancies - Privates And Officers Ranks

1. Vacancies in the Privates' ranks shall be filled as soon as practicable after the date vacancy occurs. A vacancy occurs as a result of a retirement, death, promotion or termination.

Effective July 1, 2016 and expiring on June 30, 2017, The City may hold up to eight (8) private positions vacant.

Effective July 1, 2017 and expiring on June 30, 2019 the City may hold up to five (5) private positions vacant.

2. Vacancies in the Officers ranks shall be filled immediately days after the date the vacancy occurs. In order for this vacancy in the Officers ranks to be filled, there must be an employee on an active certified promotional list and the vacancy occurs because of a promotion, retirement, death, or termination (for whatever reason).

Section 4.6 - Vacancies Civilian Employee Positions

Vacancies in civilian employee positions shall be filled as soon as practicable after the date the vacancy occurs.

Section 5 - Temporary Service Out Of Rank

Members of the Cranston Fire Department, up to and including the rank of Assistant Chief of the Department, who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at the out of rank pay of one-fourth (1/4th) of the employees rate of pay for whom said employee is filling in for, provided such service is for a period of one-half (1/2) day (five (5) hours), or one-half (1/2) night (seven (7) hours) of each working day or night. Such higher rate shall apply for all time spent at higher rank. In the case of a Private who assumes command of a Company in the absence of a Captain, he shall be compensated at the rate paid a Lieutenant.

In the event of a vacancy in the officers' ranks on a particular Platoon, such vacancy shall be filled at once by a man on the promotional list working on the particular Platoon. All vacancy fill-ins should be done by seniority on each Platoon, using employees who are on the promotional list. In the event that all employees who are on the promotional list on a particular Platoon reject the vacancy fill-in, the Chief shall have the right to order the employee on a particular Platoon who is on the promotional list with the least amount of seniority to fill that position.

In any case where an employee serving out of rank contracts an illness or suffers injury in the performance of his duty, he shall be entitled to all of the benefits provided by Chapter 45-19-1, including pay at the rate he was receiving while serving out of rank. In the event an employee so disabled is subsequently placed on a disability pension, his pension shall be based on the pay of the person that he was filling in for.

Section 5.1 - Temporary Service Out Of Class - Civilian Employee

Any employee assigned to assume the duties of a higher classification on a temporary basis and who serves in said position for a period of more than five (5) consecutive working days shall be entitled to be compensated at the minimum rate of pay for the position in which he or she serves. Should this temporary assignment be for less than five (5) consecutive working days, then there shall be no salary adjustment.

Section 6 - Promotions

Promotion to the rank of Lieutenant and Captain on the Fire Department shall be made from the most senior person on the appropriate certified promotional list. Promotions to the ranks of Chief, Assistant Chief, Deputy Chief, Director of Emergency Medical Services, Fire Marshal, Superintendent of Fire Alarm, shall be made from the certified promotional list in accordance with the provisions of the City Charter. All certified promotional lists shall run concurrently regardless of the date of the certification of the promotional list by the Director of Personnel.

Promotions to all of the above ranks shall be made from the appropriate certified promotional lists for those positions during the total two (2) year length of said promotional lists for any promotional vacancy that during the time frame said lists are in effect (e.g. a promotional list is certified on January 1, 1996, through December 31, 1998; a promotional vacancy occurs on December 30, 1998; that promotional vacancy shall be filled from the certified promotional list beginning January 1, 1996 through December 31, 1998, for that position).

Section 6.1 - Promotional Procedures

Competitive examinations within the Fire Department shall be subject to the following rules:

A. Eligibility - Lieutenants and Captains

1. No member will be eligible to become a Lieutenant unless he has served at least five (5) years of service in the Department and at least two (2) years of service as a member of the Fire Fighting Division including his year of probation.

2. A member must possess an E.M.T.C. Certificate and must also have one (1) year of service on Rescue vehicles within the Cranston Fire Department prior to being appointed to Rescue Lieutenant.

3. No member will be eligible to become a Captain unless he is currently a Lieutenant and has at least three (3) years of service as a Lieutenant.

4. No member will be eligible to become a Rescue Captain unless he is currently a Rescue Lieutenant and has at least three (3) years of service as a Rescue Lieutenant.

5. No member will be eligible to become a Lead Lineman unless he has at least two (2) years of service in the Fire Alarm Division.

6. No member will be eligible to take an examination for the above positions unless he is eligible for promotion on the date of the first day the certified promotional list would be in effect.

7. Written examinations will be given to permit an adequate evaluation of the degree of achievement and preparation for the rank involved and each candidate will be graded so that a possible score of 100 points may be obtained. Fire Fighters' promotional grade will be based on a score of 65 points. Fire Fighters successfully passing will be placed on the promotion list. Upon promotion, a Fire Fighter shall serve a six month probationary period before being permanently assigned to the position. The Fire Fighter will be evaluated during the first six months by the Chief or his designee on a bimonthly basis. A promoted Fire Fighter may be removed during his probationary period for just cause. Promotional lists may run for two (2) years.

8. A Rescue Driver can be appointed an acting Rescue Lieutenant even through he is not on the promotional list. A qualified Fire Fighter may be used as a Rescue Driver. The present practice of being able to move a Rescue Driver to another station as an acting Rescue Lieutenant will be continued.

9. A Fire Fighter, who has at least five (5) years of service on the Cranston Fire Department, can be appointed an acting officer even though he is not on the promotional list. This may be done when there is no one on the promotional list or if there is no one on the promotional list on a particular Platoon. The senior qualified man shall be appointed the acting officer. The Chief or Deputy Chief shall determine who is qualified. The senior man may refuse down to the level that the Chief or Deputy Chief determines is qualified. The City agrees to maintain promotional lists.

B. Eligibility - Chief of the Department, Assistant Chief, Deputy Chief, Superintendent of Fire Alarm, City Fire Marshal and Director of Emergency Medical Services.

1. No member will be eligible to become Chief of the Department unless he has at least three (3) years of service as Deputy Chief, Fire Marshal, Hazardous Materials Officer or Training Officer.

2. No member shall be eligible to become Assistant Chief unless he has at least three (3) years service as Deputy Chief, Fire Marshal, Hazardous Materials Officer or Training Officer.

3. No member will be eligible to become a Deputy Chief, City Fire Marshal, Hazardous Materials Officer or Training Officer unless he has at least three (3) years of service as a Captain.

4. No member will be eligible to become Superintendent of Fire Alarm unless he has at least five (5) years of service in the Fire Alarm Division.

5. No member will be eligible to become Director of Emergency Medical Services unless he has at least three (3) years of service as a Captain in the Rescue Division.

6. No member will be eligible to take an examination for the above positions unless he is eligible for promotion on the date of the first certified promotional list would be in effect.

7. Written and oral examinations will be given for promotion Chief of the Department, Deputy Chief, Assistant Chief, Superintendent of Fire Alarm, City Fire Marshal and Director of Emergency Medical Services. Points for seniority will be added into the total score.

8. Credit for seniority shall be given for actual service only, excluding probationary period and rank or grades specified at time of examination by the Personnel Director. Seniority shall be computed as of the date of examination. Credit for seniority shall be obtained by adding to standard grade of 65 the following points:

One-half (1/2) point for each full year of service for the first ten (10) years.

One (1) point for each full year of service for the next ten (10) years.

Two point for each full year of service over twenty (20) years.

C. Notification of Promotional Examination

1. At least forty-five (45) days prior to any promotional examination, the Personnel Director 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.
2. The percentage (%) of the approximate number of examination questions in each of the subject areas to be tested shall be posted on the Fire Department Bulletin Boards in each station thirty (30) days prior to the date of the examination.
3. Any written examination given which does not comply with the provisions of the foregoing paragraph shall be subject to grievance of contract.

D. Sign-up Period for Promotional Examinations

All employees shall have at least twenty (20) days within the forty-five (45) day notification period for promotional examination as listed in Subsection C to sign up for promotional

examinations. Applications for the promotion exam will be in accordance with RI State Laws and the RI Fair Employment Act, RIGL 28-5-7(7).

E. Preparation of Written Examination:

The written examination shall be prepared by the Director of Personnel.

F. Promotional Examinations for Certified Lists

1. The Director of Personal shall give a promotional exam every two (2) years in all divisions and ranks or if the list has been severely depleted or used in its entirety. Members who attain the required score will be placed on a permanent promotional list until he or she is promoted by their seniority not to exceed a period of four (4) years.

2. The Director of Personnel shall not be required to conduct a promotional examination when there are no current employees who meet the eligibility requirements. When said members would meet these requirements, the Director of Personnel shall insure that all the applicable provisions of Section 6.1 will be followed.

G. The City shall provide each station, division, and bureau with a complete set of current promotional material for all promotional examinations for all ranks within the Cranston Fire Department. Any changes in the source materials, such as new editions, new texts, etc., shall be provided on the date of the posting of the promotional exam to each station, division, and bureau.

H. List of Source Materials Will Be as Follows:

Chief/ Asst Chief/ Deputy Chief:

MANAGEMENT IN THE FIRE SERVICE, (NFPA)
HAZARDOUS MATERIALS, MANAGING THE INCIDENT, IFSTA
CHIEF OFFICER, IFSTA, CURRENT EDITION
FIRE FIGHTING PRINCIPLES AND PRACTICES, WILLIAM CLARK, 2ND EDITION
MANAGING FIRE AND RESCUE SERVICE, ICMA

EMS Director

CURRENT RI PREHOSPITAL CARE & PROTOCOLS AND STANDING ORDERS
CHIEF OFFICER, IFSTA, CURRENT EDITION
MANAGING FIRE & RESCUE SERVICES, ICMA

MANAGEMENT IN THE FIRE SERVICE, (NFPA)
EMERGENCY CARE, BRADY, CURRENT EDITION

Superintendent of Fire Alarm

Life Safety Code NFPA 101, Current Edition
Uniform Fire Code, NFPA 1, Current Edition
Rhode Island Uniform Fire Code, Chapter 13
NFPA, 72 National Fire Alarm Code , Current edition
1221 Standard for Installation, Maintenance and Use of Emergency Communication System, Current Edition

Fire Captains and Fire Lt.:

ESSENTIALS OF FIRE FIGHTING, IFSTA, CURRENT EDITION
EFFECTIVE SUPERVISORY PRACTICES, BETTER RESULT THROUGH TEAM WORK , ICMA
FIRE FIGHTING PRINCIPLES AND PRACTICES, WILLIAM CLARK, 2ND EDITION
FIRE DEPARTMENT COMPANY OFFICER, IFSTA, CURRENT EDITION

Rescue Captains and Rescue Lt.:

CURRENT RI PREHOSPITAL CARE & PROTOCOLS AND STANDING ORDERS
FIRE DEPARTMENT COMPANY OFFICER, IFSTA, CURRENT EDITION
EFFECTIVE SUPERVISORY PRACTICES, BETTER RESULT THROUGH TEAM WORK , ICMA
EMERGENCY CARE, BRADY, CURRENT EDITION

Lead Lineman

Emergency Service Communication, NFPA 1221, Current Edition
Private Fire Protection and Detection 210, International Fire Service Training Assoc. (Chapter 6 Only)
Fire Alarm Signal Systems, NFPA, Richard W. Bukowsaki and Robert J. O'Laughlin,, Current Edition
Rhode Island Uniform Fire Code (Chapter 13)

Section 6.2 - Promotional Procedures For Civilian Employees

A competitive examination pursuant to Civil Service Rules and Regulations, any changes to the present Civil Service Rules and Regulations shall be forwarded to Local 1363 International Association of Fire Fighters and be subject to Grievance and Arbitration procedures.

Credit for seniority shall be given for actual service only, excluding probationary period, and rank or grades specified at time of examination by the Personnel Director. Seniority shall be

computed as of the date of examination. Credit for seniority shall be obtained by adding to the standard grade of seventy (70) the following points:

One-half (1/2) point for each full year of service for the first ten (10) years.

One (1) point for each full year of service for the next ten (10) years.

No additional credit for service in excess of twenty (20) years.

Section 6.3 - Rescue Division - Emergency Medical Technicians (EMTC)

Certification Requirements

In addition to the eligibility requirements in Section 6.1 hereof, in order to remain a Rescue Captain, Lieutenant, or Director of Emergency Medical Services his E.M.T.C. Certificate must be kept current and failure to renew the E.M.T.C. Certificate and keep it current will result in automatic reduction to Private status. If a Rescue Captain or Lieutenant transfers outside the Rescue Division the rank of Captain or Lieutenant will not be carried into any other Division and a Rescue Captain or Lieutenant who transfers out of the Rescue Division will return to the rank of Private.

Section 6.4 - Officer/Acting Officer

In-Service Operable Apparatus

There shall be an officer or acting officer in charge on all in-service operable apparatus on all Platoons.

Section 6.5 - Dispatch Operations

There shall be two (2) civilian dispatchers on duty in the Dispatch Center at all times.

Uniformed fire fighters may be used as dispatchers for the purpose of vacancy callback only after all the civilian dispatchers on the dispatcher's callback list have been offered the callback position. A separate fire fighter dispatch operations callback list shall be established for the purpose of this callback. The placement of a uniformed member on this list shall be the sole choice of the member.

Section 6.6 - Fire Prevention Bureau

There shall be assigned to the Fire Prevention Bureau one (1) City Fire Marshal, one (1) Captain, and three (3) Lieutenants.

Section 6.7 - Training Division

There shall be assigned to the Training Division one (1) Training Officer/Deputy Chief and one (1) Captain to be assigned as of January 1, 2011. The recruit training school will consist of a minimum of sixteen (16) weeks with an added two (2) weeks for the purpose of trainees being assigned to in service apparatus. During this two (2) week period, the trainees will not count toward minimum staffing.

During the eighteen week training academy, recruits will receive two-hundred ($200) dollars less of the weekly salary of the first (1st) year firefighter. Recruits will also not be eligible for any holiday pay or clothing maintenance pay during this period.

Section 6.8 - Hazardous Materials Bureau

There shall be assigned to the Hazardous Materials Bureau one (1) Hazardous Materials Officer/Deputy Chief (effective July 1, 1996).

Section 6.9 Fire Department Apparatus Structure

The in service apparatus structure of the fire department will consist of the following:

6 Engine Companies

3 Ladder Companies

4 Rescue Companies

1 Special Hazards Company

Each company shall have assigned to it a Captain and 3 Lieutenants.

Section 7 - Duties

(a) Consistent with municipal, state and federal law, the duties of the members of the Cranston Fire Department shall consist of the protection of life and property; the

prevention, control and extinguishment of fires; emergency medical services; and the enforcement of laws and regulations related to fire prevention and public health and safety.

In the event of emergencies, the Chief of the Department or his designee may direct the on-duty platoon to shovel hydrants and pump cellars.

(b) There shall be no contracting out of the duties or responsibilities presently performed by members of Local 1363 IAFF or other employees of the Cranston Fire Department.

(c) There shall be no privatization of any Division or Bureau of the Cranston Fire Department.

(d) There shall be no consolidation of the Cranston Fire Department into a Public Safety Organization with any other City of Cranston Department, any other City, Town, or private and public Fire District, any Private Fire Protection or Rescue Organization.

(e) There shall be no duties or responsibilities presently performed by members of Local 1363 IAFF or other employees of the Cranston Fire Department performed by any other City of Cranston Departments or any other organizations.

Section 7.5 - Work Conditions

With the exception of ice Rescue boat drills no outside drills or inspections or details shall be conducted when the temperature is below 32 degrees or above 90 degrees.

Section 8 - Detail To Other Departments

The City of Cranston agrees that members of the Cranston Fire Department whose duties are defined in Section 7 shall not be detailed to other Departments of the City. The details from one unit to another within the Fire Department shall be the responsibility of the Chief of the Department.

Section 9 - Hours

(a) The regular work schedule for members of the Fire Fighting, Rescue Divisions and the Dispatch Center shall be an average workweek of forty-two (42) hours; the work schedule to consist of four (4) Platoons working two (2) consecutive days of ten (10) hours each, two (2) consecutive nights of fourteen (14) hours each, followed by four (4) days off. The regular workweek for members of other Divisions of the Fire Department 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 and Local 1363.

(b) The regular work schedule for civilian employees of the Fire Alarm Division and the Maintenance Division shall be forty (40) hours per week, Monday through Friday, to be worked in four (4) days of ten (10) hours each, in such a manner as may be agreed upon between the Chief and Local 1363 International Association of Fire Fighters.

Effective July 1, 1995, the regular work schedule for civilian employees in the Clerical positions shall be a thirty-five (35) hours per week, seven (7) hours per day Monday through Friday.

Section 10 - Substitutions

The right to substitute at any time shall be permitted; provided, however, that permission to substitute a ten (10) hour shift or a fourteen (14) hour shift must be obtained from the Deputy Chief or Division Head affected by the substitution. If permission is obtained from a Division Head, such Division Head shall notify the Deputy Chief. This shall section shall also apply to the civilian dispatchers' eight (8) hour shifts.

Section 11 - Overtime

All employees shall be compensated for hours worked in excess of their normal tour at the overtime rate of pay as hereinafter set forth. In the event that an employee normally working on a forty (40) hour workweek is temporarily assigned because of vacation or illness or other cause to

a workweek of longer hours, he shall be compensated for the additional hours at the overtime rate of pay hereinafter set forth.

In order for any employee covered by this Agreement to be entitled to overtime pay for any hour, said employee must work thirty (30) minutes or more. In the event that the overtime is less than thirty (30) minutes, there shall be no overtime compensation for such period of time which is less than thirty (30) minutes.

The hourly rate of overtime shall be time and one-half said employee's regular hourly rate. "Hourly rate" as used in the preceding sentence is one-fortieth (1/40) of the weekly rate.

Section 11.1 - Overtime Callback Provisions

The overtime call back rules will be mutually agreed upon by the Fire Chief and Local 1363. The method governing overtime call back will be listed in an agreement between the Fire Chief and Local 1363 dated July 1, 2007. Any changes to these rules must be agreed upon by both parties.

Section 11.2 Mutual Aid

1. When Cranston Fire Fighters leave the City on a mutual aid (projected over two (2) hours in length), the City shall call back the same number of Fire Fighters to staff fire apparatus or supplement the staffing on in-service fire apparatus remaining in the City.

2. When the City of Cranston receives mutual aid from surrounding communities for fire apparatus assigned to Cranston fire stations (projected over one (1) hour in length), the City will call back one (1) Fire Fighter from the Fire Fighting Division for each piece of mutual aid fire apparatus provided by the surrounding communities.

Section 12 - Callback Pay

Fire Fighters covered by this Agreement, who are called back during emergencies, shall be compensated for at least four (4) hours, at the rate set forth in Section 11 hereof.

Civilian employees covered by this Agreement, who are called back during emergencies, shall be compensated for at least three (3) hours, at the rate set forth in Section 11 hereof.

Section 13 - Special Details

(a) In any case where an employee covered by this Agreement is assigned to a special detail of a private nature for an employer other than the City, said employee shall be paid the detail pay hereinafter set forth by the individual corporation or organization for whom said employee is working before or at the end of the detail period.

(b) All employees covered by this Agreement who are assigned to a special detail of a private nature for an employer other than the City shall be guaranteed a minimum of four (4) hours' pay at the rate of time and three-quarters (1-3/4) the average current hourly rate of pay based on the ranks of Captain, Lieutenant; and fire fighter (after three (3) years).

In addition, on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, Easter Sunday, St. Patrick's Day, Memorial Day, Independence Day, Labor Day, Columbus Day and Armistice Day, they shall be paid at the rate of double the employee's time and three-quarters (1-3/4) rate for special details, with a minimum four (4) hour guarantee.

No employee shall be permitted to take a private detail on the night immediately following any day tour of duty where he has been out sick or on injury leave for said tour, nor on the day immediately following any night tour of duty when he has been out sick or on injury leave for said night tour. All detail pay shall be time and three-quarters (1-3/4) the average current hourly rate of pay based on the ranks of Captain, Lieutenant, and fire fighter (after three (3) years).

(c) Whenever an employee of the Cranston Fire Department who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated

by the City for all medical and hospital expenses, etc., and the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of Rhode Island 1956, as amended.

The City shall be subrogated to any third party who may be liable to a member for payment hereunder; provided, however, that the City shall not be subrogated for any sums of money received by the injured Fire Fighter for pain and suffering.

(d) 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 their duties on a private or special detail, the City agrees to provide the employee with all necessary legal assistance and further agrees to pay any judgment rendered against said employee in any such proceedings, provided however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of their employment.

(e) No employee covered by this Agreement shall be compelled to parade or to attend the Inaugural Ball or other civic functions, but may parade and attend said Inaugural Ball or other civic functions on a voluntary basis without pay.

(f) A special detail list shall be established on the basis of departmental seniority, irrespective of rank, and shall be used on a rotating basis. This special detail list shall be maintained and administered by the President of Local 1363 International Association of Fire Fighters, AFL-CIO or his designee.

Section 14 - Vacations

(a) All permanent employees who have less than five (5) years' service in the Department as of April 1 in any year shall be entitled to a vacation of twelve (12) working days during such calendar year. All employees who have completed five (5) years or more of service in the Department prior to April 1 of any year shall be

entitled to a vacation of eighteen (18) working days during such calendar year. All employees who have completed ten (10) years of service or more in the Department but less than fifteen (15) years prior to April 1 in any year shall be entitled to a vacation of twenty (20) working days during such calendar year. All employees who have completed fifteen (15) years prior to April 1 in any year shall be entitled to a vacation of twenty-two (22) working days during such calendar year. All employees who have completed twenty (20) years or more years of service in the Department prior to April 1 shall be entitled to a vacation of twenty-four (24) working days during such calendar year. Effective January 1, 2002, all employees who have completed twenty (20) or more years of service in the Department prior to April 1 shall be entitled to a vacation of twenty-six (26) working days during such calendar year. For contract year July 1, 2009 to June 30, 2010, all members will defer one (1) vacation working day. Also, a member can also voluntarily defer one (1) additional vacation working day. Both days to be paid at the time of retirement at one-fifth (1/5) the members current weekly salary. For contract year July 1, 2010 to June 30, 2011, all members will waive and relinquish one vacation working day.

(b) Seniority shall apply in selecting the vacations by Platoon without regard to rank, and shall be determined by the length of time that an employee covered by this Agreement has been in the Cranston Fire Department.

(c) Seniority shall apply in selecting vacations by department or Divisions for non-Platoon employees without regard to rank, and shall be determined by the length of time that an employee covered by this Agreement has been employed in the Cranston Fire Department.

(d) Employees shall be given a reasonable time period to pick their vacations. Reasonable time shall be determined by Local 1363 and the Chief of the Department.

(e) All employees may pick their vacation one working day at a time, but no more than twelve (12) consecutive working days at any time. Employees shall be allowed to change their vacation six (6) times during the calendar year.

(f) There shall be no more than six (6) employees plus one (1) Deputy Chief per Platoon on vacation at any given time except with permission of the Chief of the Department.

(g) In the event an employee dies during any calendar year prior to his taking a vacation, the amount of his vacation entitlement shall be paid in cash to his estate.

(h) An employee who terminates his employment or retires during any calendar year prior to his taking a vacation shall be entitled to vacation pay in accordance with the schedule enumerated in Section 14 (a) above.

(i) An employee may elect during each calendar year to defer from one (1) to four (4) of their vacation days. These deferred days may be accumulated up to a maximum of thirty (30) working days. These credited accumulated working days will be paid to each member at the time of the members retirement based at the current rate of one-fifth (1/5th) of the members weekly salary.

(j) All employees may be able to accrue up to a maximum of thirty-five (35) working days. This includes the non-voluntary deferred four (4) days of calendar year 1992, and the thirty (30) voluntary deferred days listed in Subsection (I). These credited deferred accumulated vacation days will be paid to each member at the time of the member's retirement based at the current rate of one-fifth (1/5) of the member's weekly salary.

Section 14.5 - Vacations Civilian Employees

Effective July 1, 1986, all permanent classified employees who have less than five (5) years' service in the Department as of January 1 in any year shall be entitled to a vacation of sixteen (16) working days during such calendar year. All employees who have completed five (5) years but less than ten (10) of service in the Department prior to January 1 of any year shall be entitled to a vacation of nineteen (19) working days during such calendar year. All employees who have completed ten (10) years of service or more in the Department prior to January 1 in any year shall be entitled to a vacation of twenty four (24) working days during such calendar year. It is also agreed that any employee with ten (10) or more years of service on December 31st, may elect to be paid up to five (5) days vacation pay for time accrued in excess of eighteen (18) days per year. Vacation periods shall be set by mutual agreement between the Department/Division Head and the employee. If there is a conflict as to the choice of vacation between employees, it shall be decided on the basis of seniority.

Section 15 - Paid Holidays

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

New Year's Day	Memorial Day	Firefighter's Memorial Sunday (2nd Sunday in Oct.)
Martin Luther King Day	Independence Day	Columbus Day
Washington's Birthday	V-J Day	Armistice Day
Easter Sunday	9/11 Memorial Day	Thanksgiving Day
RI Independence day	Labor Day	Christmas Day

Holiday pay shall be thirty-two and a half percent (32.5%) the employee's weekly salary combined with the employee's longevity payment, and shall be paid to each employee over and above his weekly salary, whether he works the holiday or not.

Any employee substituting at a higher rank shall be paid at such higher rank for any holiday occurring during the period that said employee is serving at such higher rank.

The eight (8) paid holidays involuntarily deferred in contract year July 1, 1991, through June 30, 1992, will be paid to all eligible employees at their retirement at one-fourth (1/4) the employee's weekly salary combined with employee's longevity effective at retirement.

Holiday pay shall be included in employee's annual salaries for pension purposes effective July 1, 1981.

Paid Holidays for Civilian Employees

The schedule of paid holidays for civilian employees shall be as follows:

New Year's Day	Memorial Day	Firefighter's Memorial Sunday (2nd Sunday in Oct.)
Martin Luther King Day	Independence Day	Columbus Day
Washington's Birthday	V-J Day	Armistice Day
Easter Sunday	9/11 Memorial Day	Thanksgiving Day
RI Independence day	Labor Day	Christmas Day

When any of the above holidays fall on a Saturday, employees will be given the preceding Friday off. If the holiday occurs on a Sunday, employees will be given the following Monday off. Employees who work on the holiday will be paid time and one-half (1-1/2) for the hours worked in addition to their holiday pay. In the event Christmas Eve or New Years Eve fall on a Friday or a Sunday, employees shall be granted another day off by mutual agreement between the employee and his/her Department or Division Head.

Section 15.1 – Uniform Clothing Allowance and Voucher

The City agrees to supply employees of the Fire Department by November 1 each year the following clothing and equipment:

A. Chief of the Department, Assistant Chief/Deputy Chiefs, Superintendent of Fire Alarm, Fire Prevention Officers, EMS Director, Hazardous Material Officer/Deputy Chief, and Training Officer/Deputy Chief:

Two (2) pairs of dress blue uniform trousers, a dress blue blouse or jacket, a hat, five (5) dress white shirts, one (1) black neck tie, and one (1) pair of black shoes on a one (1) time basis when a member is initially transferred into the above-mentioned position. The above-mentioned items of clothing will be replaced as soon as practicable with similar clothing when, upon inspection, such clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty and upon the surrender by member of said clothing.

B. Mechanics:

Four (4) sets of blues, one (1) pair of black shoes each year and three (3) sets of rental coveralls per week.

C. Civilian dispatchers will receive three (3) collared polo shirts per year.

Fire Department issued collared polo shirts may be worn in place of the blue uniform shirt. New hires will receive four (4) sets of station uniforms four (4) collared polo shirts and one (1) pair of shoes.

Effective July 1, 2008

The uniform issue will be by the voucher system. Each member may choose clothing from the following listed items. NFPA Approved blue uniform shirt and pants, polo shirts, shoes or athletic shoes and a belt. The Chief of the Department may add or delete any additional clothing or equipment he deems necessary to the voucher list.

Effective July 1, 2015 the cost of each voucher will not exceed six hundred ($600.00) dollars.

Effective July 1, 2017 the cost of each voucher will not exceed six hundred and fifty ($650.00) dollars.

Effective July 1, 2018 the cost of each voucher will not exceed seven hundred ($700.00) dollars.

The order shall be placed by the city by September 1 of each year.

Section 15.2 – Protective Gear and Clothing Allowance

A. Firefighters/Drivers/Fire Officers:

Rubber boots, turnout coats, bunker pants with suspenders, helmet with eye protection and helmet shield, blue uniform work jacket, woolen caps, work gloves, Nomex hoods, and S.C.B.A. masks.

B. Rescue Drivers/Rescue Officers:

Rubber boots, turnout coats, bunker pants with suspenders, helmet with eye protection and helmet shield, foul-weather gear, rubbers, overshoes, blue uniform work jacket, woolen cap, Nomex hoods, work gloves, and S.C.B.A. masks.

C. Fire Alarm Linemen, Civilian Electrician/Lead Lineman

Coveralls or overalls, climbing shoes, hard hats, linemen's gloves, all-purpose coats, heavy-duty rubbers, foul-weather gear, woolen caps, Nomex hood, jumpsuit, and summer jacket.

D. Mechanics:

Canvas work jacket, heavy-duty rubbers, steeled toed work shoes, work gloves, woolen cap.

E. Fire Marshal, Fire Prevention Officers, Hazardous Material Officer/Deputy Chief:

Rubber boots, turnout coat, bunker pants with suspenders, helmet with eye protection and helmet shields, blue uniform work jacket, heavy-duty rubbers, work gloves, woolen caps, hard hats, coveralls or overalls and a jumpsuit.

F EMS Director, Training Officer/Deputy Chief:

Rubber boots, turnout coat, bunker pants with suspenders, helmet with eye protection and helmet shields, blue uniform work jacket, rubbers, work gloves, woolen caps, and Nomex hood.

The City agrees to furnish all the above-mentioned protective gear and clothing when members are assigned to these positions if protective gear and clothing has not already been issued. The City shall reissue, as soon as practicable, similar protective gear or clothing when, upon inspection, such protective gear or clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty, and upon the surrender by the employee of said protective gear or clothing. Effective July 1, 1990, protective gear lost in the line of duty shall be replaced.

Section 15.3 – Dress Uniform – Firefighters

The dress uniform in the Cranston Fire Department shall consist of:

One (1) dress uniform cap

One (1) blue blouse

One (1) pair blue trousers

One (1) white long-sleeve shirt with department patch

One (1) black tie

One (1) black belt

One (1) black pair of socks

One (1) black pair of shoes

All applicable badges, rank insignia, pins, emblems, piping, etc.

The City shall provide to all firefighters hired after July 1, 2001, on the successful completion of their probationary year of service in the Department a dress uniform as listed above with the exception of a black belt and black socks.

The above-listed items of clothing will be replaced as soon as practicable with similar clothing (exception: belt and socks) when upon inspection such clothing is worn, destroyed, or mutilated as a result of normal wear and tear or as the result of destruction in the line of duty and upon the surrender by member of said clothing.

Any necessary change in any article of the dress uniform due to promotions, type of material, style, etc., resulting in the need to replace an article of clothing shall be borne by the City as soon as practicable.

Section 15.4 – Clothing Maintenance Allowance

The City agrees to provide each member of the Department with the sum of one thousand hundred ($1000.00) dollars per year for cleaning, maintenance, and upkeep of said station and dress uniforms and work attire, said sum to be paid in quarterly (1/4) installments commencing July 1 of each year.

Effective July 1, 2009, said amount shall be increased to one thousand two hundred ($1200.00) dollars per year. The above-listed cleaning, maintenance and upkeep allowance shall not apply to civilian employees.

Effective July 1, 2017, said amount shall be increased to one thousand and three hundred ($1300.00) dollars per year.

Section 15.5 –Fire Prevention and Fire Alarm Clothing Purchase

The City agrees to provide employees of the Fire Prevention Bureau and Superintendent of Fire Alarm six hundred ($600.00) dollars per year for the purchase of civilian attire, said sum to be paid in quarterly (1/4) installments commencing July 1 of each year.

The above-listed civilian clothing purchase allowance shall not apply to civilian employees.

Section 16 - Sick Leave

A. Amount of Sick Leave

Sick leave shall be granted at the rate of twenty (20) working days per year accumulative to one hundred and sixty (160) working days; provided, however, that members with Five (5) years' service or more within the Department shall be granted up to an additional sixty (60) working days' sick leave if the sickness is of such nature as to require a prolonged period of treatment and recuperation. All uniform and civilian members of Local 1363 who suffer a long term non-occupational injury or illness and said individual has exhausted his/her sick leave accrual, other members of Local 1363 may voluntarily donate unused sick leave to the affected member. The member donating the sick leave will have their sick leave accrual debited.

During the month of January in each year the City of Cranston shall cause to be published and dispatched to the members of the Fire Department their present entitlement under this clause.

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

When an employee is absent for more than two (2) consecutive work days or after having more than eight (8) days of sick leave with pay during a calendar year, the Chief of the Department may require a physician's certificate or other satisfactory evidence in support of the request. The Fire Fighter may submit a certification from his own physician at his own expense or may elect to be examined by a City approved physician from a list of several maintained by the City, such examination to be paid for by the City.

Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee to disciplinary action and/ or the

requirement to make restitution. If grounds exists to suspect a misuse of sick leave, the City has the right to investigate the employee, including sending a representative to the employee's residence. In the event a Fire Fighter is on vacation and becomes ill, the vacation shall continue to be in effect. This provision will not apply to Fire Fighters injured in the line of duty or those on long term sick leave. Probationary firefighters will be granted 10 sick days during their probationary year. This sick leave may be used at the conclusion of the fire department training academy.

B. Reasons for Sick Leave

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

1. Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his present position or of some other position in the Department if said employee is found capable of other work by 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 twenty-four (24) hours (employees can be required to sign an affidavit stating that there is no possible way to make other arrangements). This attendance upon members of the family within the household shall be limited to twelve (12) occurrences per year unless this attendance is due to a continuous long-term illness.

C. Additional Leave Not To Be Deducted From Sick Leave

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

D. Sick Leave on Retirement

1. Upon retirement in good standing from City employment, after at least ten (10) years of employment in the City, an employee may elect to be paid for, or take as furlough, one quarter (1/4) of unused accrued sick leave time, up to a maximum of forty (40) days.

2. Upon retirement in good standing from City employment, after at least twenty (20) years of employment in the City, an employee may elect to be paid for, or take as furlough, one-half (1/2) of unused accrued sick leave time, up to a maximum of eighty (80) days. Any member who purchases military time afforded under Section 24-10 of this agreement must work a minimum of twenty (20) years to be eligible for the above benefit.

E. Sick Leave on Death

1. If an employee with at least ten (10) years of service with the City dies leaving unused accumulated sick leave, his estate shall receive a payment equal to one-half (1/2) of said unused, accumulated sick leave up to a maximum of Eighty (80) days.

2. If an employee with at least twenty (20) years of service with the City dies leaving unused accumulated sick leave, his estate shall receive a payment equal to one-half (1/2) of said unused, accumulated sick leave up to a maximum of eighty (80) days.

3. A member of Local 1363 IAFF who dies because of a line-of-duty death due to disease, illness, or injury shall receive all of their unused accumulated sick leave up to one hundred and sixty (160) days payable to their estate.

F. Payment for Unused Accumulated Sick Leave

If payment is to be made for unused accumulated sick leave, either upon retirement of a Fire Fighter, or to the Fire Fighter's estate at the time of death, it will be paid at the current rate of one-fifty (1/5) of the employee's weekly salary.

G: Parental and Family Leave; Uniform and Civilian Employees and Maternity Leave

To the extent it may be applicable the employer agrees to comply with governing state and federal parental and family medical leave legislation including the Family Medical Leave Act of 1993, Pub. No. 103-03 Section 405(b)(2), 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, RIGL 28-48-1, et seq.

Upon the election of an employee who takes parental leave, accumulated sick leave, up to one-hundred twenty (120) day limit, shall be paid to that employee during the period of leave.

An eligible employee who elects to take parental leave shall notify the Chief of the Fire Department or his designee thirty (30) days in advance of the commencement of said leave, unless prevented by medical emergency from giving that notice.

In addition to the foregoing, a female employee shall be granted an additional leave of absence, without pay, not to exceed six (6) months, or the use of her accumulated sick leave, for a medical condition causally related to pregnancy or child birth; provided however, that such condition disables said employee from performing her regular duties as a firefighter; and provided further, however, that said employee's attending physician provide written certification of said disability to the Chief of the Fire Department.

A pregnant employee may also request that the Chief of the Department grant her a temporary transfer to a non-line firefighting or rescue position. These positions include, but are not limited to, fire alarm dispatcher, fire prevention or training. The Chief of the Department shall grant this temporary transfer.

Further, Depending on the temporary assignment, the member at her discretion may then work a 5 (five) day schedule and be allowed to accrue comp days at a rate of 1 day per week. Following the (2) two days of special leave provided for in section 16.2

of the CBA for the birth of a child, said comp time shall be used before any other form of leave as provided for in the CBA

Section 16.1 – Bereavement Leave

1. In the case of the death of a father, mother, wife, son, daughter, mother-in-law, father-in-law, brother, sister, stepson, stepdaughter, stepmother, stepfather, stepbrother, or stepsister, of any employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed five (5) days, except in cases where unusual travel distance exists such period shall be extended for a maximum of three (3) days, and provided further that in the cases of employees of the Jewish faith, said leave shall be for the actual period of mourning observed but not to exceed seven (7) days from the day of burial. Employees who are on vacation during the time they are allowed to be on leave under this section, shall be allowed to re-select their vacation at another time as long as there are less than six (6) employees on vacation.

2. In case of the death of a grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, great-grandson, great-granddaughter, daughter-in-law, son-in-law, sister-in-law or brother-in-law of an employee, such employee shall be entitled to a leave of absence with pay covering the day before the funeral and the day of the funeral.

3. In case of the death of a nephew, niece, uncle or aunt of an employee, such employee shall be entitled to a leave of absence with pay for the one (1) day of the funeral, either day or night tour of duty.

4. In case of the death of a relative other than those provided for in paragraphs 1, 2, and 3, such leave of absence with pay shall be for not more than one (1) day, to permit attendance at the funeral of said person.

5. Paragraph 4 will only apply to day shift personnel unless there is a late afternoon funeral. All others would be required to report for their regular tour of duty.

Section 16.2 – Special Leave

REASON	AMOUNT	COVERED INDIVIDUALS
Baptism	either 1 day or night	Son, daughter, godchild, employee
First Communion	either 1 day or night	Son, daughter, employee
Confirmation	either 1 day or night	Son, daughter, employee
Bar Mitzvah	either 1 day or night	Son, employee
Bas Mitzvah	either 1 day or night	Daughter, employee
Birth of Child	2 days	Employee
Wedding	3 working days	Employee
Wedding	1 day	Son, daughter, brother, sister, father, mother, brother-in-law, sister-in-law
High School or College Graduation	1 day	Son, daughter, employee, wife

Requests for the above-mentioned leave must be received four (4) working days prior to the date of the event. This special leave only applies when an employee is scheduled to work on the day of the ceremony.

Section 16.3 - Sick Leave - Civilian Employees

Each full-time civilian employee shall be able to accumulate up to one and two-thirds (1-2/3) working days for each completed calendar month of service totaling twenty (20) working days per year accumulative to one hundred sixty (160) days.

Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee to disciplinary action and/or the requirement to make restitution. If grounds exists to suspect a misuse of sick leave, the City has

the right to investigate the employee, including sending a representative to the employee's residence.

Members with over ten (10) years of service with the City shall be granted up to an additional ninety (90) working days if the sickness is of such a nature as to require a prolonged period of treatment and recuperation.

Section 16.4 - Good Attendance (Effective January 1, 1997)

All employees who use four (4) days or less of sick leave including family illness in any calendar year shall receive two (2) days of pay for each year of good attendance accumulated until retirement; which will be paid at one-fifth (1/5) the weekly rate of pay effective for their rank at the time of their retirement (Effective January 1, 1997).

Effective July 1, 2016 Good Attendance shall no longer be accrued by any member. Any member who has received days of pay for each year of good attendance prior to July 1, 2016, shall remain with said member until retirement; which will be paid at one-fifth (1/5) the weekly rate of pay effective for their rank at the time of their retirement.

Section 17 - Injuries And Illness

A. A member of the Department who is injured shall report his injury to the Department either individually or through a representative as soon as practicable, but in no event more than ten (10) calendar days from the date of injury. Failure to submit said report may be a bar to receiving the benefits herein.

All injuries, regardless how minor, shall be reported to the officer in charge as soon as practicable and entered on the Day Sheet. If possible, injury reports should be made out the same day.

B. Medical Care for Injuries or Illness in Line of Duty

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

Those members injured or who contract illness in the line of duty whose condition requires admittance to a hospital, shall have the right to select a hospital 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 condition prevents him from making his choice, the choice shall be made by his nearest relative who may be available at the time.

In other cases, which do not require hospitalization, the employee shall have the right to a specialist of his own for initial treatment at the hospital and for subsequent treatment at the selected physician's office.

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 in a specialist.

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

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

When an employee has suffered a previous injury and an occasion arises when that injury recurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the City's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death or from other circumstances, an 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;

In any case involving injuries, illnesses or recurrences thereof alleged to be connected to the performance of a member's duty, the City may require the member to submit to a physical examination, or re-examination, at the City's expense, by a City-designated physician. In the event of a dispute between the member's and the city's designated physicians regarding the member's occupational injury or illness, the member will be examined by a third **(NEUTRAL)** physician at the city's expense. This neutral physician shall specialize in the particular area of said member's injury or illness. This neutral physician shall be selected by the member's primary care physician and the city's physician. In the event the member's physician and the city's physician are unable to agree on a neutral physician, an application shall be made to the Executive Director of the RI Medical Association who shall then select a physician in the specialized area of the said member's injury or illness. The decision of the neutral third party physician shall be final and binding.

C. A member who is absent from duty for an incapacity resulting from an injury or illness sustained in the line of duty shall be prohibited from engaging in any outside

employment during the period in which such incapacity exists which is incompatible with the illness or injury or will impede the member's recovery.

Section 18 - Rules And Regulations

Local 1363 shall be permitted to make suggestions regarding departmental rules and regulations and health and safety. Said suggestions shall be submitted in writing to the Chief of the Department and a copy thereof transmitted to the Mayor. Such suggestions for rules and regulations and health and safety will be given due consideration and adopted if deemed advisable by the Chief of the Department and the Mayor.

Section 19 - Salaries And Longevity

A. Salaries for all members of the Fire Department covered by this Agreement shall be as set forth in Appendix A hereto, which is incorporated herein by reference, which shall include the following increases:

July 1, 2016	Zero (0%) percent
July 1, 2017	Three (3%) percent
July 1, 2018	Three (3%) percent

B. Longevity Supplement

In addition to the above salaries, there shall be paid a longevity supplement which shall be considered part of the employee's salary for holiday purposes of this Agreement. This supplement shall be computed on the basis of the employee's salary and holiday pay for the each contract year and shall be paid as soon after July 1 as is practicable. This payment shall be:

EFFECTIVE June 30, 2007

Service as of June 30	of each year
Percentage Annual Salary	
9.25%	4 to less than 7 years
10.25%	7 to less than 12 years

11.25%	12 to less than 17 years
12.25%	17 years or over

EFFECTIVE June 30, 2009

Service as of June 30 Percentage Annual Salary	of each year
10%	4 to less than 7 years
11%	7 to less than 12 years
12%	12 to less than 17 years
13%	17 years or over

Commencing July 1, 1978 payment of longevity will be in accordance with the above schedule and will be added to the employee's annual salary and holiday pay so as to be included in his annual salary for retirement pension purposes only. The foregoing shall apply to those employees retiring on and after July 1, 1978.

An employee who receives a longevity supplement who retires or dies prior to the end of a contract year, June 30, shall receive a longevity supplement based on the salary and holiday pay earned prior to the employee's retirement or death for that contract year computed on the employee's rank, length of service in the Department, and date of retirement or death.

Section 19.5 - Salaries And Longevity Civilian Employees

A. Salaries for all civilian employees of the Fire Department covered by this Agreement shall be as set forth in Appendix A hereto, which is incorporated herein by reference.

B. In addition to the above salaries, there shall be paid a longevity supplement based on each employee's annual salary exclusive of overtime.

This supplement shall be paid as soon after each July 1 as is practicable. This payment shall be:

EFFECTIVE JUNE 30, 2007

Service as of June 30 Percentage Annual Salary	of each year

7.25%	4 to less than 7 years
8.25%	7 to less than 12 years
9.25%	12 to less than 17 years
10.25%	17 years or over

EFFECTIVE June 30, 2009

Service as of June 30 Percentage Annual Salary	of each year
8%	4 to less than 7 years
9%	7 to less than 12 years
10%	12 to less than 17 years
11%	17 years or over

An employee who receives a Longevity supplement who retires or dies prior to the end of the contract year, June 30, shall receive a longevity supplement (Bonus) based on the salary earned prior to the employee's retirement or death prorated for that contract year computed on the employee's position, length of service in the Department and date of retirement or death.

Section 20 - Time Off While Performing Union Duties

The City will pay properly designated Union representative(s) at the straight-time rate of pay for scheduled work hours lost in attendance at meetings with the City pertinent to collective bargaining, grievance adjustment, or representing an employee at any step of the grievance procedure and arbitration, however no more than three (3) officers or executive board members shall be permitted time off to attend the same meeting. In no event will the City compensate a Union representative for work hours lost in preparation for collective bargaining agreement negotiations, grievance arbitration, unfair labor practice hearings or any contested adversary proceeding between the City and Union. The union will inform the City, in writing, of the names of its representatives.

All officers, executive board members and members of the health and safety committee of Local 1363 shall be eligible for time off with pay for attending any educational seminars of the

International Association of Fire Fighters; the following conferences and seminars of the International Association of Firefighters; the Redmond Health & Safety Symposium, the Emergency Medical Services Conference, the RI State Association of Firefighters Health and Safety Seminar. However, that no more than three (3) of said Officers and Executive Board Members shall be permitted time off with pay for attending the same seminars mentioned above. All members of Local 1363 IAFF will be allowed to substitute without making up time while attending other Local 1363 business or if the maximum of three (3) Officers or Executive Board Members are already on Union business in accordance with this section.

Section 21 - Medical Insurance, Dental Insurance, Life Insurance and Burial Expenses

A. Blue Cross/Blue Shield

1. Effective July 1, 2001:

The City shall pay the full cost of the following medical health insurance benefits, family or individual coverage as the case may be for all employees: Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services.

2. Effective July 1, 2001:

The City shall pay the full cost of the following medical insurance benefits, family or individual coverage as the case may be for all employees for the Chiropractic Care Rider at the rate of twelve (12) visits per year.

3. Effective July 1, 2001:

The City shall pay the full cost of the following medical insurance benefits or individual coverage as the case may be for all employees for the prescription drug

program with an employee co-payment for this rider of five ($5.00) dollars for generic drugs and ten ($10.00) dollars for brand name drugs.

4. Effective July 1, 2001:

Members who choose to be enrolled in the blue Cross/Blue Shield Classic Plan 696 either family or individual coverage shall pay one hundred (100%) percent of the total cost differential between the Classic Plan 696 and the Healthmate Coast to Coast Plan.

5. Effective July 1, 2001:

All employees hired after the above date shall only have the option to select under the Blue Cross/Blue Shield Program, the Healthmate Coast to Coast Plan that includes Blue Cross PPO riders for student coverage to age 25, vision care, out-patient services, inpatient services, emergency services, and mental health and substance abuse care services.

6. Coverage will commence on the 1st day of the training academy.

7. Health Care Co-Share – Each member shall pay, by payroll deduction, a pretax amount of twenty-three dollars and fifteen cents ($23.07) per week for a total amount of twelve hundred dollars ($1200.00) per year for an individual plan and forty-six dollars and seven cents ($46.15) per week for a total amount of twenty-four hundred (2400.00) per year for a family plan.

Effective July 1, 2016, said amount shall be increased to twenty-five dollars and ninety-seven cents ($25.97) per week for a total amount of one thousand and three hundred and fifty ($1350.00) dollars per year for individual plan and fifty one dollars and ninety-three cents ($51.93) per week for a total amount of twenty-seven hundred ($2700.00) for a family plan.

Effective July 1, 2017, said amount shall be increased to twenty-six dollars and ninety-three cents ($26.93) per week for a total amount of one thousand and four hundred ($1400.00) dollars per year for individual plan and fifty-three dollars and eighty-five cents ($53.85) per week for a total amount of twenty eight hundred ($2800.00) dollars per year for a family plan.

Effective July 1, 2018, said amount shall be increased to twenty eight dollars and eighty five cents ($28.85) per week for a total amount of one thousand and five hundred ($1500.00) dollars per year for individual plan and fifty seven dollars and seventy cents ($57.70) per week for a total amount of three thousand ($3000.00) dollars for a family plan.

8. Effective July 1, 2016 the following on-site co-pays shall apply:

a) Office visits and Urgent care or "Urgi-care" facilities - Ten ($10.00) dollars

b) Emergency Room visits - $100.00

In the event that an Urgicenter or Urgent care facility is not open and a member seeks treatment at an Emergency Room, those covered under the member's health care plan will be reimbursed the Emergency Room Co-payment of one hundred ($100.00) dollars less the Urgent Care co-pay amount. In the event a member is hospitalized after being evaluated in the Emergency Room, those covered under the member's Health care plan will be reimbursed the Emergency Room Co-payment of one hundred ($100.00) dollars.

B. United Health

1. Effective July 1, 2001:

The City shall pay the full cost of the following medical health insurance benefits family or individual coverage as the case may be for all employees. United Health Plan 28081 with all riders.

2. Coverage will commence on the 1st day of the training academy.

3. Health Care Co-Share – Each member shall pay, by payroll deduction, a pretax amount of twenty-three dollars and fifteen cents ($23.07) per week for a total amount of twelve hundred dollars ($1200.00) per year for an individual plan and the amount of forty-six dollars and seven cents ($46.15) per week for a total amount of twenty- four hundred dollars ($2400.00) per year for a family plan.

Effective July 1, 2016, said amount shall be increased to twenty-five dollars and ninety-seven cents ($25.97) per week for a total amount of one thousand and three hundred and fifty ($1350.00) dollars per year for individual plan and fifty one dollars and ninety-three cents ($51.93) per week for a total amount of twenty-seven hundred ($2700.00) for a family plan.

Effective July 1, 2017, said amount shall be increased to twenty-six dollars and ninety-three cents ($26.93) per week for a total amount of one thousand and four hundred ($1400.00) dollars per year for individual plan and fifty-three dollars and eighty-five cents ($53.85) per week for a total amount of twenty eight hundred ($2800.00) dollars per year for a family plan.

Effective July 1, 2018, said amount shall be increased to twenty eight dollars and eighty five cents ($28.85) per week for a total amount of one thousand and five hundred ($1500.00) dollars per year for individual plan and fifty seven dollars and seventy cents ($57.70) per week for a total amount of three thousand ($3000.00) dollars for a family plan.

4. Effective July 1, 2016 the following on-site co-pays shall apply:

a) Office visits and Urgent care or "Urgi-care" facilities - Ten ($10.00) dollars

b) Emergency Room visits - $100.00

In the event that an Urgicenter or Urgent care facility is not open and a member seeks treatment at an Emergency Room, those covered under the member's health care plan will be reimbursed the Emergency Room Co-payment of one hundred ($100.00) dollars less the Urgent Care co-pay amount. In the event a member is hospitalized after being evaluated in the Emergency Room, those covered under the member's Health care plan will be reimbursed the Emergency Room Co-payment of one hundred ($100.00) dollars.

C. Line of Duty Death:

The City agrees to assume and pay the full cost to the family of any employee killed in the line of duty the medical health insurance in effect at the time of the employee's death Benefits will remain in effect until the widow remarries or dies and until the dependent child or children reach the age of twenty-one (21). The student coverage rider shall also remain in effect.

D. Non-Line of Duty Death:

Any employee who dies for any reason and had over ten (10) years of service, including their year of probation on the Department, the City agrees to assume and pay the full cost to the family the medical insurance in effect at the time of the employee's death until the employee's normal retirement date.

E. An employee who elects not to take the City's health or dental coverage who has a change in circumstances (loss of spouse's job, etc.) shall be reinstated into the City's medical health and dental insurance plans upon formal written request to the Personnel Department without incurring a break in coverage.

F. Retired Benefits:

1. All firefighters who retire after November 1, 1980, after twenty (20) years or more of service with the Fire Department will receive at no cost medical

health insurance. The medical health insurance provided for will be the same Blue Cross/Blue Shield Classic Plan provided for in the 1978-1979 Agreement between the Union and the City but shall not include the prescription drug rider or the United Health Plan with riders. This medical health insurance will remain in effect until such time as the retired firefighter secures employment elsewhere with equivalent medical health insurance or until he/she is eligible for Medicare or other federally subsidized programs. Additionally if a retired firefighter receives such equivalent medical health insurance held by a spouse, the City of Cranston shall not be required to provide said medical health insurance for the retired firefighter.

2. Effective July 1, 2001:

All firefighters who have retired after twenty (20) years or more of service with the Fire Department shall have the option to switch their fully-paid medical health insurance from the Blue Cross/Blue Shield Classic Plan 696 as provided for in the 1978-1979 Agreement between the Union and the City or the United Health Plan with riders to the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services and mental health and substance abuse care services.

3. Effective July 1, 2001:

All firefighters who shall retire after the above-cited date with twenty (20) years or more of service with the Fire Department will receive, at no cost, medical health insurance for individual and family coverage. This medical health insurance provided for will be the Blue Cross/Blue Shield Healthmate

Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services or United Health Plan.

4. Effective July 1, 2001:

   All firefighters who shall retire after the above-cited date with (20) years or more of service with the Fire Department shall have the option to retain the Blue Cross/Blue Shield Classic Plan 696 (as shown in Appendix) either family or individual coverage as the case may be. The retired firefighter selecting this option shall pay one hundred (100%) percent of the total cost differential between Classic Plan 696 and the Healthmate Coast to Coast Plan.

5. Effective July 1, 2001:

   All firefighters hired after the above date shall only have the option to retire with either family or individual coverage, as the case may be, at no cost to the retired firefighter, the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services or United Health Plan.

6. All firefighters who are retired because of a job-connected incapacity and who have served less than twenty (20) years of service, but more than five (5) years of service including their year of probation on the Fire Department shall be entitled to receive, at no cost, the Blue Cross/Blue Shield Classic Plan 696 with individual coverage as provided for in the 1978-1979 Agreement between

the Union and the City, but shall not include the prescription drug rider or the United Health Plan with riders.

7. Effective July 1, 2001:

All firefighters who are presently retired because of a job-connected incapacity and who have served less than twenty (20) years but more than five (5) years of service including their year of probation on the Fire Department shall receive individual coverage at no cost and have the option to switch from the Blue Cross/Blue Shield Classic Plan and United Health Plan with riders to the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services.

8. Effective July 1, 2001:

All firefighters who will retire because of a job-connected incapacity and who have served less than twenty (20) years but more than five (5) years of service including their year of probation on the Fire Department shall receive individual coverage at no cost the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services, and mental health and substance abuse care services or United Health Plan with rider.

9. Effective July 1, 2001:

All firefighters who will retire because of a job-connected incapacity and who served less than twenty (20) years but more than five (5) years service on the Fire Department including their year of probation on the Fire Department shall

receive individual coverage and shall have the option to remain in the Blue Cross/Blue Shield Classic Plan with the then-retired firefighter paying the one hundred (100%) percent of the total cost differential between the Classic Plan and the Healthmate Coast to Coast Plan.

10. Effective July 1, 2001:

All firefighters hired after the above date who will retire because of a job-connected incapacity and who will serve less than twenty (20) years but more than five (5) years of service on the Fire Department shall only have the option to receive individual coverage at no cost for the Blue Cross/Blue Shield Healthmate Coast to Coast that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services and the United Health Plan with riders.

11. All firefighters who are retired because of a job-connected incapacity and have served less than twenty (20) years but more than ten (10) years including their year of probation shall receive individual coverage at no cost for the Blue Cross/Blue Shield Classic Plan or United Health Plan. These retired fire fighters shall be allowed at their discretion to purchase family coverage for the Blue Cross/Blue Shield Classic Plan or United Health Plan with riders provided for by the City. When those firefighters reach their twenty years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide the full medical health insurance programs of Blue Cross/Blue Shield Classic Plan and United Health Plan with riders.

12. All firefighters who are retired because of a job-connected incapacity and have served less than twenty (20) years but more than ten (10) years including their year of probation shall receive individual coverage at no cost and shall have the option to switch from

Blue Cross/Blue Shield Classic Plan or United Health Plan with riders to Blue Cross/ Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services. These retired firefighters shall be allowed at their discretion to purchase family coverage for Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services. When these retirees reach their twenty (20) years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide family coverage for the full medical health insurance programs of Blue Cross/Blue Shield Healthmate Coast to Coast Plan.

13. Effective January 1, 2000, but with benefits to begin July 1, 2001, all firefighters who will retire because of a job-connected incapacity and have served less than twenty (20) years but more than ten (10) years of service on the Fire Department including their year of probation shall receive individual or family coverage, as the case may be, and shall have the option to remain in the Blue Cross/Blue Shield Classic Plan with the retired firefighter paying one hundred (100%) percent of the total cost differential between the Classic Plan and the Healthmate Coast to Coast Plan and United Health Care Plan. These retired firefighters shall also be allowed at their discretion to purchase family coverage for the Blue Cross/Blue Shield Classic Plan with the retired firefighter paying one hundred (100%) percent of the total cost differential between the Classic Plan and the Healthmate Coast to Coast Plan and the United Health Care Plan. When these retirees reach twenty (20) years that

they would have been eligible to retire from the Fire Department, the City shall be obligated to provide full medical health insurance programs of the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services and mental health and substance abuse care services. Retirees who meet the twenty (20) year eligibility requirement and select the Blue Cross/Blue Shield Plan for family medical coverage shall pay one hundred (100%) percent of the total cost differential between the Classic Plan and the Blue Cross/Blue Shield Healthmate Coast to Coast Plan or the United Health Care Plan.

14. All firefighters hired after the above date who will retire because of a job-connected incapacity and who will serve less than twenty (20) years but more than ten (10) years of service including their year of probation on the Fire Department shall only have the option to receive individual or family coverage as the case may be under the Blue Cross/Blue Shield Healthmate Coast to Coast Plan that includes Blue Cross PPO Network and contains riders for student coverage to age 25, vision care, outpatient services, inpatient services, emergency services and mental health and substance abuse care services or United Health Care Plan with riders. When these retirees reach their twenty years that they would have been eligible to retire from the Fire Department, the City shall be obligated to provide individual or family coverage for the full medical health insurance programs of the Blue Cross/ Blue Shield Healthmate Coast to Coast Plan or the United Health Care Plan.

15. Effective July 1, 2001:

All retirees shall at their option receive Blue Cross/Blue Shield Chiropractic and the five ($5.00) dollars generic and the ten ($10.00) dollars brand name prescription drug riders for individual or family coverage with the City assuming the cost based on the July 1, 2001, rate charged by Blue Cross/ Blue Shield. Any rate increase of these riders in subsequent years shall be borne solely by the retirees with no additional cost to the City.

16. Effective July 1, 2001: All retirees at their option shall be able to purchase through the city at no cost to the City, Blue Cross/Blue Shield Plan 65 with Regulation 46 with major medical along with Medicare Part B for individual or family coverage.

17. If a Fire Fighter receives such insurance under a policy held by a spouse, the City of Cranston shall not be required to purchase said insurance for the retired Fire Fighter.

18. Any member who retires with an occupational injury or illness that dies from said injury or illness 3 years from his/her retirement date shall be afforded the benefits under Sections 21 (C) and 21.2(3) and a payment of ($50,000) fifty thousand dollars shall be paid by the city to the designated beneficiary.

19. Other Post Employment Benefits

Effective July 1, 2013 all members shall pay a sum of eleven dollars and fifty-three ($11.53) cents bi-weekly for a total of three hundred ($300.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward p o s t retirement benefits.

Effective July 1, 2016 all members shall pay a sum of thirteen dollars and forty-seven ($13.47) cents bi-weekly for a total of three hundred and fifty

($350.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.

Effective July 1, 2017 all members shall pay a sum of fifteen dollars and thirty-nine ($15.39) cents bi-weekly for a total of four hundred ($400.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.

Effective July 1, 2018 all members shall pay a sum of seventeen dollars and thirty-one ($17.31) cents bi-weekly for a total of four hundred and fifty ($450.00) dollars per year toward their OPEB (Other Post Employment Benefits). The City agrees that they will place these monies in a restricted account toward post retirement benefits.

20. Health Care Co-pay in retirement

Any member retiring after July 1, 2013 shall pay the sum of twenthy-five ($25.00) dollars per month for a total of three hundred ($300.00) dollars per year toward their healthcare benefit. The co-pay in retirement shall cease if the City discontinues the retirees healthcare for any reason.

21. Effective July 1, 2016 All retired employees who have become eligible for Medicare by reason of age, shall be allowed to purchase for their spouse, at no cost to the City including administrative costs, and at the retired member's expense, the active members' Blue Cross/Blue Shield or United Individual healthcare plan, or any healthcare plan agreed to by the parties at the City's rate, until such time as the spouse is eligible for Medicare by reason of age.

Section 21.1- Health Savings Account (HSA)

A. Family HSA

1. Effective January 1, 2014, the City shall contribute 55.8% of the deductible ($2232) on behalf of member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to $1768 per year for the family medical coverage. The employee may elect not to pay his share of the contribution toward the deductible. Once the City's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the City assumes any and all additional healthcare costs incurred consistent with the health plan offered in Section 21 above. This includes but is not limited to office visits, emergency room fees, prescription deductibles, etc. Once the deductible is met, the City offers 100% co-insurance.

B. Individual HSA

1. Effective January 1, 2014, the City shall contribute 55.8% of the deductible ($1116) on behalf of the member to member's private HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis, up to $884 per year for the individual medical coverage. The employee may elect not to pay his share of the contribution toward the deductible. Once the City's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the City assumes any and all additional healthcare costs incurred consistent with the health plan offered in Section 21. This includes but is not limited to office visits, emergency room fees, prescription deductibles, etc. Once the deductible is met, the City offers 100% co-insurance.

Section 21.2– Dental Insurance

1. The City shall provide at no cost to the employee individual and family coverage for Delta Dental Level I, Level II—Major Restorative, Level III—Periodontics, and Level IV—Prosthodontics.

   This coverage will begin on the first day of the members training academy.

   Effective July 1, 2016 all members enrolled in an individual plan shall pay the sum of two dollars ($2.00) bi-weekly for a total of fifty two dollars ($52.00) and any member who is enrolled in a family plan shall pay the sum of five dollars ($5.00) bi-weekly for a total of one hundred and thirty ($130.00) dollars per year toward their Dental Insurance.

2. The maximum dollar ($) amount on Levels I, II, III, and IV shall be Effective January 1, 2015 the dollar amount shall increase to two thousand and five hundred ($2500.00) dollars per level.

   Effective July 1, 2018 the dollar amount shall increase to three thousand ($3000.00) dollars per level.

3. The City shall provide and pay at no cost to the family of any employee killed in the line of duty the dental insurance in effect at the time of the employee's death.

   Benefits will remain in effect until the widow remarries or dies and also until the dependent child or children reach the age of twenty-one (21). The student coverage rider shall also remain in effect.

4. The City shall provide and pay at no cost to the family of any employee killed for any reason with over ten (10) years or more of service on the Fire

Department the dental insurance in effect at the time of the employee's death until the employee's normal retirement date.

5. Effective July 1, 2001:

All retired employees shall be allowed to purchase at the retired employee's expense the active members' dental plan at the rate paid for by the City for said plan for any and all Levels I through IV of Delta Dental for both individual and family coverage.

Section 21.3– Life Insurance

(a) All employees covered by this Agreement shall be entitled to receive fully-paid life insurance in the amount of one hundred twenty five thousand ($125,000) dollars with a beneficiary or beneficiaries to be designated by the employee. Up on retirement, the City will continue to pay for the full cost of life insurance in the amount of ($25,000.00) twenty five thousand dollars.

(b) All civilian employees covered by this agreement shall be entitled to receive fully paid life insurance in the amount of seventy-five thousand ($75,000.00) dollars with a beneficiary or beneficiaries to be designated by the civilian employee.

(c) Effective July 1, 2002, All retired members (fire fighters and civilians) shall be allowed to increase their life insurance at the time of their retirement and at the member's expense, an additional $25,000.00 to $125,000.00 in life insurance at the following rates;

Age	Lives	Volume	Rate per 1,000	Monthly Premium	Annual Premium
<25	TBD	TBD	**0.084**	TBD	TBD
25-29	TBD	TBD	**0.077**	TBD	TBD
30-34	TBD	TBD	**0.083**	TBD	TBD
35-39	TBD	TBD	**0.117**	TBD	TBD
40-44	TBD	TBD	**0.173**	TBD	TBD

Age	Lives	Volume	Rate per 1,000	Monthly Premium	Annual Premium
45-49	TBD	TBD	**0.28**	TBD	TBD
50-54	TBD	TBD	**0.478**	TBD	TBD
55-59	TBD	TBD	**0.793**	TBD	TBD
60-64	TBD	TBD	**1.263**	TBD	TBD
65-69	TBD	TBD	**1.933**	TBD	TBD
70-74	TBD	TBD	**3.193**	TBD	TBD
75+	TBD	TBD	**5.323**	TBD	TBD
Total	**TBD**	**TBD**		**TBD**	**TBD**

(d) Any member who dies in the line of duty shall receive twice (2x) the amount of life insurance in effect at the time of the member's death.

Section 21. 4– Burial Insurance

The City agrees to assume and pay for the funeral expenses for any employee killed in the line of duty; such payment, however, shall not exceed ten thousand ($10,000.00) dollars.

Effective July 1, 2016 the dollar amount shall shall not exceed twenty thousand ($20,000.00) dollars

Section 22 - Grievance Procedure

A. Definition; Exemption; Exclusivity. A grievance is a dispute between the employee or the Union and the Employer which involves the application, meaning or interpretation of the provisions of this Agreement, provided however, that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. 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) or discharge may be subject to the grievance procedure herein set forth. In addition, Local 1363 shall have the right to bring a grievance on behalf of any employee or on its own behalf.

In any disciplinary case, the employee shall make a written election to invoke the procedures of the Department's Rules and Regulations or the grievance and arbitration provisions of this Agreement. This election shall expressly waive any right to proceed other than in the manner the employee has elected. The procedures set forth in this section shall comprise the sole and exclusive dispute resolution process for a grievance.

B. Procedural Steps

Step1. Not later than thirty (30) days, excluding weekends and holidays, after the event giving rise to the grievance, the employee or the Union must submit a grievance in writing to the Chief of the Department. The Chief of the Department or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of the Department or his designee not respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the employee or the Union to the City's Personnel Director, within five (5) days thereafter excluding weekends and holidays. The Personnel Director shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after the receipt of the grievance. Should the personnel Director fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied.

Step 3. If the grievance is not settled at Step 2, it shall be represented in writing by the employee or the Union to the Mayor within five (5) days thereafter, excluding

weekends and holidays. The Mayor shall give his written answer to the grievance within ten (10) days, excluding weekends and holidays, after receipt of the grievance. Should the Mayor fail to respond within the time period set forth herein, it shall be presumed that the grievance has been denied and it may be processed to arbitration in accordance with Section 23.

All time limits may be extended by mutual agreement in writing.

Section 23 – Arbitration

If agreement cannot be reached via the method set forth in Section 22, Local 1363 shall request arbitration of the grievance in writing to the Chief of the Department not later than ten (10) days from and after the last decision under Section 22 above.

Local 1363 and the City shall attempt to select an arbitrator within ten (10) days of the request for arbitration and if unsuccessful Local 1363 shall file a demand for arbitration with the American Arbitration Association. The selection of the arbitrator and the conduct of the proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. If both parties agree, a panel of three arbitrators shall hear a grievance, one arbitrator being decided upon by each of the parties, and the third, and chairperson, either being elected by the parties or assigned administratively by the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties hereto except that the arbitrator shall not have the power to add to or subtract from the terms and conditions of this Agreement.

The arbitrator shall have no authority or power to add to or detract from, alter, amend or modify any provision of this Agreement.

Costs and expenses of the arbitrator shall be shared equally by the parties. Nothing contained herein shall prohibit or prevent the arbitrator from fashioning any remedy which he deems appropriate.

Section 24 - Pensions

A. City of Cranston Fire Fighter's Pension (Effective June 20, 1997)

1. The pension contributed to and received for all employees hired prior to July 1, 1995, shall be paid from the City of Cranston Fire Fighter's pension. All employees will accrue two and one-half (2½%) percent per credited year of service. A credited year of service in this plan will be in any year of service with over six (6) months completed. Upon the completion of twenty (20) credited years of service an employee may retire with a pension payment of fifty (50%) percent of the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of the employee's retirement. Upon reaching the age of fifty five (55) years, this pension payment will automatically increase by five (5%) percent to a fifty-five (55%) percent pension payment. This increase would apply both to active duty employees when they retire and employees who are retired. This increased pension payment for active employees when they retired would also be based on the employee's weekly salary, longevity payment, and holiday pay with the inclusion of longevity at the time of the employee's retirement. This increased pension payment for retired employees would be based on an active employee's salary, longevity pay, holidays with the inclusion of longevity and additional escalation of the pension payment.

2. All employees will be able to accrue an additional two (2%) percent per year in pension payments to a maximum of twenty (20%) percent for a maximum of thirty (30) credited years of service. These additional pension payments will be added to the fifty (50%) percent pension payment after the completion of twenty (20) credited years of service to a maximum of seventy (70%) percent pension payment. These additional accrued increases in pension payments will be based on an employee's

weekly salary longevity pay, and holidays with the inclusion of longevity. Upon reaching the age of fifty-five (55) years, this pension payment will automatically increase by five (5%) percent to a pension payment based on between twenty-one (21) and thirty (30) credited years of service for a pension payment between fifty-seven (57%) percent and seventy-five (75%) percent.

3. All retired employees' pension payments will automatically escalate by three (3%) percent compounded on July 1 of each year, subject to that certain settlement agreement entered on or about December 13, 2013 in PC 2012-3590. The parties agree that the obligations set forth in said settlement agreement are incorporated herein as if more fully set forth, and the said obligations are thus contractual and not a mere recital.

4 Effective July 1, 2013 All active duty employees when retired shall have their pension payments adjusted, if necessary, to pension payments received by retired employees participating in the 2013 Pension Adjustment Agreement of similar rank or position and similar credited years of service at the time of their retirement.

5. Employees who become disabled because of an on-the-job-related injury or illness and are unable to perform all the duties a Fire Fighter shall be placed on disability pension. There shall be no age or years of service requirement. Their pension payment shall be sixty-six and two-thirds (66-2/3%) percent of weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of the employee's retirement. Their employee's pension payment will be escalated by the same method as found in the above-listed Subsection 3 (Escalation) of this section. Cancer as listed in R.I.G.L. Chapter 19.1, "Cancer Benefits for Fire Fighters," shall be an occupational disability and the disability pension payment shall apply to all active employees, retired employees and widows of deceased employees.

6. Employees who are disabled because of a non-job related injury or illness and are unable to perform all the duties of a fire fighter before the completion of twenty (20) credited years of service shall receive a pension payment of fifty (50%) percent of their weekly salary, longevity pay, and holiday pay with the inclusion of longevity. These employees' pension payments will be escalated by the same method as found in the above-listed Subsection 2 (Reaching Age 55) and Subsection 3 (Escalation) of this section.

   Employees who are disabled because of a non-job related injury or illness after the completion of twenty (20) credit years of service shall receive a pension payment based upon the number of credited years of service and not to exceed seventy (70%) percent of their weekly salary, longevity pay, and holiday pay with the inclusion of longevity. These employees pension payment will be escalated by the same methods as found in the above-listed Subsection 2 (Reaching Age 55) and Subsection 3 (Escalation) of this section.

7. All employees who have completed over twenty (20) credited years of service as of July 1, 1995, can buy back the number of credited years of service over twenty (20) years credited to these employees on the above date up to a maximum of ten (10) years. For these employees, their credited number of years will be determined on the above-mentioned date. A credited year of service for these employees will be any year of service with over six (6) months completed. The buy back rate for all credited years will be five (5%) percent of their prior year or years contractual weekly salary rates in effect for that prior time and will also reflect the rank or position the employees held during those prior year or years. Each prior credited year of service bought back will increase the pension payment received at retirement by two (2%) percent up to a maximum of twenty (20%) percent for ten (10) years. These

additional bought-back years will be totaled with the fifty (50%) percent completion of twenty (20) credit years of service to determine the employee's pension payment at retirement not to exceed a maximum of seventy (70%) percent pension payment. These employees' pension payments will be escalated by the same methods as found in the above-listed Subsection 2 (Reaching Age 55) and Subsection 3 (Escalation) of this section.

8. All employees who have completed over twenty (20) credited years of service as of July 1, 1995, after the above-mentioned date can be paid for all credited years of service at the rate of one-thousand and two-hundred ($1,200.00) dollars per year at retirement not to exceed twelve-thousand ($12,000.00) dollars for all credited years of service over twenty (20) years to a maximum of thirty (30) credited years. A credited year of service will be any year over six (6) months completed. All employees who have completed over twenty (20) credit years of service as of July 1, 1995, shall have the option to either buy back their credited years of service or be paid for their credited years of service. These employees shall have the option to buy back all or a portion of their credited years of service or be paid for all or a portion of their credited years of service or receive a combination of both of the above methods for credited years of service.

   Under no circumstances shall the number of credited years bought back by the member, or paid to the member on retirement, exceed the total number of credited years of service a member has served over twenty (20) years as determined on July 1, 1995.

9. Employees who have or will have attained twenty (20) credited years of service between July 1, 1995, through June 30, 1996, who retire shall have the option to receive at the rate of Five Hundred ($500.00) dollars for each year of credited

service up to a maximum of thirty (30) credited years of service. These employees will retire under the present pension plan with no additional accrual of pension payments or benefits. This severance payment shall be paid at the time of the member's retirement. For these members, their credited years of service will be determined on the above-mentioned date. A credit year of service for these members will be any year of service with over six (6) months completed.

10. Employees who have completed over five (5) years of credited service as of July 1, 1995, shall receive at their completion of service retirement (at least twenty (20) credited years of service), placement on occupational disability retirement, placement on non-occupational retirement, or in case of death, their widow or children (up to age twenty-one (21) years) a payment of five hundred ($500.00) dollars per year for each credited year of service up to a maximum of twenty (20) years effective as of June 30, 1997, upon their retirement.

    For these members, their credited service will be determined on the above-mentioned date. A credited year of service for these members will be any year of service with over six (6) months completed.

11. Effective July 1, 1995, All employees who have served in the Armed Forces of the United States in an active duty capacity for a period of six months will be eligible to buy back up to four (4) years of military service at the rate of five (5%) percent of the weekly salary of six hundred and fifty-four dollars and forty cents ($654.40) for a purchase price per year of one thousand seven hundred and one dollars and forty-four cents ($1701.44) per year for prior active duty service. Any year served in the Armed Forces of the United States over six (6) months in length shall equal one (1) credited year. These purchased active duty service years can be applied to an employee's credited years of service for pension purposes but will not exceed a

pension payment based upon a maximum of thirty (30) credited years of service. Purchased active military service years shall be used for pension purposes only.

Effective July 1, 1995, All employees who have or will serve in the Armed Forces Reserves of the United States will be eligible to buy back up to four (4) years of military reserve service at the rate of five (5%) percent of the weekly salary of six hundred and fifty-four dollars and forty cents ($654.40) for a purchase price per year of one thousand seven hundred and one dollars and forty-four cents ($1,701.44) for reserve service. Four (4) years of service as a reservist in the Armed Forces of the United States will equal one (1) year of active military service. This purchased reserve duty service shall only be applied for pension purposes after the employee is eligible for the completion of service twenty (20) year pension. This restriction will not apply to any employee who retires because of a non-job related injury or illness. This purchased reserve duty service will not exceed a pension payment based upon a maximum of thirty (30) credited years of service. Purchased reserve military service shall be used for pension purposes only.

12. All other pension retirement benefits listed in the Collective Bargaining Agreement such as, but not limited to, medical insurance, widow benefits, occupational death benefits, non-occupational death benefits, etc., shall remain in effect.

13. The pension plan in effect at the present time based on city ordinance, contract language, and agreed-upon past practices concerning all aspects of the pension plan shall remain in effect until June 30, 1997. Any additional new benefits such as, but not limited to, Subsections 2, 3, 4, 5, 7 etc., shall be earned from July 1, 1995, onward but shall not be received in the form of additional pension payments or pension benefits until July 1, 1997.

14. Any increase in additional percentage of longevity pay and paid holidays after July 1, 2007 shall only be received in pension payments by employees who retire after July 1, 2007.

B. Optional State of Rhode Island Pension (Employees 5 or less years of service):

1. Employees with less than five (5) years of service effective July 1, 1995, will have the option of remaining in the City of Cranston Fire Fighters' Pension as listed in Subsection A of this section or transferring into the State of Rhode Island's "Optional Twenty (20) Year Retirement Service allowance," R.I.G.L. 4521.222 with the agreed-upon modifications and all other applicable statutes with agreed upon modifications that accompany this plan.

2. Any and all costs incurred with the transfer of these employees into the State of Rhode Island pension plan will be borne solely by the City of Cranston with no cost to the employees.

3. All years of service in the City of Cranston Fire Fighters' Pension Plan shall be transferred into the above-listed Subsection 1 State of Rhode Island pension plan R.I.G.L. 45-21.2-22 with modifications without any loss of credited years of service.

4. Employees enrolled in this pension plan will accrue two and one-half (2 1/2%) percent per credited year of service up to a maximum of seventy-five (75%) percent pension payment for thirty (30) credited years of service. A credited year of service will be any year of service with over six (6) months completed. This pension payment will be based on the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity, based on the employee's highest year of earnings with the above-mentioned payments.

5. All retired employees' pension payments will automatically escalate by three (3%) percent compounded each year on January 1 following the year of retirement continuing on an annual basis on that date.

6. Employees who become disabled because of an occupational Injury or illness and are unable to perform all the duties of a fire fighter shall be placed on an occupational disability pension. There shall be no age or years of service requirement. The pension payment shall be made in accordance with R.I.G.L. 45-21-2, "Accidental Disability Allowance" of sixty-six and two-thirds (66 2/3%) percent of an employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 5 of this section

7. Cancer shall be an occupational disability as defined under R.I.G.L. Chapter 19.1, "Cancer Benefits for Fire Fighters."

8. A heart condition, respiratory ailment, hypertension, or any condition derived from hypertension as listed in Section 24-5, "Presumption of Disability," of the Collective Bargaining Agreement between the parties shall be an occupational disability.

9. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. There will be no age or years of service requirement. The pension payment for employees under twenty (20) credited years of service shall be fifty (50%) percent payment provided between R.I.G.L. 4521.222, "Optional Twenty (20) Year Retirement Service Allowance" and the City of Cranston. The fifty (50%) percent pension payment shall be based on weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 5 of this section.

10. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. The pension payment for employees with over twenty (20) years of credited service shall be based on the number of credited years of service as provided for in R.I.G.L. 4521.222, "Optional Twenty (20) Year Retirement Service Allowance," up to a maximum of thirty (30) credited years of service not to exceed a payment of seventy-five (75%) percent of weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 5 of this section.

11. Employees who die in the line of duty from injury or illness, including cancer, heart condition, respiratory ailment, or hypertension, prior to retirement shall receive an accidental death benefit under R.I.G.L. 4521.211, "Accidental Death Benefits," with agreed upon modifications, including Subsections A and B with agreed upon modifications. There shall be no age or years of service requirement. The pension payment will be one-half (1/2) weekly salary, longevity pay, and holiday pay with the inclusion of longevity in effect at the time of death and will be escalated in the same method as listed in Subsection 5 of this section.

12. Employees who die outside of the line of duty with less than twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be thirty (30%) percent of the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 5 of this section. All other aspects affecting widows and children as listed in Subsection (6) of R.I.G.L. 45-21-12 will remain in effect unless the employee has

elected to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death While Employee on Inactive Status."

13. Employees who die outside of the line of duty with over twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be the same amount received for a deceased employee of same rank or position and same number of credited years of service in the City of Cranston Fire-Fighters' Pension. This pension payment will be provided for by the thirty (30%) percent as listed in Subsection (b) of R.I.G.L. 45-21.2-12, "Ordinary Death Benefit," and by the City of Cranston. This pension payment will be based on the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 5 of this section. All other aspects affecting widows and children will remain in effect as listed in Subsection (b) of 45-21.2-12, "Ordinary Death Benefits," will remain in effect unless the employee has elected to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death While Employee or Inactive Member Status."

14. Employees shall have the option to choose a death benefit to be received by their beneficiary as specifically listed in R.I.G.L. 45-21.2-6, "Service Retirement Allowance," Subsection C, "Option No. 1, Joint and Survivor Full," or Option No. 2, "Joint and Survivor Half."

Employees who do not choose any of the above-mentioned options under Subsection C shall receive "Service Retirement Allowance/Maximum Plan," as listed in R.I.G.L. 45-21.2-6, Subsection A, based on two and one-half (2-1/2%) percent, not two (2%) percent as listed in Subsection A. These employees' beneficiary shall also receive the

death benefits as provided for in R.I.G.L. 4521.213, "Benefit " on Death of Retired Member."

Employees with over ten (10) years of credited service shall have the option while employed to take the pension benefit as provided for in R.I.G.L. 45-21.2-22, "Optional Annuity Protection-Death while Employee or Inactive Member Status."

15. Employees who choose the State of Rhode Island Optional Twenty (20) Year Pension, R.I.G.L. 4521.222, with agreed-upon modifications and all other applicable statutes with agreed-upon modifications that accompany this plan shall receive, commencing July I, 1995, a City of Cranston individually-funded annuity at no cost to the employee based on three (3%) percent of a fire fighter contractual weekly salary with over three (3) years of service. The payments into the annuity will be adjusted based on the adjustments of the contractual salary of a fire fighter with over three (3) years of service. This annuity shall continue up to the completion of thirty (30) credited years of service. This annuity will be payable to the employee for whatever reasons (resignation, termination, retirement, etc.) when the employee leaves the Cranston Fire Department with no age or length of service requirement. This annuity will be payable upon the death of the member to the employee's widow, beneficiary, or estate with no age or length of service requirement.

16. Employees who select the State of Rhode Island Optional Twenty (20) Year Service Pension, R.I.G.L. 4521.222, with agreed-upon modifications shall be subject to all other applicable statutes with agreed-upon modifications under state law governing this modified pension plan such as, but not limited to, vesting, prior service credit, armed service credit, etc.

17. All other pension benefits such as, but not limited to, medical insurance, life insurance, etc., listed in the Collective Bargaining Agreement between the parties shall remain in effect.

18. Any increase in additional percentage of longevity pay and paid holidays after July 1, 2007 shall only be received in pension payments by employees who retire after July 1, 2007.

C. Optional State of Rhode Island Pension (Employees 5 or less years of service):

1. Employees hired after July 1, 1995, will be enrolled in the "State of Rhode Island Optional Twenty (20) Year Retirement Service Allowance," R.I.G.L. 45-21.2-22, with the agreed-upon modifications and all applicable statutes with agreed upon modifications that accompany this plan.

2. Employees enrolled in this pension plan will accrue two and one-half (2-1/2%) percent per credited year of service up to a maximum of seventy-five (75%) percent pension payment for thirty (30) credited years of service. A credited year of service will be any year of service with over six (6) months completed. This pension payment will be based on the employees weekly salary, longevity pay, and holiday pay with the inclusion of longevity, based on the employee's highest year of earnings with the above-mentioned payments.

3. All retired employees' pension payments will automatically escalate by three (3%) percent compounded each year on January 1 following the year of retirement continuing on an annual basis on that date.

4. Employees who become disabled because of an occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on an occupational disability pension. There shall be no age or years of service requirement. The pension payment shall be made in accordance with R.I.G.L.

45-21-22, "Accidental Disability Allowance," of sixty-six and two-thirds (66-2/3%) percent of an employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 3 of this section. Cancer shall be an occupational disability as defined under R.I.G.L. Chapter 19.1, "Cancer Benefits for Fire Fighters." Heart condition, respiratory ailment, hypertension, or any condition derived from hypertension as listed in Section 24-5, "Presumption of Disability, of the Collective Bargaining Agreement shall be an occupational disability.

5. Employees who become disabled because of a non-occupational injury illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. there will be no age or years of service requirement. The pension payment for employees under twenty (20) credited years of service shall be fifty (50%) percent payment provided between R.I.G.L. 45-21.2-22, "Optional Twenty (20) Year Retirement Service Allowance," and the City of Cranston. The fifty (50%) percent pension payment shall be based on weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 3 of this section.

6. Employees who become disabled because of a non-occupational injury or illness and are unable to perform all the duties of a fire fighter shall be placed on a non-occupational disability pension. The pension payment for employees with over twenty (20) years of credited service shall be based on the number of credited years of service as provided for in R.I.G.L. 45-21.2-22, "Optional Twenty (20) Year Retirement Service Allowance," up to a maximum of thirty (30) credited years of service not to exceed a payment of seventy-five (75%) percent of weekly salary,

longevity pay, and holiday pay with the inclusion of longevity at the time of retirement and will be escalated in the same method as listed in Subsection 3 of this section.

7. Employees who die in the line of duty from injury or illness, including cancer, heart condition, respiratory ailment, or hypertension, prior to retirement shall receive an accidental death benefit under R.I.G.L. 45-21.2-11, "Accidental Death Benefits," with agreed-upon modifications, including Subsections A and B with agreed-upon modifications. There shall be no age or years of service requirement. The pension payment will be one-half (1/2) weekly salary, longevity pay, and holiday pay with the inclusion of longevity in effect at the time of death and will be escalated in the same method as listed in Subsection 3 of this section.

8. Employees who die outside of the line of duty with less than twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be thirty (30%) percent of the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 3 of this section. All other aspects affecting widows and children as listed in Subsection (6) of R.I.G.L. 45-21-12, "Ordinary Death Benefits," will remain in effect unless the employee with over ten (10) years of credited years of service will have the option to elect to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death While Employee or Inactive Member Status."

9. Employees who die outside of the line of duty with over twenty (20) credited years of service shall receive a death benefit as provided for in R.I.G.L. 45-21.2-12, "Ordinary Death Benefits," Subsection (a). The pension payment will be the same amount received for a deceased employee of same rank or position and same number of credited years of service in the City of Cranston Fire Fighters' Pension.

This pension payment will be provided for by the thirty (30%) percent as listed in Subsection (b) of R.I.G.L. 45-21-12, "Ordinary Death Benefits," and by the City of Cranston. This pension payment will be based on the employee's weekly salary, longevity pay, and holiday pay with the inclusion of longevity at the time of death and will be escalated in the same method as listed in Subsection 3 of this section. All other aspects affecting widows and children will remain in effect as listed in Subsection (b) of 45-21.2-12, "Ordinary Death Benefits," unless the employee has selected to take the provisions of R.I.G.L. 45-21.2-21, "Optional Annuity Protection-Death while Employee or Inactive Member Status."

10. Employees shall have the option to choose a death benefit to be received by their beneficiary as specifically listed in R.I.G.L. 45-21.2-6, "Service Retirement Allowance," Subsection C, Option No. 1, "Joint and Survivor Full, or Option No. 2, "Joint and Survivor Half."

Employees who do not choose any of the over-mentioned options under Subsection C shall receive "Service Retirement Allowance/Maximum Plan," as listed in R.I.G.L. 45-21.2-6, Subsection A, based on two and one-half (2-1/2%) percent, not two (2%) percent as listed in Subsection A. These employees' beneficiary shall also receive the death benefits as provided for in R.I.G.L. 45-21.2-13, "Benefit on Death of Retired Member."

Employees with over ten (10) years of credited service shall have the option while employed to take the pension benefit as provided for in R.I.G.L. 45-21.2-22, "Optional Annuity Protection-Death While Employee or Inactive Member Status."

11. These employees enrolled in the State of Rhode Island "Optional Twenty (20) Year Pension, "R.I.G.L. 45-21.2-22, with modifications and all other applicable statutes with agreed-upon modifications that accompany this plan shall receive,

commencing July 1, 1995, a City of Cranston individually-funded annuity at no cost to the employee based on three (3%) percent of a Fire Fighter contractual weekly salary with over three (3) years of service. The payments into the annuity will be adjusted based on contractual salary of a fire fighter with over three years of service. This annuity shall continue up to the completion of thirty (30) credited years of service. This annuity will be payable to the employee for whatever reason (resignation, termination, retirement, etc.) when the employee leaves the Cranston Fire Department with no age or length of service requirement. This annuity will be payable upon the death of the member to the employee's widow, beneficiary, or estate with no age or length of service requirement.

12. These employees enrolled in the State of Rhode Island "Optional Twenty (20) Year Service Pension" R.I.G.L. 45-21-2-22, with agreed-upon modifications shall be subject to all other applicable statutes with agreed upon modifications under state law governing this modified pension plan such as, but not limited to, vesting, prior service credit, armed service credit, etc.

13. All other pension benefits such as, but not limited to, medical insurance, life insurance, etc., listed in the Collective Bargaining Agreement between the parties shall remain in effect.

14. Any increase in additional percentage of longevity pay and paid holidays after July 1, 2007 shall only be received in pension payments by employees who retire after July 1, 2007.

Section 24.1 - Pension Payments

Effective July 1, 2013 pension contributions for employees of the City of Cranston Fire Fighters' pension will be ten and one-half (10.5%) percent of their weekly salary, longevity pay, holidays with the inclusion of longevity and holidays. Effective July 1, 2013 pension

contributions for employees of the State of Rhode Island optional twenty five (25) year retirement on service allowance, R.I.G.L. 45-21.2-2 with modifications will be eleven (11%) percent of their weekly salary, longevity pay, and holidays with the inclusion of longevity and holidays.

Section 24.2 - Pension Payments

1. In the event contributions by members of the Fire Department to the present pension system are more than nine (9%) percent for the City of Cranston Fire Fighters' pension and ten (10%) percent for the State of Rhode Island "Optional Twenty (20) Year Service Pension" R.I.G.L. 45-21-2-22, with modifications at the effective date of this Agreement are increased during the term hereof, the City of Cranston agrees to pay the difference between the said nine (9%) percent and ten (10%) percent then required to be contributed, retroactively to the date of such increase over nine (9%) percent and ten (10%) percent.

2. All civilian employees of the Cranston Fire Department will receive pension payment pursuant to the Municipal Employees Retirement System of the State of Rhode Island in force from time to time.

3. In the event of the death of an active member of the Cranston Fire Department, whose widow or dependents fail to qualify for a widow's pension, or who leave no widow or dependents, their unused pension contributions shall be paid their widow, dependents or their estate.

4. In the event of the death of a retired member of the Cranston Fire Department, their unused pension contributions shall be paid to their widow, dependents or if there is no widow or dependents, to their estate.

5. Effective July 1, 2016 all civilian employees of the fire department will have the option of choosing a defined contribution plan (i.e., a 401(a) plan or equivalent) agreed to by the parties in lieu of the State Municipal Employees' Retirement Plan. Under the

defined contribution plan, the City shall contribute 3% of the employees' annual salary into this plan. Employees enrolled in this plan shall contribute a minimum of 3% of the employees' annual compensation to be paid through payroll deduction. Employees may contribute additional funds to their account as allowed by the Internal Revenue Code. Any changes to the plan shall be agreed to by the parties.

Section 24.3 - No Strike Clause

No employee covered by this Agreement shall engage in any work stoppage, slow down, strike, or other illegal concerted activity for the duration of this Agreement.

The City shall have the right to immediately discharge any employee who violates this Section without any rights or benefits provided under this Agreement. If any employees engage in any work stoppage, slowdown, strike, or other illegal concerted activity, the Union will immediately notify such employee(s) engaging in these activities to cease and desist, and shall publicly declare that such activities are illegal and unauthorized.

Section 24.4 - Legal Assistance And Indemnification

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Cranston Fire Department, the City agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this Section if it determines that the employee acted outside the scope of his employment, or engaged in intentional, willful or malicious, tortuous or criminal conduct.

Section 24.5 - Presumption Of Disability

In any case where an employee covered by this Agreement is disabled from performing his regular duties as a Fire Fighter because of a heart condition, respiratory ailment, hypertension or from any condition derived from hypertension, it shall be conclusively presumed that such disability is attributable to his employment as a member of the Fire Department, and he shall be

entitled to all of the benefits provided for in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended, and none of said period of disability shall be deducted from his sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

The City of Cranston shall recognize cancer as an occupational illness pursuant to this section. If at anytime RI General Law 45-19-1 is repealed, the local will enter into negotiations immediately with the City of Cranston to discuss the impact in the change to the law.

Section 24.6 - Mutual Aid/Job Action

In any case where the City 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 Fire Fighting services in said city or town where the picket line has been established, except in cases of working fires of a serious nature.

Section 24.7 - Minimum Staffing

There shall be no less than a minimum of forty-one (41) Fire Fighters, which includes officers and the Deputy Chief on duty at all times on each Platoon.

Section 24.8 - Table Of Organization

There shall be no reduction in the number of positions from the present Table of Organization presently in place in the Cranston Fire Department. Effective July 1, 2011 the total sworn, uniformed staffing of the Cranston Fire Department shall be reduced by five (5) fire fighter positions. The table of Organization will be reduced from two-hundred and one (201) members to one-hundred and ninety-six (196) members

Effective January 1, 2011 there shall be an increase of one (1) Captain's position in the fire department's table of organization and a decrease of one (1) Private's position. This shall not change the total complement of one-hundred and ninety-six (196) members.

Effective January 1, 2014 the total civilian compliment of the Cranston Fire Department Dispatch Center shall be eight (8) positions (dispatchers). The total civilian complement of the Cranston Fire Department will be fifteen (15).

Section 25 - School Reimbursement

All employees who provide evidence of having completed college courses pertaining to the State of Rhode Island Fire Fighters Incentive Degree program or any job related courses for which they received passing grades and submitted proof paid, shall be reimbursed in full but not exceeding a total of eight hundred ($800.00) dollars for any individual for each fiscal year. Effective July 1, 2002, such amount shall be increased to a maximum of nine hundred ($900.00) dollars.

Section 26 - Widows And Dependent Benefits Under Twenty (20) Years

The City of Cranston agrees to pay a death benefit to the widow of an employee with at least one (1) year of service in the department and a death benefit payment of thirty-three and one-third (33-1/3%) percent of the employees salary, longevity pay, and holidays with longevity, which shall be fully escalated based on any or all increases as listed in Section 24A. This benefit shall be paid to a widow until her death or until she remarries. Also, this benefit shall remain in effect until all dependent children reach the age of twenty-one (21). The payment of longevity will only apply in cases where an employee had completed four (4) years of service.

This benefit will only apply to employees covered by the City of Cranston Municipal Fire Fighters' pension."

Section 26.1 - Widows Benefit Over Twenty (20) Years

The City agrees per the 1989 Agreement between both parties to pay widows benefits to all eligible widows. The widows' of active and retired Fire Fighters benefit shall be sixty-seven and one-half (67-1/2%) percent of the pension payment in effect for the retired Fire Fighter and the pension payment the active Fire Fighter would have received. This payment to all widows will

be fully escalated based on any and all future contractual weekly salary increases as listed in Section 24A, subsection 3 of the Agreement. The widow benefit shall include the payment of longevity, holidays, and holidays with longevity to all eligible widows. This benefit shall be paid to the widow until her death or until she remarries. Also, this benefit shall remain in effect until all dependent children reach the age of twenty-one (21). This benefit will only apply to employees covered by City of Cranston Fire Fighters' Pension.

Section 26.2- Occupational Death Benefits

Any employee who dies as a result of a line of duty injury or illness shall be posthumously promoted to the next rank. All benefits due to the employee's family or estate shall reflect the posthumous promotion.

Any employee who dies as a result of a line of duty injury or illness; widow will receive a death benefit payment of fifty (50%) percent of the employee's weekly salary, longevity, and holidays with longevity which will be fully escalated based on any and all future contractual increases as listed in Section 24A, Subsection 3 of this Agreement. There will be no age or time of service requirement. This benefit will only include those employees in the City of Cranston Fire Fighters' pension. This benefit shall be paid to the widow until her death or until she remarries. This benefit shall also remain in effect until all dependent children reach the age of twenty-one (21).

Section 27 - Procedures For Placement On A Disability Pension

Any Fire Fighter applying for a Disability Pension as a result of an occupational or non-occupational illness or injury shall submit a documented evaluation from the member's physician or physicians verifying that this illness or injury prevents said member from performing the duties of a Cranston Fire Fighter. The City upon receipt of this documented evaluation shall schedule an evaluation of said member by a physician of the City's choice who specializes in the specific area of that member's illness or injury. The results of these evaluations by both party's physicians

shall be forwarded to the Mayor for review. Based on these evaluations, the Mayor shall recommend in writing that said member be placed on a Disability Pension. The Mayor's written recommendation shall be forwarded to the City Council along with the medical evaluations of both parties physicians for the Council's review. Based on the Mayor's recommendation and the medical evaluations, the City Council shall place said member on a Disability Pension.

Any divergence in these two (2) physicians evaluations which results in the member not being eligible for a Disability Pension, shall at the option of the affected member or Local 1363 International Association of Fire Fighters, AFL-CIO, be submitted to a third party physician for a further evaluation of the member's illness or injury. This neutral physician shall specialize in the particular area of the said member's illness or injury. This neutral physician shall be selected by the member's primary care physician and the City's physician. The decision rendered by the neutral third party physician shall be based on thorough examination and evaluation of said member, and a complete review of all necessary documentation submitted by both parties. The decision of the neutral third party physician shall be the final medical determination on whether said member is eligible for a Disability Pension.

In the event the member's selected physician and the City's selected physician are unable to agree on a neutral physician, an application shall be made to the Executive Director of the Rhode Island Medical Association who shall select a physician in the specialized area of said member's particular disability. The results of these evaluations by both parties physicians and the medical determination of the neutral physician shall be forwarded to the Mayor for his recommendation. The Mayor's written recommendation and the medical evaluation by all physicians shall be forwarded to the Council for review. Based on the Mayor's recommendation and the medical evaluation, the City Council shall place said member on a Disability Pension.

Section 28 - Vested Pension Contractual Clause

All members of Local 1363 International Association of Fire Fighters who are enrolled in the City of Cranston Fire Fighters' Pension will be vested in their particular type funding plans on the completion of ten (10) years of service in the Cranston Fire Department.

Vested members in either funding plan shall earn a pension credit of two and one-half (2-1/2%) percent per year of service with the Cranston Fire Department. This vested pension payment to said member shall be no less than twenty-five (25%) percent for ten (10) years of credited service and no more than forty-seven and one-half (47-1/2%) percent for nineteen (19) years of credited service in the Cranston Fire Department based on a member's rank and years of service as applied to the member's weekly salary, holiday pay, and earned longevity as applied to weekly salary and holiday at the time of leaving the employment of the Cranston Fire Department. After the completion of ten (10) years of service in the Cranston Fire Department any year in which a member completes over six (6) months of service will be credited with a complete year of credited service. A member's years of service commence with the member's appointment date to the Cranston Fire Department.

The vested pension payment benefit shall be paid when a member reaches the age of fifty-five (55) years. In the event the member dies before reaching their fifty-fifth (55th) birthday, the member's widow or eligible dependents shall receive sixty seven and one-half (67-1/2%) percent of this vested pension benefit when the member would have attained the age of fifty-five (55) years. This payment of sixty-seven and one-half (67-1/2%) percent will continue until the death of the member's widow or the non-eligibility of covered dependents.

There shall be no escalation (full or otherwise) of pension benefits provided for by the vested pension to any member, their widow or eligible dependents as presently contained in the present plan.

There shall be no additional five (5%) percent escalation of pension benefits provided for by the vested pension to any member on their reaching fifty-five (55) years of age as presently contained in the present plan.

Section 29 - Severance Pay At Retirement And Death

All payment of unused sick leave, unused vacation pay, voluntary and deferred vacation days, and involuntary deferred holidays with longevity (1991-1992 Agreement) shall be paid in quarterly installments commencing the first week of the month following retirement (e.g. retire June 7 -- first payment, first week of July) with three (3) month increments (e.g. second payment, first week of October, third payment, first week of January, and fourth payment, the first week of April).

Section 30 – Severability of Provisions

If any term or provision of this Agreement is at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Section 31 – Marine 1

The Cranston Fire Department shall staff, operate, and maintain the City of Cranston Fire/ Rescue Boat designated Marine #1. Marine #1 shall be placed in service on or about April 1 each year.

Section 32 – Members Assistance Program (MAP)

The City recognizes Local 1363 as the administrator of the Fire Department's Members Assistance Program (formerly referred to as the Employees Assistance Program). The city will contribute the sum of six thousand ($6000.00) dollars yearly, payable on July 1 of each year to the MAP. This money will be used for the MAP only, including but not limited to the certification and recertification of the MAP counselors.

Section 33 - Mechanics Certification:

Employees in the maintenance division will receive an increase in their hourly rate of pay for obtaining the following certifications:

Any Automotive Service Excellence (ASE) certifications associated with the Emergency Vehicle Technician course the members will receive twenty (.20) cents per hour. Upon receipt of each of the following certifications, Ambulance Technician and Fire Apparatus Technician, the member will receive an additional fifty (.50) cents per hour.

Section 34 – Duration of Agreement

This Agreement is effective from July 1, 2016 and shall continue in full force and effect through midnight on June 30, 2019. If for any reason what so ever at the end of the term of this contract a new contract has not been agreed upon between Local 1363 (IAFF) and the City Of Cranston this contract will remain in effect until such time as a new contract is agreed upon.

IN WITNESS WHEREOF, the said CITY OF CRANSTON has caused this instrument to be executed and its corporate seal to be affixed by Robert Strom, its Finance Director and by Allan Fung, its Mayor, thereunto duly authorized by the City Council of the City of Cranston as of the day and year first above written and the said LOCAL 1363, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, has caused this instrument to be signed by Paul L. Valletta Jr., its President, thereunto duly authorized as of the day and year first above written.

CITY OF CRANSTON

BY: Allan W. Fung
MAYOR

BY: Robert F. Strom
FINANCE DIRECTOR

LOCAL 1363, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

BY: Paul L. Valletta Jr.
PRESIDENT

WITNESSES Scott A. [illegible]

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CONTRACT ADDENDUM

The six (6) Civilian Employees of the Cranston Fire Department listed below shall receive in addition to the wages, benefits, and terms and conditions of employment found in the Collective Bargaining Agreement between Local 1363 International Association of Fire Fighters and the City of Cranston the following additional contractual items. These additional items shall only be received by these employees.

1. The ability to accumulate up to sixty (60) vacation days which also may be used in lieu of sick leave when the accrued sick leave is insufficient to provide leave with pay for illness or injury.
2. The granting or an additional ninety (90) sick days for employees with ten (10) or more years of service if the illness or injury is of such a nature as to require a prolonged period of treatment or recuperation.

   The City of Cranston paying for any employee who attains or will attain the age of sixty-five (65) or the spouse of an employee who has or will attain the age of sixty-five (65) the total cost of Blue Cross Plan 65.

Robert Corsi
Billie Fischer
Dorothy Masosian

Upon their leaving the active ranks of the Cranston Fire Department, these additional contractual items shall not be provided to any other employees occupying the positions of these employees.