

AGREEMENT
BY AND BETWEEN
ALBION FIRE DISTRICT
AND
PERMANENT FULLTIME FIREFIGHTERS
LOCAL 3023
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL--CIO

NOVEMBER 1, 2011 TO OCTOBER 31, 2014

PREFACE

The Albion Fire District and the Lincoln Rescue and Fire Fighters Local 3023 International Association of Fire Fighters AFL-CIO, in order to increase the general efficiency of the Albion Fire District, and in order to maintain the existing harmonious relationship between the Albion Fire District and the Permanent Fulltime Firefighters of the Albion Fire District, and in order to promote the morale, well being and efficiency of the Albion Fire District, hereby agree as follows;

INDEX

	<u>PAGE</u>
PREFACE	2
INDEX	3 & 4
AGREEMENT	5
PRINCIPLES	5

ARTICLES OF AGREEMENT

ARTICLE	1	UNION RECOGNITION	6
ARTICLE	2	UNION SECURITY	7
ARTICLE	3	MANAGEMENT RIGHTS	8
ARTICLE	4	PAYROLL DEDUCTION OF UNION DUES	8
ARTICLE	5	UNIFORMS & PROTECTIVE CLOTHING	9
ARTICLE	6	PROBATIONARY PERIOD	10
ARTICLE	7	WORK PERFORMANCE EVALUATIONS	10
ARTICLE	8	HOURS OF WORK	11
ARTICLE	9	SALARIES	11 & 12
ARTICLE	10	OVERTIME / COMPENSATORY TIME	12 & 13
ARTICLE	11	PENSION PLAN	13
ARTICLE	12	HEALTH INSURANCE	14
ARTICLE	13	LIFE INSURANCE	14
ARTICLE	14	LINE OF DUTY INJURY OR SICKNESS	15 & 16
ARTICLE	15	LONGEVITY PAY	17
ARTICLE	16	VACATIONS	18 & 19

INDEX

<u>ARTICLES OF AGREEMENT</u>			<u>PAGE</u>
ARTICLE	17	HOLIDAYS	19
ARTICLE	18	SICK LEAVE	20
ARTICLE	19	MODIFIED DUTY	21
ARTICLE	20	LEAVE OF ABSENCE	21
ARTICLE	21	BEREAVEMENT LEAVE	22
ARTICLE	22	JURY DUTY	22
ARTICLE	23	MILITARY LEAVE	23
ARTICLE	24	GRIEVANCES	24 & 25
ARTICLE	25	EDUCATIONAL EXPENSES	26
ARTICLE	26	VOLUNTARY TERMINATION	26
ARTICLE	27	BULLETIN BOARDS	27
ARTICLE	28	GIFTS & GRATUITIES	27
ARTICLE	29	NEWS MEDIA	27
ARTICLE	30	RULES & REGULATIONS	28
ARTICLE	31	SENIORITY	28
ARTICLE	32	DUTIES	29
ARTICLE	33	FIRE PREVENTION OFFICER	29
ARTICLE	34	TRAINING OFFICER	29
ARTICLE	35	PROMOTIONAL PROCESS	30
ARTICLE	36	DURATION OF AGREEMENT	31

AGREEMENT

Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, as amended, this AGREEMENT is made and entered into as of November 1, 2011 by and between the Albion Fire District, Lincoln, Rhode Island (hereafter referred to as the "DISTRICT") and Local 3023, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereafter referred to as the "UNION") acting for and on behalf of the Permanent Fulltime Firefighters of the Albion Fire District, Lincoln, RI exclusively.

Contract length clarified. (11-1-11 - 10-31-14)

PRINCIPLES

- A. It is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, working conditions and all other terms and conditions of employment; and to facilitate the adjustment of grievances and disputes between the District and the Union; and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the District and the Union.
- B. There shall be no discrimination by the parties to this Agreement against any Firefighter of the District by reason of race, age, physical handicap, marital status, color, creed, sex, national origin, membership in the Union, or any other form of discrimination prohibited by law.
- C. All reference to Firefighters in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female Firefighters.
- D. No Firefighter covered by this Agreement shall be discharged, laid-off, demoted, suspended, transferred, or affected in any way because of political beliefs or political activities.

ARTICLES OF AGREEMENT

ARTICLE 1

UNION RECOGNITION

The District hereby recognizes and acknowledges that the Union is the sole and exclusive collective bargaining representative of the Permanent Fulltime Firefighters of the District, with the exception of the Chief, Assistant Chief, and Deputy Chief of the Department, for the purpose of collective bargaining as provided pursuant to the Rhode Island State Labor Relations Act, as amended.

Section 1. The District agrees not to enter into any individual contracts with Firefighters covered by this Agreement.

ARTICLE 2
UNION SECURITY

Section 1. Any member of the District who is a member of the Union as of November 1, 2011 and any member of the District who becomes a member of the Union during the term of this Agreement, shall remain a member of the Union for the duration of this Agreement.

Section 2. The District agrees not to discriminate against members of the Union in any way for membership in the Union or because of the activities of the Union in such a manner as not to interfere with the public safety responsibilities of the District.

Section 3. The District agrees that the Union shall have the right to hold meetings at the Albion Fire Station provided permission for the same shall be obtained from the Chief. It is further agreed that such permission will not be unreasonably withheld.

Section 4. **Stability of Agreement.** No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by authorized representatives of the parties. Failure of the District or the Union to insist, in any one or more instances, upon performance of the terms and conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the District or the Union of future performance, shall continue in force and effect.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the District has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects, except as may have been modified by the express provisions of this Agreement.

Section 2. The District retains all rights and powers held by it previously to the certification of the Local as bargaining agent. Said rights include, but are not limited to, the right to fix and determine the District's operating budget and capital expenditure, to establish rules and regulations, and SOG's, to determine the physical location of the firehouse, to determine staffing levels and assignments of individual firefighters, to hire, evaluate, assign, transfer, promote, demote, layoff, suspend, discharge, or discipline firefighters, to schedule work in general, to determine how, when, where, and by whom the duties of the firefighters, as reasonably determined by the District, shall be performed. Establish Standard Operating Guidelines and may, at the sole discretion of the Board, establish from time to time standard operating guidelines, and may amend the same in their sole discretion.

ARTICLE 4
PAYROLL DEDUCTION OF UNION DUES

Section 1. The District agrees to deduct from the wages of each Firefighter who authorizes the District to do so in writing, such initiation fees and weekly dues as the Union shall designate. Such deductions shall be remitted monthly to the Treasurer of Local 3023, at P.O. Box 252 Lincoln, RI 02865

Section 2. The Union agrees that it shall notify the District at least thirty (30) calendar days in advance of any change in the amount of Union dues to be deducted.

ARTICLE 5
UNIFORMS & PROTECTIVE CLOTHING

Section 1. Firefighters are required to wear uniforms provided by the District while on duty. The Firefighter shall be required to keep the uniforms neat and clean and their appearance well groomed while in uniform, as required by the Rules and Regulations of the District.

Section 2. All clothing issued by the District will be in accordance with N.F.P.A. Standards and State mandates.

Section 3. The initial clothing allotment for station clothing shall consist of two pair of trousers, two short sleeve shirts, two long sleeve shirts, one winter coat, one spring coat, two pairs of shoes, two hats (one dress and one cap), one belt and one buckle, one badge, and one work shirt.

Section 4. The initial clothing allotment for protective clothing shall consist of one pair of boots, one pair of pants, one coat, one helmet, one pair of gloves, one pair of suspenders, one hood, one harness, and personal webbing.

Section 5. Replacement of clothing: The District shall maintain station clothing through a yearly clothing allowance subject to budget approval. However, in all instances it will be the District's responsibility to immediately replace worn or damaged protective clothing that is issued by the District. If it is determined that any of the clothing issued has been damaged or destroyed by the negligent acts of the individual Firefighter then the individual Firefighter shall be responsible for the cost of replacement. All replacement of clothing shall be approved by the Chief.

Section 6. Station clothing shall be maintained through a yearly clothing allowance of nine hundred and twenty five (\$925.00) dollars.

ARTICLE 6
PROBATIONARY PERIOD

Section 1. All new Fulltime Firefighters hired and covered by this collective bargaining Agreement, shall be considered a Probationary Firefighter for the first twelve (12) months of his/her employment. A Probationary Firefighter shall serve a probationary period of one year. At the end of the one year period he/she shall be promoted to Firefighter at the full pay of a Firefighter.

Section 2. During a Firefighter's probationary period evaluations will be conducted every two (2) months during the employee's probationary period. Evaluations will be conducted by the Chief and one member of the Board of Commissioners. The evaluations shall be reduced to writing and a copy will be made available for the employee, the employee personnel file, and for the Board of Fire Commissioners.

ARTICLE 7
ANNUAL EVALUATION FOR FULL TIME FIREFIGHTERS

Section 1. All Fulltime Firefighters covered by this collective bargaining Agreement will have an annual evaluation done by the Chief and one designee of the Chief.

Section 2. The evaluations shall be reduced to writing and a copy will be made available for the employee, the employee personnel file, and for the Board of Fire Commissioners. If there is an unfavorable report as far as duty is concerned, Firefighter/Officer should be re-evaluated within three (3) months to see if discrepancies have been cleared up. If not, a hearing for reprimand or dismissal actions shall be scheduled.

ARTICLE 8
HOURS OF WORK

Section 1. All Firefighters covered by this Agreement shall have a regular work schedule of an average of forty-two and one half (42.5) hours. The working schedules (hours & days) are 1 shift Monday thru Friday 7:00am to 3:30pm and two alternating shifts of 4 days on and 4 days off 7:00am to 7:00pm. Proper notification of two (2) work cycles will be made to employees of any change. Substitutions shall be allowed. This permission shall not be unreasonably withheld. The Union agrees that there will be no overtime liability on the part of the District due to substitutions.

ARTICLE 9
SALARIES

Salaries for the employees of the District covered by this Agreement shall be as follows:

Effective November 1, 2011 through October 31, 2011 all Firefighters shall continue to receive their respective pay grades that were effective November 1, 2010.

In the month of August 2012 the parties agree to meet and negotiate salary increases for the second and third years of this contract.

<u>Rank</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Captain	\$46,384.77	\$46,384.77	\$46,384.77
Lieutenant	\$44,805.12	\$44,805.12	\$44,805.12

ARTICLE 9

SALARIES

<u>Rank</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Private	\$43,655.31	\$43,655.31	\$43,655.31
Probationary			
Firefighter	\$40,297.22	\$40,297.22	\$40,297.22

Salaries shall be paid in twenty-six (26) payments/bi-weekly installments.

ARTICLE 10

OVERTIME

The Chief will have the right to call back or hold over all members of this bargaining unit as deemed necessary.

Section 1. Financial Overtime:

The District will financially compensate employees for extra hours worked in excess of the normal workday subject to availability of budget funds. Compensation will be at the rate of one and one-half (1½) hours for each hour worked. All mandatory overtime will be compensated financially.

Section 2. Compensatory Time:

The District will compensate employees for extra hours worked in excess of the normal workday with compensatory time off at a rate of one and one-half (1½) hours for each hour worked when budgetary funds are depleted.

ARTICLE 10

OVERTIME

Section 3. Callback:

In the event it is necessary to callback a Permanent Fulltime Firefighter for overtime, there shall be established a seniority list which shall be used for such overtime callback, and this list shall be followed in rotation.

Permanent Fulltime Firefighters have the right of first refusal when vacancies are created by another Permanent Fulltime Firefighter.

In the event an employee refuses overtime, he/she will be charged for distribution purposes, and the overtime will be offered to the next employee on the rotating seniority list.

ARTICLE 11

PENSION PLAN

Section 1. The District will contribute to all Firefighters covered under this collective bargaining Agreement that sum of money determined by MERS annual review to employee's pension plan effective one year after the date of hire of each such Firefighter. In implementing this pension plan employees will contribute through tax exempt payroll deduction the amount by the MERS 25 year State pension including a cost of living adjustment(COLA)

Section 2. The individual employees will contribute seven (7) % of their yearly salary and the District paying the balance thereof.

Section 3. Employees contribute through tax-exempt payroll deduction and will contribute the amount determined by the MERS plan.

ARTICLE 12
HEALTH INSURANCE

Section 1. The District shall maintain the present health insurance in effect at the time of the execution of this collective bargaining Agreement. Health insurance for each employee will be in effect the first day of the month following the date of his or her employment unless employed at the time of the execution of this Agreement, in which instance health benefit immediately takes effect. The District reserves the right from time to time to change the healthcare provider if it deems fit and appropriate as long as health coverage is the same or substantially similar. Employee contribution to the said insurance plan will be as follows:

<u>All Members</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Contribution	8%	9%	10%

ARTICLE 13
LIFE INSURANCE

Section 1. The District shall provide and maintain life insurance policies on all Firefighters covered by this Agreement. Said coverage shall be in the following amounts:

- A) \$100,000.00 life insurance policy if death occurs in the line of duty
- B) \$10,000.00 life insurance policy if death occurs while off duty.
- C) The off duty life insurance benefits will take effect on the anniversary date of the underlying policy.

ARTICLE 14
INJURIES RECEIVED OR SICKNESS CONTRACTED IN THE
PERFORMANCE OF DUTIES

Section 1. Any injury received or sickness contracted in the performance of an employee's duties shall be reported to the Chief immediately on a form furnished by the District.

The provisions of R.I.G.L. 45-19-1 are incorporated by reference herein. Without limiting the generality of the foregoing, the District and Union acknowledge and agree that whenever any employee is wholly or partially incapacitated by reason of injuries or sickness contracted in the performance of their duties, the District shall, during the period of incapacity, pay such employee the salary or wage and benefits to which said employee would be entitled had he not been incapacitated, and shall pay for the medical, surgical, dental, optical or other attendance or treatment, nurses, and hospital services, medications, crutches, and apparatus for the necessary period, except that to the extent the District provides such employee with health insurance coverage for the related treatment, services, or equipment, then the District is only obligated to pay the difference between the maximum amounts allowable under the relevant insurance coverage and the actual cost of the treatment, service or equipment. In addition the District shall pay all similar expenses incurred by a member who has been placed on a disability pension and suffers a recurrence of the injury or illness that dictated his disability retirement.

ARTICLE 14
INJURIES RECEIVED OR SICKNESS CONTRACTED IN THE
PERFORMANCE OF DUTIES

Section 2. Any employee who is wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his duties, and who has been absent from duty for a period of twelve (12) consecutive months, or for a cumulative total period of twelve (12) months within any eighteen (18) month period, and who shall not return to duty with thirty (30) calendar days thereafter, shall apply, either individually or by the District, on his behalf, for a disability retirement pursuant to and in accordance with the relevant statutory provisions of the Optional Retirement for Member of Police Force and Fire Fighters R.I.G.L 45-21.2-1, et seq. and relevant administrative rules and regulations. The thirty (30) calendar day period in which an employee is expected to return to duty or apply for a disability retirement may be extended on the sole direction of the Chief and with approval of the Board of Commissioners, if competent medical evidence confirms, to a reasonable degree of medical certainty, that the disabled employee will be capable to return to full and unrestricted duty within a reasonable period after the expiration of the twelve (12) month period.

ARTICLE 15
LONGEVITY PAY SCHEDULE

Longevity pay shall be computed as a percentage of the base salary and paid in one lump sum in full within thirty (30) days of the Firefighter's anniversary date (commencing 11-1-11). Employees qualifying for such pay in mid-year shall receive prorated amounts based on that portion of the year during which they were eligible.

Section 1. Three (3) % percent over base salary between five (5) – nine (9) years anniversary date of successful service.

Section 2. Four (4) % percent over base salary between ten (10) – fourteen (14) years anniversary date of successful service.

Section 3. Five (5) % percent over base salary after fifteen (15) years anniversary date of successful service.

Payment in full no later than thirty (30) days after employee's anniversary date.

ARTICLE 16

VACATIONS

Section 1. Each employee covered by this collective bargaining Agreement is entitled to time off, otherwise classified as vacation time. Vacation time shall be as hereinafter set forth and subject to those terms and conditions hereinafter set forth:

- A) Every employee employed for a minimum period of time of six (6) months to two (2) years is entitled to five (5) days vacation.
- B) Every employee employed for a period of time of two (2) years to five (5) years is entitled to ten (10) days vacation.
- C) Every employee employed for a period of time of five (5) years to, but less than, ten (10) years is entitled to vacation pay as follows:
 - Fifteen (15) days plus an additional day for every year until the employee reaches ten (10) years of employment.
- D) Each employee employed for a period of fifteen (15) years is entitled to twenty five (25) days of vacation time.

Section 2. All employees are entitled to the vacation days set forth in Section 1 in any New Year of successive employment. Said right to vacation days commences at the start of each New Year of employment and shall not require the employee to work for one day in the New Year. For purposes of payment and accrual, the aforesaid New Year shall commence at the start of the District's fiscal year which is November 1st of each year.
Section 2 amended per Memorandum of Agreement 11/9/10

ARTICLE 16

VACATIONS

Section 3. Each Firefighter may reserve in any one period one week's vacation time to be utilized in the immediate subsequent year. Any other vacation time not used is lost.

Section 4. Each Firefighter in order to be eligible for vacation time shall make his or her request in writing to the Chief at least forty-eight (48) hours prior to the requested time off. The Chief reserves the right, based upon the needs of the District, to deny the requested vacation time.

ARTICLE 17

HOLIDAYS

Employees of the District covered by this Agreement shall be granted uniformly an additional one day pay for each of the following Holidays:

New Years Day

Labor Day

President's Day

Columbus Day

Memorial Day

Armistice Day

Independence Day

Thanksgiving Day

Victory Day

Christmas Day

ARTICLE 18**SICK LEAVE / PERSONAL LEAVE**

- Section 1.** Each employee of the District covered by this Agreement shall be entitled to sick leave at the rate of one and one-half (1 ½) day per month after six months of fulltime employment.
- Section 2.** All employees will have a total of thirteen (13) sick days per year and five (5) personal days per year. For purposes of payment and accrual, said sick days and personal days shall be credited at the commencement of the District fiscal year, i.e. November 1st of each year. In the event that the employee does not use all personal days, the days not used will revert back to and be categorized as “banked” sick days.
Section 2 amended per Memorandum of Agreement 11/9/10
- Section 3.** Employees may accumulate up to one hundred eighty (180) “banked” sick days during their employment with the District.
- Section 4.** Upon voluntary termination, employees with a minimum of ten (10) years of service will receive five (5) days wages of accrued sick leave of pay for each year of service up to a maximum of twenty (20) years.
- Section 5.** During the course of an employee's employment, if an employee is absent from work due to sickness for a period of time of three (3) consecutive days or greater then the employee upon returning to work shall present a physician's note to the Chief justifying the absence due to illness.
- Section 6.** Any employee terminated for just cause forfeits all sick, compensatory and vacation time.

ARTICLE 19
MODIFIED DUTY

Modified Duty is for a Fulltime Firefighter being treated for a non-work related condition and isn't fit to return to full duty as a Firefighter.

- Maximum length of light duty will be Ninety (90) working days.
- The work week will be forty two and one-half (42 ½) hours per week or in accordance with the advice of Firefighter's Physician.
- The days will be determined by the Chief.
- The Modified Duty will consist of office duties, inspections of buildings, clerical work, and light station cleaning as assigned by the Chief.
- The Firefighter's Physician will provide guidelines in writing of the type of activities the Firefighter can and cannot perform at work.

This Article added per Addendum dated 1/12/09

ARTICLE 20
LEAVE OF ABSENCE

A Firefighter, who requests a leave of absence, shall make application in writing to the Chief. The Chief, at his sole discretion, may grant up to one (1) month leave of absence in any calendar year. Any request for leave of absence in excess of one month must be approved by the Board of Fire Commissioners. During the time where the Firefighter is on leave of absence said leave will be without pay and any other fringe benefits. Further, as to those fringe benefits which accrue based upon time of employment, will be suspended during the leave of absence. Any additional request for leave of absence must be submitted in writing to the Board of Fire Commissioners for their approval. A month is thirty (30) calendar days. The Chief has the discretion to request a Doctor's letter. Leave of absence may be granted only after all vacation/personal days have been used up.

ARTICLE 21
BEREAVEMENT LEAVE

All Firefighters shall be entitled to three (3) days bereavement leave without loss of pay for the death of a member of the Firefighter's immediate family. Immediate family is defined to include and to be specifically limited to wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, sister-in-law, brother-in-law, or any other person who is living within the same household. The three (3) days bereavement leave shall be used consecutively.

ARTICLE 22
JURY DUTY

Every Firefighter covered by this Agreement, who is required by appropriate authority to report for Jury Duty, shall be granted a leave of absence from his regular duties. All employees will receive their regular weekly compensation and will be required to relinquish jury duty compensation to the District.

ARTICLE 23
MILITARY LEAVE

Military leave shall be granted by the District. Each employee on military leave shall suffer no economic damage as a result of the required military leave. If the pay received while on military leave is less than the pay received while the Firefighter is working a normal forty two and one-half hour (42 ½) week, than the District shall supplement the Firefighter's pay so as to ensure no loss of economic value. If the Firefighter on military leave's pay exceeds the pay the Firefighter would have normally received in a forty-two and one-half hour (42 ½) work week, no supplemental income will be paid by the District. While on military leave the firefighter shall continue to accrue seniority and time and grade for purposes of calculating longevity pay, vacation time and seniority.

Active Duty in Military

Section 1. All Fulltime Firefighters covered by this collective bargaining Agreement, when called for active military duty will, while in service in the military, continue to accrue seniority rights. All other benefits otherwise afforded to the Firefighter under this Agreement will be suspended for the period of active duty. Upon return from active duty, if the Firefighter immediately seeks reinstatement to the District, such reinstatement shall be granted.

Section 2. All Firefighters covered by this collective bargaining Agreement but who are on probation shall not accrue any seniority rights nor be afforded any benefits otherwise due under the terms and conditions of this Agreement. Upon return from active duty, if the Firefighter immediately seeks reinstatement to the District, such reinstatement shall be granted. Probationary Firefighter must complete one year successful service.

ARTICLE 24
GRIEVANCE AND ARBITRATION

Grievance

Section 1. It is mutually understood and agreed that all grievances of employees of the District arising out of the provisions of this Agreement shall be dealt with as provided for in this Article. For the purpose of this Article, a grievance is defined as a dispute or difference of opinion raised by an employee, or by a group of employees (with regards to a single common issue) covered by this Agreement against the District involving the meaning, interpretation or application of the provision of this Agreement.

Section 2. A President or Vice President of the Union shall be granted sufficient time off to seek to settle grievances without loss of pay. An aggrieved employee shall have the right to Union representation including Counsel and International representation throughout the entire duration of the grievance procedure.

Section 3. No grievance shall be entertained or processed unless it is submitted to the District within ten (10) business days after the employee concerned has become aware of, or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limit set forth above it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limits or agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step. The limit in each step may be extended by mutual written agreement of the District and the Union representatives involved in each step. The term "business day" as used in this Article shall mean Monday thru Friday inclusive and excludes Saturdays, Sundays and Holidays.

ARTICLE 24
GRIEVANCE AND ARBITRATION

Section 4.

Procedure

Step 1: Employee may register his or her grievance with the President or Vice President of the Union who shall present such grievances to the Chief within the ten (10) business day time frame referenced in Section 3.

Step 2: In the event the grievance is not satisfactorily adjusted in Step 1 within ten (10) business days, the President or Vice President shall present such grievance with the employee to the Board of Fire Commissioners.

Step 3: In the event the grievance is not satisfactorily adjusted within the next ten (10) business days, the Union may submit the case to arbitration.

Step 4:

Arbitration

If the grievance is still unresolved either party may, within seven (7) business days after the reply of the District is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator to be selected by the District and the Union within seven (7) business days after notice has been given. If the parties fail to agree on an Arbitrator, either party may submit the matter to the American Arbitration Association for final determination. The parties further agree that the fees and expenses of the Arbitrator shall be borne equally by the parties. All other cost incurred by either party shall be borne by said party. It is hereby specifically agreed by and between the District and the Union that any and all settlement of grievances or grievance arbitration awards shall be final and binding upon the parties.

ARTICLE 25
EDUCATIONAL EXPENSES

The District agrees to reimburse all Firefighters covered by this collective bargaining Agreement for the cost of all training schools and job related courses which they attend. The District's duty to reimburse the Firefighter for said costs (tuition, books, ect.), occurs only if the District approves of the school and/or course of studies, and subject to the availability of budgetary funds. The employee must successfully complete the course with a passing grade of C+ or higher, and course must either be one that assists in obtaining a fire service degree or a program that will assist them in performing their duties.

ARTICLE 26
VOLUNTARY TERMINATION

If for any reason a Firefighter covered by this Agreement chooses to voluntarily terminate his employment, it is anticipated that the Firefighter shall give the Chief a thirty (30) day written notice. If said Firefighter provides the thirty (30) day written notice, and if the Firefighter honestly participates in an exit interview, and returns all equipment to the District, then and only in those instances, will the Firefighter so terminating his employment receive pay for all unused vacation and sick days.

ARTICLE 27
BULLETIN BOARDS

Bulletin boards shall be provided in each station for the posting of Union notices. No Union notices shall be posted until it has been submitted to the Chief. Management may also utilize the bulletin board for making appropriate postings. It is the employee's responsibility to acquaint themselves with all notices posted.

ARTICLE 28
GIFTS AND GRATUITIES

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or any other item of monetary value from a person or entity which has interests that may be affected by the performance of the employee's official duties.

ARTICLE 29
NEWS MEDIA

It is agreed that all inquiries made by the news media to the Firefighters covered by this collective bargaining Agreement will first be referred to the Chief for his/her evaluation and response. In the event that the employee feels it necessary to make comments to the news media, they shall notify the Chief in advance of said comments and discuss the same with the Chief.

ARTICLE 30
RULES AND REGULATIONS

All Fulltime Firefighters covered by this collective bargaining Agreement acknowledge that they have received a copy of the District Rules and Regulations; they are familiar with the same, and agree that they are responsible to comply with them.

ARTICLE 31
SENIORITY

Section 1: Definition: Seniority shall be defined as the total length of fulltime employment with the District.

Section 2: Cumulating: Seniority shall accumulate during authorized absence because of illness, injury, vacation, or other authorized leave.

Section 3. Seniority shall be broken when a Firefighter terminates voluntarily, is discharged for just cause, and exceeds an authorized leave of absence, or is laid off for a period of more than twelve (12) months. Seniority rights shall be acquired by the Firefighters as of the first day of fulltime employment as a member of the District.

ARTICLE 32

DUTIES

The duties of the members of this collective bargaining Agreement shall consist of the prevention, control, and extinguishment of fires, together with the routine maintenance of trucks, building, and grounds, and other related duties as reasonably determined by the Chief or his/her designated person in the Chief's absence.

ARTICLE 33

FIRE PREVENTION OFFICER

The parties to the collective bargaining Agreement agree the District has the right to establish a Fire Prevention Officer. The selection of the Fire Prevention Officer is at the sole and absolute discretion of the Chief. The compensation to be paid to the Fire Prevention Officer is two thousand five hundred (\$2500.00) dollars per year. Must be NFPA 1031 per State of RI Fire Academy standards certified and maintained.

ARTICLE 34

TRAINING OFFICER

The parties to the collective bargaining Agreement agree the District has the right to establish a Training Officer. The selection of the Training Officer is at the sole and absolute discretion of the Chief. The compensation to be paid to the Training Officer is two thousand five hundred (\$2500.00) dollars per year. Must be NFPA 1041 certified per State of RI Fire Academy standards.

ARTICLE 35
PROMOTIONAL PROCEDURE

- Section 1:** Examination notice will be posted along with a job description and reference materials for study.
- Section 2:** Candidates must notify the Chief in writing that they will take the exam within fifteen (15) days of the posting. The exam will not be given less than sixty (60) days after the posting date. Candidates who fail to appear for the exam will not be allowed to retest or make up the exam.
- Section 3:** Exams will include a written test. The passing mark for the written test shall be a minimum of seventy (70%) percent of the questions being correct. Only those passing the exam will be allowed to continue the examination process. Those who do not pass will be notified by mail.
- Section 4:** There will also be an oral interview of the candidate.
- Section 5:** A final eligibility list in order of finish shall be established and posted. All rankings are final and there shall be no appeal process except for computational error.
- Section 6:** All tests shall fall under the following guidelines.
- A) There will be a written test.
 - B) The test will be administered by a third party.
 - C) Refer to the Rules and Regulations.
 - D) The test results will be announced to the Union and the District at the same time.
- Section 7:** Promotional examinations shall be given when a vacancy exists or is anticipated in that rank or no appropriate promotional list is in effect.
- Section 8:** All promotional lists will last for a two (2) year period.

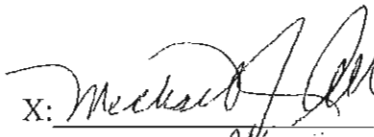
ARTICLE 36
DURATION OF AGREEMENT

The provisions of this Agreement shall commence November 1, 2011, through and shall continue in force and be binding upon the respective parties hereto until midnight October 31, 2014 provided a written notice of intent to terminate and negotiate a new Agreement is made by either one of the parties upon the other at least one hundred twenty (120) days prior to the 2014 annual meeting of the Albion Fire District. If no such notice is served or service is untimely, this Agreement shall renew itself from year to year until such notice is given.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above in Article 36.

ALBION FIRE DISTRICT

LOCAL 3023, IAFF, AFL-CIO

X:  Date 3/20/12
Michael Napoleitano

Chairman Board of Fire Commissioners

X:  Date 3-20-12
Jason Rodrigues

Vice President, Local 3023, Albion

WITNESS: _____

WITNESS: _____

DATE: _____

DATE: _____

MEMORANDUM OF AGREEMENT

Page 1 of 7

Agreement made this 31st day of May, 2012 by and between the International Association of Firefighters AFL-CIO Local 3023 (hereinafter referred to as the "UNION") and the Albion Fire District, Lincoln, RI (hereinafter referred to as the "DISTRICT").

Whereas, the parties have entered into a collective bargaining Agreement dated November 1, 2011 (hereinafter referred to as the "AGREEMENT") which sets forth the rights and obligations of the parties in employment of the members of the Union within the District; and

Whereas, the parties desire to modify and amend the terms of the aforesaid Agreement;

In consideration of the mutual covenants and agreements by and between the parties it is hereby agreed as follows:

1. Article 8 of the Agreement is hereby modified and amended as follows;

Section 1. All Firefighters covered by this Agreement shall have a regular work schedule of an average of forty-two (42) ~~and one-half~~ hours a week.

Section 2. As of November 1, 2011 a Platoon System will be implemented.
The working schedules for Platoons A, B, C, D, & E are as follows:
Platoons A through D; shall work an eight (8) day cycle consisting of four platoons (A,B,C,D) working twenty four hours (24) on duty, twenty four (24) hours off duty, twenty four (24) hours on duty, one hundred twenty (120) consecutive hours off duty. The shifts shall begin at 0700 hrs and end at the following 0700 hrs.
Platoon E; shall work a seven (7) day cycle Monday thru Friday 0700 hrs to 1530 hrs four (4) days a week and 0700 hrs to 1500 hrs one (1) day a week on a day to be agreed upon by the Chief and Firefighters affected and is entitled to all Holidays off duty covered by this Agreement.

Section 3. It is agreed by both parties, while Firefighters are on duty, sleeping shall be permitted between the hours of 2200 and 0630 while not engaged in an emergency.

MEMORANDUM OF AGREEMENT

Page 2 of 7

Section 4. Proper notification of two (2) work cycles will be made to employees of any change. Substitutions shall be allowed. This permission shall not be unreasonably withheld. The Union agrees that there will be no overtime liability on the part of the District due to substitutions.

Section 5. Any Firefighter who works over his normal rotation will be compensated as provided for in Article 10.

Section 6. The weekly rate of compensation of each employee shall be equal to his annual rate of compensation divided by fifty two (52). The hourly rate of compensation of each employee shall be equal to his weekly rate of compensation divided by forty two (42).

2. Article 10, Section 3 of the Agreement is hereby modified and amended as follows:

Permanent Fulltime Firefighters have the **right of first refusal** when vacancies are created by another Permanent Fulltime Firefighter. In the event it is necessary to callback a Permanent Fulltime Firefighter for overtime, there shall be established a seniority list which shall be used for such overtime callback, and this list shall be followed in rotation.

3. Article 10, Section 4 of the Agreement is hereby modified and amended as follows:

Callback: In the event it is necessary to fill a twenty four (24) hour shift for overtime purposes, the shift will be divided into a ten (10) hour day (0700/1700hrs) shift and fourteen (14) hour night (1700/0700hrs) shift. The day shift will be filled first from the overtime callback list. The night shift will then be filled from the overtime callback list. In the event an employee refuses overtime, he will be charged for distribution purposes, and the overtime will be offered to the next employee on the rotating overtime callback list. Continued...

MEMORANDUM OF AGREEMENT

Page 3 of 7

Article 10, Section 4 of the Agreement continued...

The division of a twenty four (24) hour shift (Split) into a ten (10) hour day (0700/1700hrs) and a fourteen (14) hour night (1700/0700hrs) shall be considered customary and apply to overtime (Article10), sick time (Article18), and vacation time (Article16) use for those Firefighters assigned to Platoons A through D.

4. Article 16, Section 1 of the Agreement is hereby modified and amended as follows:

Each employee covered by this collective bargaining Agreement is entitled to time off, otherwise classified as vacation time. Vacation time shall be as hereinafter set forth and subject to those terms and conditions hereinafter set forth:

A) Every employee employed for a minimum period of time of six (6) months to two (2) years is entitled to ~~five (5) days~~ forty eight (48 hrs) hours vacation.

B) Every employee employed for a period of time of two (2) years to five (5) years is entitled to ~~ten (10) days~~ ninety six (96 hrs) hours vacation.

C) Every employee employed for a period of time of five (5) years to, but less than, ten (10) years is entitled to vacation time as follows:

~~Fifteen (15) days one hundred forty four (144 hrs) hours plus an additional "split day" day for every year until the employee reaches ten (10) years of employment.~~ as follows;

- At five (5) years, ten (10) hours added; 154 hours
- At six (6) years, fourteen (14) hours added; 168 hours
- At seven (7) years, ten (10) hours added; 178 hours
- At eight (8) years, fourteen (14) hours added; 192 hours

Article 16, Section 1C shall apply to Chris Tardie and Jason Rodrigues and they shall be deemed grandfathered into this split day schedule. A reformed vacation scale will be adopted between the Union and the District to address new hires.

D) Each employee employed for a period of fifteen (15) years or more is entitled to ~~twenty five (25) days~~ two hundred forty (240 hrs) hours of vacation time.

MEMORANDUM OF AGREEMENT

4. Article 16, Section 2 of the Agreement is hereby modified and amended as follows:

All employees are entitled to the vacation days schedule set forth in Section 1 in any New Year of successive employment. Said right to vacation days time commences at the start of each New Year of employment and shall not require the employee to work for one day in the New Year. For purposes of payment and accrual, the aforesaid New Year shall commence at the start of the District's fiscal year which is November 1st of each year.

5. Article 16, Section 3 of the Agreement is hereby modified and amended as follows:

Each Firefighter may reserve in any one period ~~one week's~~ forty eight (48) hours vacation days time to be utilized in the immediate subsequent year. Any other vacation time not used is lost.

6. Article 16, Section 5 of the Agreement is hereby modified and amended as follows:

Effective 11/1/11 Specific to Platoon Rotation (24hour shift)

In the event a Firefighter on Platoon rotation (24's) utilizes vacation time, said Firefighter will be charged one (1) vacation day for the day portion of said day, and/or one (1) vacation day for the night portion of said day of vacation leave. One twenty four (24) hour shift off duty on vacation will be considered two (2) vacation days utilized as provided for in Article 10, Section 4. Vacation day use shall average between days and nights evenly annually.

7. Article 17 of the Agreement is hereby modified and amended as follows:

Employees of the District covered by this Agreement shall be granted uniformly an additional one day pay for each of the following Holidays in an amount equal to one-fourth (1/4) of his regular weekly wages added to the weekly salary during which the Holiday occurs.

New Year's Day	the first of January
Labor Day	the first Monday in September
President's Day	the third Monday of February
Columbus Day	the second Monday of October

MEMORANDUM OF AGREEMENT

Page 5 of 7

Article 17 continued...

Memorial Day	the last Monday of May
Armistice Day	the eleventh of November
Independence Day	the fourth of July
Thanksgiving Day	the fourth Thursday in November
Victory Day	the second Monday in August
Christmas Day	the twenty fifth of December

8. Article 18 of the Agreement is hereby modified and amended as follows:

Section 1. Each employee of the District covered by this Agreement shall be entitled to sick leave at the rate of one and one-half (1 ½) days per month after six months of fulltime employment. Absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the employee's sick leave as herein specified. Days of absence due to injuries and/or illness and/or enforced quarantine contracted in the line of duty shall not be subtracted from the employee's sick leave as herein specified.

Section 2. All employees will have a total of thirteen (13) days of sick time per year and five (5) personal days per year. For purposes of payment and accrual, said sick days and personal days shall be credited at the commencement of the District fiscal year, i.e. November 1st of each year. In the event that the employee does not use all personal days, the days not used will revert back to and be categorized as "banked" sick days.

Section 3. Sick Bank; employees may accumulate up to one hundred eighty (180) "banked" sick days (sick bank) during their employment with the District.

MEMORANDUM OF AGREEMENT

Page 6 of 7

Section 4. Family Sick; sick leave shall also be granted for attendance upon a member of the family within the household of the employee whose illness requires the care of such employee.

Section 5. Sick leave may be used as a ten (10) hour day and/or a fourteen (14) hour night tour, or as an eight (8) hour day tour if assigned to Platoon E.

Section 6. During the course of an employee's employment, if an employee is absent from work due to sickness for a period of time of three (3) consecutive ~~days~~ shifts or greater, than the employee upon returning to work shall present a physician's note to the Chief justifying the absence due to illness if requested.

Section 7. Any employee terminated for just cause forfeits all sick, compensatory and vacation time.

Section 8. Upon voluntary termination, employees with a minimum of ten (10) years of service will receive five (5) days wages of accrued sick leave of pay for each year of service up to a maximum of twenty (20) years. Accrued sick leave payment based upon a daily rate of one fifth (1/5) his weekly rate of compensation at the time of his death or retirement. In the event of the employee's death, accrued sick leave lump sum payment shall be paid to the employee's estate, or to the employee's widow/widower, or to the employee's children as the case may be.

MEMORANDUM OF AGREEMENT

Page 7 of 7

9. Article 21 of the Agreement is hereby modified and amended as follows:

All Firefighters assigned to Platoons A through D shall be entitled to ~~three (3) days~~ four (4) shifts bereavement leave without loss of pay for the death of a member of the Firefighter's immediate family. Platoon E shall be entitled to five (5) shifts bereavement leave. Immediate family is defined to include and to be specifically limited to wife, husband, daughter, son, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other person who is living within the same household. The ~~three (3) days~~ entitled bereavement leave shall be used consecutively.

10. The remaining provisions of the collective bargaining Agreement of the parties shall remain in the full force and affect and this memorandum shall be construed to permanently replace the affected Articles of Agreement upon ratification, pursuant to the rights and obligations of the parties in accordance with the collective bargaining Agreement.

11. This memorandum shall take effect upon ratification by the bargaining unit on behalf of the Union and ratification by the Chairman of the Board of Fire Commissioners on behalf of the Albion Fire District.

IN WITNESS WHERE OF, the duly authorized representatives of the parties have executed this Agreement as set forth below.

IAFF, LOCAL 3023, ALBION

By: [Signature]
Jason Rodrigues
Vice President Local 3023

Witness: [Signature]

Printed: Richard A. Andrews

ALBION FIRE DISTRICT

By: [Signature]
Michael Allen
Chairman Board of Commissioners

Witness: _____

Printed: _____

MEMORANDUM OF AGREEMENT

This agreement made by and between the Albion Fire District (hereinafter referred to as the District) and the International Association of Firefighters (hereinafter referred to as the Union) shall constitute a modification and amendment to the terms of the Employment Contract between the parties currently in effect governing the terms and conditions of employment for Union members who are firefighters employed by the District.

1. **MODIFICATIONS:** The modifications and adjustments set forth herein shall be mutually binding upon the parties as if fully set forth in the contract between the parties.
2. **EMPLOYMENT/DUTIES:** The parties hereto covenant and agree that two members of the Union have been performing additional duties on behalf of the District. In this regard, the following officers have accepted responsibility for tasks associated with items set forth below:
 - a.) Lieutenant Chris Tardie--HazMat/EMS Officer; Assistant Fire Marshall
 - b.) Lieutenant Jason Rodrigues--Building Maintenance Officer and Apparatus Repair Officer

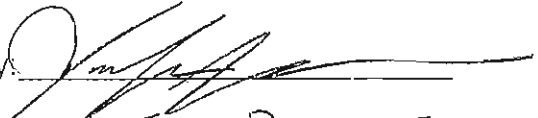
The parties hereto (as well as the individual union members named above) have agreed that the duties and responsibilities associated with the positions referenced shall be carried out as determined by the Fire Chief of the Albion Fire Department.


3. **COMPENSATION:** The parties further mutually covenant and agree that the compensation for the additional duties associated with the positions enumerated in paragraph 2 herein shall be set at \$1,250.00 per year. The payment of said additional compensation shall be made by the District to the officers on a bi-weekly basis and may be included in the regular payroll check for each individual officer. Said payment terms or schedule of payments may be modified from time to time as mutually agreed to by the officers and the fire chief. Any change in the amount of compensation shall not be made unless previously approved by the Board of Commissioners of the Albion Fire District.
4. **MISCELLANEOUS PROVISIONS:** Nothing herein set forth shall be construed to establish and "past practice" for contractual negotiations or bind the parties beyond the specific terms and conditions establish herein.
5. **AUTHORIZATION:** The fire chief of the District is authorized to execute this contract and any subsequent changes or modifications thereto. All actions, damages, agreements and/or modifications to the contract, including but not limited to original execution, shall be ratified by a vote of the Board of Fire Commissioners of the Albion Fire District. The parties understand and agree that any contractual provisions or actions shall not be binding upon the Albion Fire District without ratification and consent by the said Board of Fire Commissioners.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives and such Contract shall be effective with the latest signing below.

IAFF (UNION):

ALBION FIRE DISTRICT;

By: 
Name: JASON RODRIGUES
Title: LIEUTENANT / VICE PRESIDENT L-3023
Date: 7/20/13

By:  (witness)
Name: Richard Andrews
Title: Fire Chief, Albion Fire Dept.
Date: 7/4/13


Chairman Board of Commissioners

MEMORANDUM OF AGREEMENT

Page 1 of 2

Agreement made this 29 day of August, 2012 by and between the International Association of Firefighters AFL-CIO Local 3023 (hereinafter referred to as the "UNION") and the Albion Fire District, Lincoln, RI (hereinafter referred to as the "DISTRICT").

Whereas, the parties have entered into a collective bargaining Agreement dated November 1, 2011 (hereinafter referred to as the "AGREEMENT") which sets forth the rights and obligations of the parties in employment of the members of the Union within the District; and

Whereas, the parties desire to modify and amend the terms of the aforesaid Agreement;

In consideration of the mutual covenants and agreements by and between the parties it is hereby agreed as follows:

1. Article 9 of the Agreement is hereby modified and amended as follows;

Salaries for the employees of the District covered by this Agreement shall be as follows:

<u>Rank</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
Captain	\$46,384.77	\$49,335.00	\$50,568.00
Lieutenant	\$44,805.12	\$46,985.00	\$48,160.00
Private	\$43,655.31	\$44,748.00	\$45,867.00
Probationary Firefighter	\$40,297.22	\$40,680.00	\$41,697.00

Salaries shall be paid in twenty-six (26) payments/bi-weekly installments.

MEMORANDUM OF AGREEMENT

Page 2 of 2

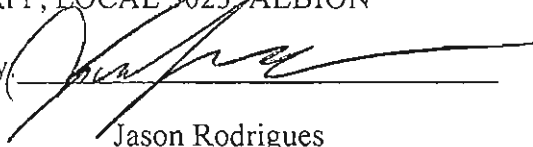
2. The remaining provisions of the collective bargaining Agreement of the parties shall remain in the full force and affect and this memorandum shall be construed to permanently replace the affected Articles of Agreement upon ratification, pursuant to the rights and obligations of the parties in accordance with the collective bargaining Agreement.

3. This memorandum shall take effect upon ratification by the bargaining unit on behalf of the Union and ratification by the Chairman of the Board of Fire Commissioners on behalf of the Albion Fire District.

IN WITNESS WHERE OF, the duly authorized representatives of the parties have executed this Agreement as set forth below.

IAFF, LOCAL 3023, ALBION

By: _____



Jason Rodrigues
Vice President Local 3023

Witness: _____

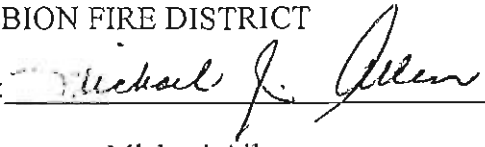


Printed: _____

10/14/12


ALBION FIRE DISTRICT

By: _____



Michael Allen
Chairman Board of Commissioners

Witness: _____



Printed: _____

10/14/12