

Town of East Greenwich, Rhode Island

and

East Greenwich Firefighters Association
IAFF Local 3328

Personnel Policies and Contractual Agreement

July 1, 2016

To

June 30, 2019

SECTION 1 AGREEMENT

1-1 Pursuant to the provisions of Title 28, Chapters 7 and 9 of the Public Laws of the State of Rhode Island, this agreement is made and entered into this 14th day of March 2016 A.D., by and between the Town of East Greenwich and the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO.

1-2 The Town of East Greenwich recognizes the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO as the exclusive bargaining agent for all permanent employees of the East Greenwich Fire Department except the Chief and Deputy Chief of the Department.

1-3 This agreement shall be for a term of three (3) years, commencing July 1, 2016 and ending June 30, 2019.

TOWN OF EAST GREENWICH

EAST GREENWICH FIREFIGHTERS
LOCAL 3328, I.A.F.F. AFL-CIO

BY:

BY:

Town Manager

President

Peter A. Clarkin (Town Solicitor)

BY:

Vice President

BY:

Secretary/Treasurer

BY:

Executive Board Member

BY:

Executive Board Member

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SECTION 3 DEFINITIONS

ADMINISTRATIVE POSITION: Any position, which is usually staffed only during normal business hours on Monday through Friday, holidays excluded. Present administrative positions are: "Fire Marshal" and "Chief Clerk"

APPOINTMENT: The designation of a person, by due authority, to become an employee in the position, and his/her induction into employment in such position.

CALL BACK: Time spent, in excess of the normally assigned work hours, after having left the premises of the employer.

CHIEF: The duly appointed Chief of the East Greenwich Fire Department or any of the duly appointed Deputy Fire Chiefs of the Department.

COLLATERAL DUTIES: Any duties performed by any employee other than normally assigned duties, other than during his/her normally scheduled work period. Examples of collateral duties include Training, Communications Division, Fire Prevention Bureau assistance, EMS Coordinator, Safety Officer, Haz-Mat Officer, and Health and Wellness Coordinator.

COMPENSATORY TIME: Time off, during normally scheduled work hours granted in lieu of monetary compensation for overtime or call back consistent with legal requirements.

DAY: Any one of the calendar days in a month.

ELIGIBILITY LIST: A list of names of persons who have been found qualified through suitable tests or through reinstatement for employment.

ELIGIBILITY LIST (CAPTAIN): A list of names of employees who have passed the promotional list for Captain.

ELIGIBILITY LIST (LIEUTENANT): A list of names of employees who have passed the promotional exam for Lieutenant.

FULL TIME EMPLOYEE: Any member of the Department whose regular work schedule as described in section 36 or 51 of this agreement exceeds an annual average of thirty (30) hours per week.

GENDER: Every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

GRIEVANCE: Any unresolved question or dispute regarding conditions of employment.

HSA / HRA: Health Savings Account / Health Reimbursement Account.

HDHP: High Deductable Health Plan.

IMMEDIATE FAMILY: Includes spouse, son, daughter, brother, sister, parent, grandparent, grandchild, half-brother or sister, or in-laws of the same relations, significant other and legal guardian or other person who stands in the place of a parent.

OVERTIME: Time, other than call back, during which a full-time employee is on duty, working for the Department in excess of regularly scheduled work hours as calculated in section 36 or 51 of this agreement. Overtime applies only to that time authorized to be worked by the appointing authority in accordance with the provisions of this agreement.

PAY PERIOD: A One-week period beginning on a Sunday at 0700 and ending on a Sunday at 0700.

PAY RANGE: The minimum and maximum pay rates, together with the intermediate rates, if any, established for a position.

PAY STEP: Each of the regular increments in a pay range.

PERMANENT STATUS: The rights and privileges granted to an employee who has been appointed to a position after certification from an eligibility list or as otherwise provided by this agreement, and completion of probation.

POSITION: Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time or occupied full-time.

RESIGNATION: The voluntary termination of employment by an employee.

RETIREMENT BASE PAY: Base pay for retirement purposes shall include hourly wage, longevity pay, holiday pay, and school incentive pay.

SENIORITY: The status attained by length of continuous employment with the Department.

SICK LEAVE: Time off, without loss of pay, granted under the provisions of section 15 of this agreement.

TOWN: Town of East Greenwich/Town Council/Town Manager

TRAINEE: All individuals who have been accepted as an employee by the East Greenwich Fire Department while serving a twelve (12) week training period. This training period can be lengthened by the Chief for up to an additional two (2) weeks if, in the opinion of the Chief a particular trainee requires additional training. Trainees shall be paid 100% of a Probationary Fire Fighter pay and receive only health and life insurance while a trainee.

VACANCY: A vacancy exists when there is a budget appropriation for the position, and when no person holds or claims to hold the position. All existing Administrative Positions covered by this Agreement shall be filled within ninety (90) days of being vacated unless mutually agreed upon by Local and the Department or unless the Department has good cause for extending beyond ninety (90) days.

VACATION DAY: One (1) ten (10) hour day shift, or one (1) fourteen (14) hour night shift for those employees assigned to the four platoon system; One (1) regular work day for those employees assigned to administrative positions.

VACATION WEEK: Two (2) day shifts and two (2) night shifts or any combination thereof totaling four (4) shifts (but not more than 48 hours total) for those employees assigned to the four platoon system; Five (5) regular work days for those employees assigned to administrative positions.

WORK DAY: A ten (10) hour day shift or a fourteen (14) hour night shift for those employees assigned to the four platoon system; An eight (8) hour work period for those employees assigned to Fire Marshal position A seven (7) hour work period for those employees assigned to the Chief Clerk position. All of the above shall be in accordance with section 36 or 51 of this agreement.

WORK WEEK: Compensated 42 hours: Averaged over an 8 week cycle.

SECTION 4 MANAGEMENT RIGHTS

4-1 The Department retains all the powers and rights to:

- a. Direct said employees in the performance of their duties.
- b. Determine the mission of the Fire Department and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.
- c. Determine the size and composition of the work force.
- d. Suspend, discipline or discharge employees for just cause.
- e. Lay off employees.
- f. Take actions as may be necessary to carry out the mission of the Department in emergencies.
- g. Hire, schedule, promote, demote, transfer and assign employees in accordance with the applicable sections of this agreement.
- h. Recruit, select, and determine the qualifications and characteristics of employees in accordance with the applicable sections of this agreement.
- i. Train or retrain employees.

SECTION 5 NO STRIKE CLAUSE

5-1 Since employees provide a service to the public whose interruption in many instances may be detrimental to public safety, no employee shall engage in any work stoppage, slowdown, or strike. Any employee engaging in such work stoppage, slowdown or strike shall be subject to immediate dismissal by the Town without any rights to any of the benefits provided by this agreement.

SECTION 6 DUTIES & RESPONSIBILITIES

6-1 The duties and responsibilities of employees assigned to the four platoon system shall be as described below:

- a. Prevention, control and extinguishment of fires within the Fire Department, and shall also include Alarm Operators, Fire Prevention, Fire Communications, Emergency Medical Services ("EMS") and Clerks together with the necessary administrative service functions presently conducted by the Fire Department and as set forth in the rules and regulations adopted by the Department for the management of the Fire Department.

- b. Cleans and performs routine preventive maintenance and inspections of emergency apparatus and/or equipment; Performs routine cleaning of facilities and apparatus. Maintains accurate records, forms and incident reports as directed.
- c. Performs such other and further legitimate duties as prescribed by the Chief of the Department.

6-2 The duties and responsibilities of Captains shall be:

- a. Captains shall have full control of the paid professional firefighters (members of the four platoon system) under their supervision and the apparatus and equipment therein contained, and shall report to the Chief of the Department at once any damage, which their apparatus or any part of it, or furniture may have sustained.
- b. They shall have full charge of their personnel and apparatus at all alarms to which they respond and will be responsible for the conduct of personnel under them at all times.
- c. They shall be responsible for the completion of all daily apparatus & equipment checks and house cleaning chores as required. They shall see that the beds are properly aired and made up each morning in an approved manner.
- d. They shall read all general and specific orders and SOP's and see that every member assigned to the station becomes familiar with the same. They shall have immediate command of their personnel; and be directly responsible for its discipline and condition; and also for the proper care of the apparatus and other equipment in his/her charge; assume command at fires or other emergencies when he/she is the first to arrive and exercise command and control until relieved by a superior officer or until the incident is terminated.
- e. The Captain shall report in writing to the Chief of the Department all accidents that may occur, giving, if possible, the names of persons by whom the facts in the case can be proven. Accidents to personnel and any missed run to any alarm or other emergency shall be reported in like manner.
- f. They shall see that all of the apparatus under their command whether in service or not, is kept in proper condition and ready for immediate use. In case any apparatus in his/her care is at any time in need of repairs, such fact shall be immediately reported to the Chief of the Department.
- g. They shall assign each member of their shift to perform such portions of work at stations quarters as he/she may consider proper, being careful to apportion to each member as equal a share as possible.
- h. The Captain shall report in writing to the Chief of the Department any incapacity, neglect of duty, insolence, disobedience of orders, inefficiency or violation of Department rules, regulation or order on the part of any member of which he/she may have knowledge.
- i. They shall see that electricity and fuel are used with economy and that lights are not burned in stations when unnecessary and shall be held responsible for any waste of either fuel, electricity or water.
- j. They shall conduct themselves in an exemplary manner at all times since his/ her example will determine the pattern followed by the personnel in his/her charge.
- k. They shall be responsible for all records and reports of all incidents to which they respond, prior to the end of their shift.

- l. They shall in cooperation with the Department Training Officer conduct or assist the training officer in conducting Department training and drill from time to time.
- m. The Captains shall perform such other and further legitimate duties as the Chief of the Department may determine.
- n. When the Chief and/or Deputy Chief(s) are not present at the scene of an emergency, the permanent captain shall be in command of the emergency until such time as the Chief and/or Deputy Chief(s) arrive at the scene.
- o. There shall be no out of rank pay for those filling in as a Captain.

6-3 The duties and responsibilities of Lieutenants shall be:

- a. Lieutenants shall have the same duties and responsibilities as described above for Captains.
- b. The lieutenants shall perform such other and further legitimate duties as the Chief of the Department may determine.
- c. When the Chief, Deputy Chief(s) and Captain(s) are not present at the scene of an emergency, the permanent lieutenant shall be in command of the emergency until such time as the Chief, Deputy Chief(s) or Captain(s) shall arrive at the scene.
- d. Members of the East Greenwich Fire Department, up to the rank of Lieutenant who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at out of rank pay which shall be the hourly rate of the officer for whom said member is assuming the responsibilities for. In the case of a firefighter who assumes command of a platoon in the absence of a Captain, he shall be compensated at the rate paid a Lieutenant.

In the event no officer is working on a particular platoon, for whatever reason, such responsibilities shall be assumed at once by the highest ranked on duty firefighter on the promotional list. If there are not any on duty firefighters who are on the promotional list then the firefighter on duty with the most amount of seniority will assume those responsibilities.

SECTION 7 COLLATERAL DUTIES

7-1 Employees who perform collateral duties for the Department shall be considered to be on duty, in the employ of the Department and shall be subject to the same rights, benefits and other aspects of this agreement as well as any statutes relating to employment as he would if he were on duty working his normally assigned shift.

7-2 Effective July 1, 2016 the rate of pay shall be \$24.00/hour. This compensation shall be paid to the employee on the payday which reflects the pay period in which the duties were actually performed, providing a request for payment is properly submitted.

7-3 Effective July 1 2016, the position of Collateral Duty Supervisor shall be instituted. The supervisors shall possess extra levels of skill, training and education in certain fields which are associated with collateral duties. The Chief shall maintain a list of collateral duties eligible for supervisory positions and select each supervisor annually in the first week of January from qualified individuals can make application. Examples of positions the Chief may maintain include the following: Emergency Management Services Coordinator, Training Officer, Safety Officer, Dive Team Leader and Haz-Mat Officer. (The title "Officer" as used herein does not signify rank in the term "position" does

not signify a station of employment). The supervisors shall be responsible for planning, directing and overseeing the collateral to the project's prescribed by the Chief. The rate of pay shall be \$28.00/hour. This compensation shall be paid to the employee on the payday which reflects the pay period in which the duties for actually performed, providing a request for payment is properly submitted.

SECTION 8 LAYOFFS

8-1 When required due to lack of funds or lack of work, employees shall be laid off and recalled in inverse order of seniority.

SECTION 9 PROBATION PERIOD

9-1 Every employee appointed to a position in the service of the East Greenwich Fire Department shall be required to complete a probation period of twelve (12) months before obtaining permanent status.

9-2 An employee may be dismissed at any time during the probation period when, in the judgment of the Chief and the Town, the quality of his work is not such as to merit continuation of employment.

SECTION 10 APPOINTMENTS

10-1 Appointments to newly established positions or appointments to vacant positions, with the exception of the position of Chief and Deputy Chief, shall be offered to present employees of the Department, providing they are qualified for the position being filled.

10-2 Should more than one employee be equally qualified, the most senior employee shall be offered the position first. However, if no employee accepts appointment to the position being offered, appointments shall be made from an appropriate eligibility list in accordance with section 11 of this agreement entitled "new employees".

10-3 Effective August 1, 2012 upon signing the Dispatch agreement between the Local and the Department, the staffing of the Department shall be changed and shall then consist of two officers and three professional firefighters assigned to Station One and two officers and two firefighters assigned to Station Two for a total of nine per platoon. (See section 61 "Chain of Command" for structure) One of the professional firefighter positions on each of the four platoons shall be a "floater" and shall be subject to the provisions of the mutually agreed upon fill-in procedures between the Fire Department and the Local.

10-4 Effective July 1, 2016, one of the floater positions shall become a permanently staffed position. Beginning July 1, 2017, a second floater position shall become a permanently staffed position. Beginning July 1, 2018 the remaining two floater positions shall become permanently staffed positions (See section 61 "Chain of Command" for structure).

10-5 Effective July 1, 2018 the staffing of the Department shall consist of 1 Captain 1 Lieutenant and three firefighters assigned to Station 1 and Two Lieutenants and two firefighters assigned to Station 2 for a total of nine per platoon (See section 61 "Chain of Command" for structure) .

SECTION 11 NEW EMPLOYEES

11-1 The Department shall maintain an eligibility list for the existing position of professional firefighter within the Department, consisting of a pool of eligible candidates who have been determined to be qualified for future employment by the Department. The foregoing shall not be construed so that the Department will use the pool of eligible candidates for filling temporary vacancies where permanent employees of the Department are available for the filling of such vacancies.

11-2 All employees hired for the position of professional firefighter shall meet and maintain the following minimum qualifications:

- a. Be a citizen of the United States of America or have applied for citizenship.
- b. Pass a physical examination, by a physician chosen by and paid for by said Department.
- c. Be within the legal age of employment.
- d. Be a licensed R.I. EMT-C or higher.
- e. Maintain R.I. EMT-C certification during employment.
- f. Successfully complete an evaluation of a criminal and motor vehicle history.
- g. Have a Rhode Island Drivers License.
- h. Maintain the levels of health and fitness necessary for the performance of the "Essential Job Functions" of a firefighter as adopted by the Department on April 22, 2010
- i. Hiring shall be at the sole prerogative of the Town.

11-3 Subject to Federal and state employment law, the children of the deceased East Greenwich firefighter/EMT killed in the line of duty who are named on the Department's eligibility list, shall be first offered the next vacancy for the position of professional firefighter in the events no present Employees are appointed to the position under Section 10-1.

SECTION 12 PROMOTIONS

12-1 The Department agrees that all promotions to positions of a supervisory nature in the same job classification shall be made in accordance with the provisions of section 12-1 through section 12-12 of this agreement. The promotional process for the Captains and Lieutenants position will consist of a test with four (4) parts. The candidate's final position or rank on the promotional list will be based upon the results of a written examination (100 points), a scenario-based Practical Assessment (100 points), and a seniority/personnel jacket review (100 points) and Chief's point's (30) for a potential total score of 330 points.

PART 1: The Written Test Portion of the Examination will be as follows:

The Written Examination will consist of 100 multiple choice questions =100 points.
Passing score minimum of 65% must be achieved to move on in the promotional testing process.
Sources of materials for questions used for Lieutenant and Captain Examinations:

1. The current edition of the Essentials of Firefighting, IFSTA
2. The current edition of Company Officer; IFSTA
3. The current East Greenwich Fire Department Standard Operating Guidelines
4. The current RI Pre-Hospital Care Protocols and Standing Orders

The total points for this section of the Promotional process is = 100 points

PART 2: The Seniority/Personnel Jacket Portion of the Examination will be as follows:

The following values will be used to evaluate each candidate's Personnel Jacket: 50 Point Max.

1. Department Citations: 1 Point Each Citation = 5 Point Max.
2. One-Time Certification Classes: 1 Point Each = 7 Point Max.
 - a. NFPA 1041 Fire Service Instructor
 - b. NFPA 1021 Fire Officer
 - c. NFPA 1521 Fire Department Safety Officer
 - d. NFPA 1002 Pump Operator
 - e. NFPA 1403 Live Fire Trainer
 - f. ICS 300: Intermediate Incident Command Class (RIEMA/NFA)
 - g. ICS 400: Advanced Incident Command Class (RIEMA/NFA)
3. Recertification Classes (active and current licensure): 2 Points each = 8 Point Max.
 - a. Haz-Mat Technician
 - b. NFPA 1031: Fire Marshal Certification
 - c. ASDFM: Fire Alarm Certification
 - d. EMS Instructor-Coordinator
 - e. EMT Paramedic
 - f. PADI Rescue Diver
4. Fire Science Core Curriculum Course: 3 Points Each = 30 Point Max.
5. Associates Degree in Fire Science: 20 points
6. Bachelor's Degree in Fire Science: 25 points

Seniority Points: 2.5 Points for each completed year of employment, no partial credit

Points Deduction:

1. 2.5 Points will be deducted for any Minor Violation of SOG Rules and Regulations in the Candidates Personnel Jacket within the last 12 Months leading to the test date.
2. 4 Points will be deducted for any Major Violations of SOG Rules and Regulations in the candidates Personnel Jacket with in the last 36 months leading to the test date.

The total points for this section of the Promotional Process is = 100 Points.

PART 3: The Practical Assessment portion of the examination will be as follows:

A three (3) Person Assessment Board will be established. The Local and Department will appoint one Board Member each, with the third being an Officer One Grade Above the position being tested, chosen by lottery, from another Rhode Island fire Department.

The above stated Board will administer an oral component based on a "Major Incident" that may occur in the Town. This scenario will be an occupancy within the Town of East Greenwich. The candidate will work through the scenario with as little prompting as possible.

The candidate will be given the "Address" of the structure being used for the scenario ten (10) days prior to the test. However no other information regarding the "type" of scenarios will be given until the actual test begins.

The following information is to serve as a guide for promotional candidates to help them prepare for the assessment:

1. Initial Impression of the Incident: Up to 30 Point Max.
2. Initial Actions: Up to 30 Point Max.
3. Tactical Considerations: Up to 30 Point Max.
4. Other Considerations: Up to 10 Point Max.

The total points for this section of the Promotional Process is figured by averaging the Three (3) Board Members scores = 100 Point Max.

Part 4: Chiefs Evaluation of Job Performance portion of the examination will be as follows:

The Chief may award up to 30 additional points based upon an employee's work ethic, job performance, and leadership ability

A candidate's final standing will be the result of their total of 300 potential points plus the Chief's evaluation for a possible total of 330 points.

12-2 All promotions shall be made from presently employed personnel, based on the results of competitive examinations and seniority.

12-3 Except, as hereinafter provided, promotional eligibility shall remain in effect for a period of three (3) years from the date of their establishment. All promotions shall be made from the top employee on the promotional list. In the event circumstances require a promotional test be given earlier than the established expiration date of an existing list this will be done only after the Department and the Local agree to do so.

12-4 At least three (3) months prior to any promotional examination, notice of such examination shall be posted on the Department bulletin board of each station. Such notice shall contain, among other information, the source of materials from which the written examination will be taken.

12-5 One copy of all source material shall be provided for each fire station for the use of the employees in that station preparing to take such examination.

12-6 The written portion of any promotional examination shall consist of either "multi-choice", "true-or-false", or "fill-in-the-blank" questions, or any combination thereof. No such examination shall consist of "essay-type" questions. The minimum passing grade shall be sixty-five percent (65%). The written portion shall be corrected in the presence of the member, and a representative of Local 3328, immediately after completion if permitted by the testing agency.

12-7 The names of the three (3) individuals receiving the top score on any promotional examination shall be posted in all stations of the Department, showing the scores received. All employees who took

the examination and who placed below the top three (3) scores shall be listed in the order of their total score. All employees who have taken the exam shall be allowed to see their corrected examination and the score of all employees who finished above them in the particular promotional exam.

12-8 No employee shall be eligible to take the examination for a promotion to lieutenant until such employee has served as a full-time professional firefighter for the Department for a period of at least four (4) years. The member must have a minimum of (4) four years as a firefighter by the date of the written test is taken or that member will be ineligible to take the promotional exam.

12-9 No employee shall be eligible to take the examination for a promotion to captain until such employee has served as a full time Lieutenant for a period of at least three (3) years. In the event that there are not enough Lieutenants to take the promotional examination for Captain, then the examination will be opened to all Lieutenants with one (1) year in rank for the Department.

12-10 All promotional examinations shall be provided by a recognized testing organization chosen by the Department after consultation with the Local. The testing organization shall be required, if possible, to provide an answer key for correcting the examination.

12-11 All positions shall be filled from the appropriate promotional list within twenty (20) days after the vacancy occurs.

12-12 Every officer who is appointed shall serve a six (6) month probationary period commencing upon the date of appointment. No employee shall be removed from the officer's position without just cause.

SECTION 13 SENIORITY

13-1 Seniority of full-time employees shall be computed from the date of original appointment unless an employee has been out of the employ of the Department for over one (1) year (leave of absence not included), in which event, seniority shall be computed from the latest date of employment by the Department. In the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). The Department shall maintain a seniority list of all employees and shall furnish a copy of the list to the EGFFA during the first week of November of each year.

13-2 Employees shall be allowed to select station assignments and platoon assignments based on seniority. Employees may exercise their right to select station and platoon assignments in accordance with Section 13-3 of this agreement whenever a vacancy occurs or whenever additional professional firefighter positions are added to the Department.

Seniority for officers shall be computed from the date the officer was appointed to that position, for the purpose of bidding for a vacant position only. In all instances, in the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). A coin toss shall break any further tie.

13-3 When a vacancy occurs on the four platoon system, or when new professional firefighter positions are added, the Department shall within five (5) days of the vacancy post a notice of the vacancy on the Department bulletin boards at both fire stations. Within ten (10) days of posting of the vacancy, the President of the East Greenwich Firefighters Association shall designate a date and time for

the purpose of convening a bid session for the vacancy and any subsequent vacancies which occur during that bid session. The Secretary shall notify all members of the time and date of the bid session. The collective bargaining committee shall convene the bid session and ensure that the vacancy or vacancies are properly filled in accordance with seniority. Within five (5) days of the vacancy bid, Local #3328 shall notify the Chief of the outcome of said bid. Transfers to any new station or platoon assignments shall be made no later than 30 days following completion of the bid session.

In addition to the vacancy bid, an annual bid shall be held during the first week of November each year for a voluntary bidding. These transfers would go into effect after January 1st and be completed by January 15. Within five (5) days of the Annual Bid, Local #3328 shall notify the Chief of the outcome of said bid.

If the place selected for the bid session is other than a Station of the Department the bid session shall be free of alcohol at all times.

13-4 Selections made during the bid session shall be allowed providing that they do not adversely affect the following minimum assignment qualifications:

- a. Each of the four platoons shall have permanently assigned no more than three (3) probationary firefighters. Two (2) at Station One and one (1) at Station Two.

13-5 The Department and the Association agree that the requirements listed in section 13-4 a apply only to the permanent assignment of personnel and that at various times these requirements, on a temporary basis will not always be met by the Department or the Local.

13-6 Members of the four platoon system who shall at any time voluntarily elect to change platoons, when such change is permissible under the terms and conditions of this agreement, shall be responsible to work all hours necessary to effectuate the change without any financial cost to the Department.

SECTION 14 VACATIONS

14-1 All full-time employees shall be granted vacation in accordance with the following schedule on their anniversary date:

- a. Upon completion of one (1) year of employment, Twelve (12) Days.
- b. Upon completion of five (5) years of employment, Sixteen (16) Days.
- b. Upon completion of ten (10) years of employment, Twenty (20) Days.
- c. Upon completion of fifteen (15) years of employment, Twenty Four (24) Days.
- d. Upon completion of Twenty (20) years of employment, Twenty Eight (28) Days.

14-2 Employees assigned to the four platoon system shall be allowed to select vacation time at an annual vacation pick. However, no more than two members of the four platoon system shall be allowed to be on vacation on the same day except on the Christmas Eve day and night shifts and the day and night shifts of December 25 when three members shall be allowed vacation simultaneously.

14-3 In recognition of the fact that unusual or emergency situations may arise which might leave the Department shorthanded during vacation periods, the parties thereto agree that the Chief shall have the right under such circumstances and emergencies to cancel an employee's vacation, but shall reschedule such vacation at some other time agreeable to the employee involved.

14-4 When selecting vacation time, choice of vacations on each platoon shall be made by seniority by date of hire.

14-5 Unused vacation hours may be accrued for a maximum of one (1) year, in addition to the current year's allotment. Unused vacation days in excess of the foregoing accrual shall be forfeited. Upon retirement, disability, death or voluntary resignation from the Department, the Department shall pay the full amount of accrued, unused vacation hours to the employee or in the event of his death, to the estate of the employee. This amount shall be determined by multiplying the number of accrued, unused vacation days times the current hourly rate of pay which the employee would be receiving if he were to continue in the employ of the Department. Accordingly a vacation day is equal to twelve (12) hours.

14-6 Employees who are on vacation status who become sick or are injured may change their status from "on vacation" to "on sick leave". The employee shall report the change in status to the Engine 1 Officer who shall indicate the change in the daily log. If the Engine 1 Officer is not available, the report shall be made to the Rescue 1 officer.

14-7 Unless mutually agreed upon no vacation leave shall be credited or taken in advance.

SECTION 15 SICK LEAVE

15-1 Verification of illness may be requested by the Town after three (3) consecutive working days.

15-2 All full-time employees assigned to the four platoon system shall earn sick time at a rate of fourteen (14) hours per month of employment with the Department.

15-3 These hours may be accumulated from year to year. Commencing on July 1, 2016 and each July 1 thereafter, all full-time employees shall be paid for unused, accrued sick leave in accordance with the following schedule:

15-4 Amount of payment:

- a. LESS THAN 725 HOURS ACCRUED: Any full-time employee who, as of June 30, of each year has a sick leave account of less than 725 hours shall not be eligible to receive payment for unused sick leave.
- b. More than 725 HOURS ACCRUED: Any full-time employee who, as of June 30, of each year, shall be paid for eighty-four (84) of those hours. Those 84 hours shall then be deducted from the employees sick leave account. Payment shall be made on the first payday occurring in July of each year and shall be based on the employee's hourly rate of pay as of June 30, of that year.

15-5 Upon retirement, disability or death, Employees shall be entitled to recover up to 816 hours of accrued and unused sick leave benefits, and be paid by the Department a lump sum payment for such hours at a rate of pay equal to 50% of the Employee's hourly rate of pay.

15-6 All full-time employees who are out sick and are eligible to collect T.D.I., sick leave payments, or insurance compensation, may collect all three at the same time.

15-7 Unless mutually agreed upon no sick leave shall be credited or taken in advance.

SECTION 16 MILITARY LEAVE

16-1 Full-time employees who are members of the Rhode Island National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay, in addition to vacation leave, when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period of not more than twenty-one (21) consecutive days during each calendar year. Excepting and providing that when the Chief Executive Officer of the State of Rhode Island or the Chief Executive Officer of the United States of America declares that a state of emergency exists then, in that event, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period or periods, whether or not consecutive, not to exceed twenty-one (21) days during each calendar year. An employee shall be paid his regular salary for the period of time so served less whatever amount such employee may receive as military pay.

SECTION 17 PERSONAL LEAVE

17-1 All full-time employees shall be granted time off with pay, not to exceed two (2) working days per year. This leave shall be reported as "Personal Leave".

17-2 The members of the four platoon system shall not be allowed to use their personal leave days in contravention of the vacation provisions of Section 14-2 pertaining to Christmas Eve day and night shifts, Christmas day and night shifts.

SECTION 18 BEREAVEMENT LEAVE

18-1 All full-time employees shall be granted time off with pay in the event of a death in the immediate family. Time off shall begin from the time the employee has been notified and shall continue through the twenty four (24) hour period following the burial of the deceased.

18-2 In the event of the death of an aunt, uncle, cousin of an employee where attendance at the deceased funeral is compelling, or in the event that an employee is chosen to serve as a pall bearer at a funeral, the employee shall be granted two (2) workday's of leave with pay to attend the funeral of the deceased if such funeral takes place on the employees scheduled work day. This leave shall be reported as "Bereavement Leave"

SECTION 19 EMERGENCY LEAVE

19-1 Any employee may be granted while on duty emergency leave with pay, when called home in the event of an emergency. Granting of this leave shall be at the discretion of the Officer in charge. This leave shall be reported as "Emergency Leave".

SECTION 20 QUARANTINE LEAVE

20-1 Employees shall be granted leave with pay during absence due to enforced quarantine when established and declared by the Department of Health or a qualified physician, for the period of such quarantine only. This leave shall be reported as "Quarantine Leave".

SECTION 21 BARGAINING LEAVE

21-1 Employees may choose an Executive Board composed of not more than five (5) members of the bargaining unit to bargain for wages and fringe benefits. The Department shall provide a qualified replacement for any member of this Board not to exceed three (3) members when, during said members normally assigned shift, his presence is required to report to a location remote from his normally assigned workplace for the purpose of negotiating sessions with the Chief and/or the Town as well as for conferences with the Association membership when said conferences are for the purpose of explaining or ratifying this agreement. This leave shall be reported as "bargaining leave".

21-2 Members of the Fire Department covered by this Agreement who are members of the Union's Executive Board, not to exceed three (3) members at any one time, shall be allowed reasonable time off to attend meetings with the Rhode Island State Fire Fighters Association and State and National Conventions of the International Association of Fire Fighters without loss of pay and without the requirements to make up such time.

21-3 In addition to the foregoing, employees who are members of the Union's Executive Board, not to exceed three (3) members, shall be allowed reasonable time off without loss of pay and without the requirements to make up time for bargaining unit business in connection with conferences with its' attorney or Union representative regarding contract negotiation matters and/or arbitration matters concerning the Collective Bargaining Agreement and similar time off for conferences relative to bargaining unit grievances and grievance arbitration and attendance to such grievance arbitration hearings.

SECTION 22 INJURED ON DUTY LEAVE

22-1 Any full-time employee who sustains an injury and/or who contracts an illness in the line of duty shall receive such benefits as are provided by the statutes of the State of Rhode Island for the illness or injury or until such time that a disability retirement settlement is agreed upon. Any reimbursement from insurance carriers provided by the Town shall be submitted to the Town. This leave shall be reported as "Injured on Duty Leave".

Any employee who sustains an injury and/or contracts an illness in the line of duty shall have the right to see a specialist of his/her choice from the staff at a hospital for initial treatment and/or treatment at the selected physician's office chosen by the employee.

Any employee who remains away from duty for a period of sixty (60) days due to injury or illness shall be evaluated by the Town physician to determine an ability to return to duty.

Such examination shall evaluate whether or not the employee has reached maximum medical improvement. If this degree of improvement has not been reached the employee shall be granted an additional six (6) month recovery period. Such additional time periods shall be granted a maximum of eighteen (18) months consecutive months.

If the findings of the Town's physician's evaluation determine that the employee has reached maximum medical improvement, then the member shall be allowed to submit the findings of his/her treating physician for agreement or disagreement. If these two physician's disagree on the level of improvement, these two physicians' shall agree on a third physician (Neutral), whose area of specialty is consistent with the injury or illness to make a final determination, which shall be final and binding. The

neutral physician shall specialize in the particular area of said member's injury or illness. The neutral physician shall be selected by the member's physician and the Town's physician.

When a determination of maximum medical improvement of an injury or illness is reached at any time the affected member shall be processed immediately for the appropriate disability retirement in accordance with R.I.G.L. Section 45-21.2-9. Such employee shall continue in the employ of the Fire Department for the lesser of (6) six months from the date on which he/she has been examined by three (3) physicians engaged by the State Retirement Board or the period from the date of application to the date on which such application is approved, provided, however, that he/she shall pay to the Town any retirement benefits received for the period from the date of application to the date of termination of employment. If the retirement board shall find that such employee is not permanently incapacitated for further service, and shall deny his/her pension, he/she shall remain in the employ of the Fire Department pursuant to Section 45-19-1 of the General Laws, provided, however, that if he/she does not return to work within six (6) months thereafter, application for disability retirement shall again be made to the State Retirement Board.

SECTION 23 JURY SERVICE LEAVE

23-1 Employees who are required by due process of law to render jury service or other court service during their normally scheduled days on duty shall receive their normal pay while performing such service less whatever amount such employee may receive as compensation for his services to the court. Time so served for the court shall be deemed active service with the Department. Such leave shall be reported as "Jury Leave".

SECTION 24 WITNESS LEAVE

24-1 Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his duties and/or position with the Department. If required to appear during off duty hours, the employee shall be compensated under the call-back and/or overtime provisions of this agreement. To establish eligibility for this compensation, the employee must provide documentation to the Chief.

24-2 All compensation received from the State for this service shall be submitted to the Department. Mileage allowances for such services may be retained by the employee.

SECTION 25 LEAVES OF ABSENCE WITHOUT PAY

25-1 Full-time employees shall be entitled to leaves of absence without pay as follows:

- a. **MILITARY LEAVE:** The reemployment of military service veterans shall be in accordance with applicable Federal and State statutes in effect at the time of reemployment.
- b. **DISABILITY LEAVE:** Upon exhaustion of any paid sick and/or injury leave benefits, any employee shall be entitled to a leave of absence for the period of his disability, not to exceed one (1) year, subject to extension. This leave shall be subject to approval of the Town.
- c. **OTHER LEAVES:** Employees may be granted a leave of absence, not to exceed one (1) year for the purpose of furthering his education in a field relating to his fire department activities, or to accept temporary employment or assignment with an agency where such

employment or assignment can be demonstrated to be beneficial to the Department, subject to approval of the Town.

25-2 Upon return from a leave of absence without pay, the employee shall be returned to duty under the terms and conditions as agreed upon in writing by the employee and the Town at the time of granting of the leave.

25-3 All leaves of absence under this article shall be without pay. However, all insurance and medical benefits provided by the Department may be maintained for a period of time which shall be determined by the Town at the time such leave of absence is granted.

SECTION 26 WAGES

26-1 Employees assigned to the four platoon system shall receive the rate of pay as indicated below for the first year of this contract:

	Effective 7/1/2016	Effective 7/1/2017	Effective 7/1/2018
a. First Year of employment	\$21.01	\$21.43	\$21.86
b. Second year of employment	\$24.43	\$24.92	\$25.42
c. After two years of employment	\$26.29	\$26.82	\$27.36
e. Lieutenant rank	\$28.99	\$29.57	\$30.16
f. Captain rank	\$31.89	\$32.53	\$33.18

SECTION 27 HOLIDAYS

27-1 All professional firefighter's shall be entitled to twelve (12) full paid holidays per year. Holiday pay, shall be computed by multiplying the employee's hourly rate times 12 hours for all holiday. Holiday pay shall be paid to all employees assigned to the four platoon system, regardless of their duty status on the day the holiday is celebrated.

27-2 Holiday pay shall be paid on the first payday reflecting the pay period during which the holiday(s) was celebrated by the Department.

27-3 In addition to Holiday Pay, employees who are required to work on a holiday as outlined in the following section shall be compensated at the rate of time and one-half for the hours actually worked.

27-4 The twelve full holidays recognized by the Department and the dates they are celebrated by the Department are as follows:

- a. Full Holidays:
 - 1. New Years Day..... January 1
 - 2. Martin Luther King Day..... 3rd Monday in January
 - 3. President's Day..... 3rd Monday in February
 - 4. R.I, Independence Day May 4
 - 5. Memorial Day.....Last Monday in May
 - 6. Independence Day.....July 4

- 7. Victory Day.....2nd Monday in August
- 8. Labor Day.....1st Monday in September
- 9. Columbus Day.....2nd Monday in October
- 10. Veteran's Day.....November 11
- 11. Thanksgiving Day.....4th Thursday in November
- 12. Christmas Day.....December 25

SECTION 28 LONGEVITY PAY

28-1 All full-time employees shall be entitled to longevity pay based on length of time of employment with the Department. Longevity pay shall be paid in a lump sum on the first payroll date following the anniversary date of each employee, in accordance with the following schedule:

SERVICE	RATE
Upon completion of 3 years	3.5%
Upon completion of 5 years	6.5%
Upon completion of 10 years	8.0%
Upon completion of 15 years	9.0%
Upon completion of 20 years	9.5%
Upon completion of 25 years	10.0%

28-2 All full time employees hired after July 1, 2013 shall have the following longevity schedule which shall be at a fixed amount:

SERVICE	RATE
Upon completion of 5 years	\$2,000
Upon completion of 9 years	\$2,500
Upon completion of 12 years	\$3,000
13 to 20 years	\$4,000
21 years	\$5,000

SECTION 29 PENSION PLAN

29-1 All eligible employees shall be enrolled in the Rhode Island Employees Retirement System, Section 45-21.2-6 of the General Laws in Chapter 45-21.2 entitled "Optional Retirement for Members of Police Force and Fire Fighters" to include the Optional Annual Cost of Living increase, Plan C, and shall contribute, through payroll deduction, ten percent (10%) of their base pay. The Department shall contribute an amount, which shall be determined by the State Retirement System.

SECTION 30 MEDICAL AND DENTAL

30-1 The Department shall provide all employees with a primary medical plan annually. Effective July 1, 2014 the Town of East Greenwich and the Local agree to participate in a Health Savings Account (HSA) Blue Cross Health Mate Coast to Coast PPO HDH Plan with the following terms.

- a. Family HSA: This HSA Blue Cross Healthmate Coast to Coast PPO HDH Plan shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Attachment A.
- b. Individual HSA: This HSA Blue Cross Health Mate Coast to Coast PPO HDH Plan shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Attachment A.
- c. Effective FY-14 for those employees not selecting the HSA Plan and subscribing to the HDH Plan for the HRA \$2,000/\$4,000 plan, the Town will self-insure the first 50% of the deductible with the balance being the responsibility of the member.

30-2 The Department shall provide all employees with the Delta Dental plan as follows:

- a. Employees with Dependent children: Level 4 (Employees with dependent children enrolled as a full time student shall have the opportunity to purchase a student rider at the Town's cost.)
- b. Employees with no dependent children: Level 3

30-3 Effective July 1, 1996, any new employee, who is not full time, shall not receive any of the above medical or dental provisions provided for in this section.

30-4 The Department shall replace dentures and/or eyeglasses or contact lenses of employees, which may be lost, damaged or destroyed while on duty.

30-5 Life Insurance:

- a. The Town shall provide no less than \$150,000 of Life Insurance for active members only. The Town's liability as to the life insurance shall be limited solely and exclusively as to the payment of premium cost.
- b. Funeral expenses: The Department shall reimburse the estate of the deceased firefighter killed in the line of duty up to a maximum of \$10,000 for funeral expenses.

30-6 Health Care Buyout: Effective July 1, 2016, an employee may choose to waive the medical and/or dental coverage provided in this agreement. The election must be made no later than July 1st of each year. In the event an electing employee's coverage (outside of the Department) should cease for any reason, said employee shall be allowed to re-enter the Department's plans within thirty (30) days of the Department's receipt of written notice from the employee. As a condition of re-entry, the employee shall pay the Department, in one (1) payment, in advance, the sum equal to the pro-rata balance of the lump-sum payment referred to below:

a. Total Payment to Employment Waiving Coverage:

One Thousand (\$1,000) annually payable to the employee on each payday reflecting each pay period during which the employee was eligible.

Medical coverage for current members of the Fire Department who may retire prior to age 65 will be provided either of the two HDH Plans as required.

Upon reaching age 65 or the age which qualifies for Medicare benefits, the Town agrees to pay for Blue Cross Blue Shield Plan 65 for the retiree and other qualified family members.

SECTION 31 EYE EXAMS AND GLASSES

31-1 The Department shall provide each full-time employee with a maximum of one (1) free eye examination per year if such examination is not available through the medical coverage provide by the Department. The Department shall also provide a maximum of one (1) payment per year of two hundred fifty dollars (\$250.00) toward the purchase of eyeglasses or contact lenses, if so prescribed by an ophthalmologist or optometrist of the employee's choice.

SECTION 32 RETIRED EMPLOYEES BENEFITS

32-1 The Department shall provide retired employees at age sixty five (65), a retiree 65 plan which is applicable to the health plan offered to full-time employees provided such employee has a minimum of ten (10) years of service credits.

32-2 In addition, employees who retire with twenty (20) or more years of service credits at any age up to age 65, shall receive the same medical and dental coverage which is offered to active employees subject to the provisions of section 30 of this agreement entitled "medical and dental". In no event shall medical and dental coverage for the spouse of a retired employee continue once said surviving spouse attains the age of sixty-five (65).

32-3 The Department shall pay 3.3% for each year of service credits toward the cost of the current medical and dental insurance program for any retired employee with a minimum of ten (10) years of service credits.

32-4 In the event of the death of a retired employee, the Department shall provide the surviving spouse with the medical and dental insurance in effect for active or retired employees, whichever is applicable, if requested by said surviving spouse and shall offer annually the same choices of medical and dental insurance as provided for active or retired employees, subject to the provisions of section 30 of this agreement entitled "medical and dental". In no event shall the medical and dental coverage for the surviving spouse of a deceased retired employee continue once said surviving spouse attains the age of sixty five (65).

32-5 Employees who are placed on job related disability retirement by the Rhode Island Municipal Retirement System shall receive the same medical and dental coverage, which is offered to active employees subject to the provisions of section 30 of this agreement entitled "Medical and Dental". In no event shall medical and dental coverage for the spouse of a disability retired employee continue once said surviving spouse attains the age of sixty-five (65).

Employees covered under this section who are on disability pension will be required to use their medical and dental coverage for those injuries sustained in the line of duty.

32-6 Effective June 1, 1999 any retiree who retires from the department, thereafter shall not be entitled to the benefits afforded under Section 32 if the retiree is afforded comparable coverage through other employment, or through a spouse's employment. Employees retiring after June 1, 1999, each year shall be required to sign an affidavit as to any other medical coverage they or their spouse may have. Such affidavit shall be in the form approved by the Department and shall be submitted to the Treasurer of the Department not later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Treasurer after receiving thirty (30) days written notice from the Department by Certified Mail, Return Receipt Requested, and the Department shall be relieved of its obligation to provide continued health care coverage hereunder.

In the event a retiree shall cease to be afforded comparable coverage through other employment, or through a spouse's employment and is otherwise still eligible for benefits hereunder, said retiree shall be allowed to re-enter the Department Plan.

SECTION 33 CLOTHING ALLOWANCE AND UNIFORMS

33-1 The Department shall initially provide to all newly appointed employees assigned to the four platoon system and Fire Marshal position, one Class A uniform, consisting of dress trousers, dress jacket, dress shirt, hat and all appropriate patches, buttons, collar and hat insignias. The Department agrees to provide the initial required tailoring of the Class A uniform. Thereafter, each employee shall maintain a Class A uniform in serviceable condition and shall present such uniform to the Department for inspection purpose when requested on an annual basis.

33-2 Effective July 1, 2016 the clothing allowance shall be \$600.00 for members of the four platoon system and the Fire Marshal. The Department shall initially provide to all newly appointed employees assigned to the four platoon system, Fire Marshal position, one Class B uniform, consisting of three (3) sets of work uniform shirts and trousers, one (1) rescue coat, two (2) badges, and all appropriate patches and collar insignias. Beginning one year after said appointment, each employee shall maintain four Class B uniforms (as set forth in the Department SOG) in serviceable condition and shall present such uniforms to the Department for inspection when requested on an annual basis. The initial issue and all replacement articles of the class B uniform for the employees engaged in fire suppression activities shall conform to the class contained in the appropriate edition of NFPA 1500. Effective July 1, 2017, the clothing allowance shall be \$800.00. Effective July 1, 2018 the clothing allowance shall be \$1000.00.

33-3 In the event that an employee is promoted or permanently assigned to a position other than his/her initial or presently assigned position, the Department agrees to provide any additional uniform items, which may be required for the new position.

33-4 The Department agrees to furnish the above mentioned clothing and accessories as soon as practicable when such clothing is destroyed or mutilated in the line of duty and is not repairable or useable.

33-5 All employees assigned to the four platoon system and Fire Marshal position, who have not been absent from duty for more than six (6) months, shall be issued an annual clothing maintenance of \$1,000 per year. If a member has been absent from duty more than six (6) months the \$1,000 clothing maintenance will be prorated. This payment shall be paid on the first pay period in December.

SECTION 34 TURNOUT GEAR

34-1 The Department shall provide and continually maintain turnout gear as required in the Rhode Island State Fire Safety Code for all employees assigned to the four platoon system and Fire Marshal position. The turnout gear shall include helmet, protective hood, turnout coat, turnout pants, protective gloves and structural firefighting boots. The firefighting boots shall be selected by the employee from a list of approved brands selected by the Fire Department. The decision of when to replace any turnout gear shall be the responsibility of the Fire Department.

34-2 All turnout gear shall remain the property of the Department and any employee who leaves the employ of the Department for any reason shall return said turnout gear to the Department when so requested.

34-3 All clothing, equipment and protective gear provided shall meet the minimum safety requirements of the applicable sections of the Rhode Island State Fire Safety Code.

SECTION 35 REIMBURSEMENT FOR EDUCATIONAL EXPENSES

35-1 All full-time employees covered by this Agreement who provide evidence of having completed job related college courses, or courses needed to complete a job related degree, for which they received passing grades, or job related seminars, and submitted proof of fees paid shall be reimbursed in full for tuition and books, but not exceeding a total of fifteen hundred (\$1,500.00) dollars for any individual for each fiscal year. If at the end of the fiscal year, funds are left over, those funds will be equally divided by the Town among those employees whose costs exceed fifteen hundred (\$1,500.00) dollars, provided however, that the total expenditure does not exceed \$20,000 in each contract year and evidence of the excess costs is submitted.

Travel and living expenses related to taking a course or seminar may be paid at the discretion of the Chief, but living expenses shall only be paid if the course or seminar is located a distance greater than 120 miles (round trip by road measurement) from station one (1).

35-2 The Department shall provide all employees with all education and periodic re-certification which are required as a condition of employment. While attending schools or re-certification programs which are required as a condition of employment, the Department shall provide substitutes for employees assigned to the four platoon system. The substitutes shall be provided in accordance with the established fill-in procedures.

SECTION 36 HOURS

36-1 The regular work schedule for employees assigned to the four platoon system shall be: ten (10) hours on duty followed by fourteen (14) hours off duty, followed by ten (10) hours on duty, followed by twenty-four (24) hours off duty, followed by fourteen (14) hours on duty, followed by ten (10) hours off duty, followed by fourteen (14) hours on duty, followed by ninety-six hours off duty. The ten hour day shift shall begin at 0700 hours and end at 1700 hours. The fourteen hour night shift shall begin at 1700 hours and end at 0700 hours.

36-2 All full-time employees required or ordered to work continuously beyond their normally assigned hours shall be compensated in accordance with section 39 of this agreement entitled "overtime".

SECTION 37 VACANCIES

37-1 Employees on the four platoon system shall be offered the opportunity to fill temporary vacancies on the four platoon system which may occur in any position for any reason. These vacancies shall be filled in accordance with the established written overtime procedures as agreed upon between the Local and the Department and affirmed by signature.

37-2 Employees who are selected to fill a vacancy shall be compensated at their regular rate of pay for the hours worked or at their overtime or call back rate of pay, whichever is applicable under the guidelines of the Fair Labor Standards Act.

SECTION 38 OFFICERS APPLYING FOR CHIEF/DEPUTY CHIEF POSITIONS

38-1 In the event there occurs a vacancy in the position of Chief or Deputy Chief of the Department, all professional firefighters of the rank of Lieutenant or above who possess a minimum of fifteen (15) continuous years of firefighting service for the East Greenwich Fire Department, who are interested in filling the vacancy and apply for such, shall be granted an interview. If said professional firefighter is not advanced in the hiring process he/she shall be provided a written explanation which may, in the firefighters election, remain confidential.

SECTION 39 OVERTIME PAY

39-1 All employees assigned to the four platoon system who work beyond their normally assigned work schedule shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked, except for collateral pay. Overtime pay shall be compensated for to the next one-half (1/2) hour.

39-2 Any full-time employee may elect to receive compensatory time off in lieu of monetary compensation for overtime or call back hours. If so chosen by the employee, compensatory time shall be earned at the same rate as hours earned under the overtime and call back sections above and shall be granted to the employee. Members will be allowed to accumulate no more than eighty four (84) hours of comp time. A member must use all of their remaining comp time prior to resignation or retirement. No member will receive a buyout for comp time.

SECTION 40 CALL BACK PAY

40-1 Any employee assigned to the four platoon system who is called back to duty after he has left his assigned place of employment shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. A minimum of four (4) hours of call back pay shall be paid when an employee is called back to duty. Call back pay shall be compensated for to the next one-half (1/2) hour.

SECTION 41 PRIVATE DETAILS

41-1 a. All employees covered by this Agreement who are assigned to a special duty of a private nature for an employer other than the Department shall be guaranteed a minimum of four (4) hours pay at the rate of \$35.00 per hour for Town sponsored details and \$40.00 per hour for outside or private details. In addition, on the 12 paid holidays outlined in section 23-7 of this agreement, the private detail rate shall be \$80.00 per hour with a four (4) hour guarantee. The Detail rate for any detail paid by the Town of East Greenwich shall be \$35.00/hour with a four (4) hour minimum.

b. Whenever an employee of the Department who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated by said Department 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 R.I. 1956, as amended.

c. 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 Department 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.

SECTION 42 SUBSTITUTIONS

42-1 The right to substitute, at any time, shall be permitted provided however, that permission to substitute for a period in excess of fourteen (14) hours must be obtained from the Chief. Any employee, while substituting for another employee, shall be considered to be on duty, in the employ of the Department and shall be subject to the same rights, benefits and other aspects of this agreement as well as any statutes relating to employment as he would if he were on duty working his normally assigned shift. Effective January 1, 2011, substitutions must be made on an officer for officer or firefighter for firefighter basis.

SECTION 43 WELLNESS INITIATIVE

43-1 It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his duties. When the Chief suspects that the physical condition of an employee constitutes a hazard to himself or to persons or property, he may direct the employee to submit to a medical examination which shall be provided by the Department or if applicable by the medical insurance plan which is provided by the Department.

43-2 The employee shall be compensated in accordance with section 39 of this agreement entitled "overtime pay" or section 40 of this agreement entitled "call back pay" for all time required for such examination when it is for the sole purpose of determining his physical condition relative to employment with the Department.

43-3 It is agreed by the parties that they shall jointly strive to improve the physical fitness and health of all Department employees. To facilitate this common goal, the parties agree to implement a Wellness/Fitness Program utilizing the general concepts as outlined in the Fire Service Joint Labor-Management Wellness/Fitness Initiative endorsed by the IAFC and the IAFF. A Wellness/Fitness Coordinator shall be appointed to facilitate this program.

SECTION 44 SUSPENSIONS

44-1 In the interest of good discipline, the Chief may, for just cause, suspend an employee without pay for any length of time up to thirty (30) calendar days in a single year. No disciplinary suspension or combination of suspensions shall exceed thirty (30) calendar days in one (1) calendar year.

44-2 An employee who is suspended shall, at the time of his suspension, be given a written explanation of the reason(s) for the suspension. However, if cleared of charges, he shall be compensated for all back pay and benefits which would have been afforded him had he not been suspended.

SECTION 45 DISMISSAL

45-1 An employee may be dismissed at any time for just cause ascertained after careful and factual consideration. An employee who is dismissed shall, at the time of his dismissal, be given a written explanation of the reason(s) for his dismissal, and if later reinstated, shall be compensated for all back pay and benefits which would have been afforded him had he not been dismissed.

SECTION 46 GRIEVANCE PROCEDURE

46-1 The following grievance procedure is in no way designed as a vehicle for any employee to refuse orders or to fail to carry out assigned jobs, but rather to define said employees right to redress said orders or job assignments.

46-2 A grievance shall be initiated through the President of the East Greenwich Firefighters Association, Local #3328 I.A.F.F. on behalf of bargaining unit members. The grievance must be presented within ten (10) days of the date on which the grieved employee(s) became aware or should have become aware of the occurrence or it will be considered not to have existed.

46-3 In the event more than one (1) employee is grieved, they shall have the right of appeal as a group as set forth in the following grievance procedure:

46-4 A grievance may be initiated at any step of this grievance procedure if the Chief and the Local mutually agree, in writing, to waive prior steps.

46-5 With the exception of step 3, the time limits prescribed in the following steps may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. It is understood and intended that these time limits will be adhered to by both parties unless so extended in writing, and each party recognizes that its failure to meet such time limits may justify an arbitrator in treating such time limits as only directive in a subsequent proceeding where the other party has failed to meet a time limit.

46-6 Step 1: The grievance shall be first submitted to the Chief in writing. The Chief shall give his answer to the grieved employee in writing within five (5) days from the date of its submission. Nothing herein shall preclude oral presentation, discussion and resolution of disputes.

46-7 Step 2: If the answer in step 1 is not satisfactory to the grieved employee, the grievance may then be submitted in writing to the Town Manager for consideration. Such appeal shall be submitted within ten (10) days of the receipt of the answer in step 1. Upon receipt of the grievance, the Town Manager shall meet with the grieved employee and/or a representative of the Local in an attempt to

resolve the grievance. Within ten (10) days of such meeting, the Town Manager shall deliver their answer, in writing to the employee and/or the representative with whom they met.

46-8 Step 3 Arbitration: If agreement cannot be reached to the satisfaction of the Local via the method set forth in Step 2, Local 3328 shall request arbitration of the grievance in writing to the Town Manager not later than ten (10) days from and after the last decision under Step 2 above. Local 3328 and the Town Manager shall attempt to select an arbitrator within ten (10) days of the request for arbitration and if unsuccessful, Local 3328 shall file a Demand of 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.

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.

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 s/he deems appropriate.

SECTION 47 TRANSFERS

47-1 If the Town and the Local mutually agree to transfer employees from one platoon to another, the parties agree that the transfer shall be done in a manner that will not adversely affect the total hours an employee is compensated for during any pay period.

SECTION 48 PERSONNEL RECORDS

48-1 Personal history records of all employees shall be available for inspection by the employee concerned and by proper Department officials only. When additions, deletions or other changes in an employee's personnel record are made, the employee shall within five (5) days, be notified in writing of such additions, deletions or changes.

SECTION 49 ASSOCIATION DUES

49-1 All employees of the East Greenwich Fire Department, with the exception of the Chief, shall as a condition of employment, be required to become and remain a member of the East Greenwich Firefighters Association IAFF Local 3328.

49-2 The Association shall notify the Department in writing no later than May 31 of each year of the required payroll deduction for each employee and shall notify the Department in writing of any required assessment levied upon any employee by the Association in connection with its responsibilities as the exclusive collective bargaining agent for said employee(s).

49-3 The Department Treasurer shall cause all such required amounts to be deducted from each employees regular payroll and shall issue an itemized check to the Association in sum of the prescribed amounts on the regular payday following the end of each of the fifty two (52) pay periods which occur during the Fire Department fiscal year.

49-4 E.G.F.F.A./Local #3328 I.A.F.F. hereby agrees to indemnify the East Greenwich Fire Department and hold harmless from any and all claims, demands and the cost of litigation for any action arising from the provisions of this section.

SECTION 50 IMMUNIZATIONS

50-1 At the employees request the Town shall provide, for the employee, at the Department's expense, all necessary immunizations and titers.

SECTION 51 ADMINISTRATIVE DUTIES

51-1 Fire Marshal:

- a. Responsible for enforcement of the applicable sections of the Rhode Island State Fire Safety Code.
- b. Performs such other and further legitimate duties as prescribed by the Chief.

51-2. Chief Clerk:

- a. Responsible for the supervision of the accounts of the Fire Department under the supervision of the Chief, Deputy Chief, Town Manager and Town Finance Director.
- b. Responsible for assisting with, as needed, the day-to-day clerical duties associated with the Fire Prevention Bureau, the Communications Division, the Fire Chief and the Deputy Fire Chief.
- c. Perform such other duties as prescribed by the Chief, the Deputy Fire Chief, and/or the Town Manager. These duties include, but are not limited to:
 - Serve as "confidential employee" for personnel and other sensitive information;
 - Maintain detailed and accurate records;
 - Process various applications and permits;
 - Arrange and schedule meetings and appointments and maintain department calendars;
 - Assist with the development, preparation and completion of necessary statistical reports;
 - Order office and building supplies and monitor inventory;
 - Receive HIPPA training and serve as "Keeper of the Records", responsible for processing all requests for copies of ambulance run reports, fire reports, request for records in accordance with applicable State laws and maintain record retention and destruction forms;
 - Review, maintain and store all EMS reports according to State law;
 - Use computer software programs to compile ambulance run reports on a weekly basis for electronic transmission to billing company and to the RI. Dept. of Health-EMS Division;
 - Review all ambulance run reports monthly for accuracy with regard to quality assurance/quality improvement;
 - Review all "224" reporting requirements and maintain reimbursement schedule for the City of Warwick and the ambulance billing company;
 - Compile NFIRS reports monthly for electronic delivery to the State Fire Marshal's Office;
 - Assist with the development, preparation and maintenance of Standard Operating Guides, General Orders, Memoranda and notices for all personnel and stations;

- Assist with Town Manager's Administrative Assistant as needed for all confidential personnel files, for current and past employees, in accordance with established State law and EGFD policies and procedures. These files are currently stored in the Town Hall under the care and control of the Town Manager;
- Assist with the development and preparation of competitive quotes, invitations to bid and request for proposals as directed by the Chief, deputy Chief and Town Manager;
- Assist the Chief, Deputy Chief, Town Manager and Town Finance Director to review current budget projections and prepare upcoming budgets;
- Serve as the Town's point-of-contact-in all healthcare related items until the switch over to the Town's HRA insurance plan on July 1, 2014;
- Maintain contact with the Town's physician and maintain all records concerning Injured-on-Duty (IOD) personnel (ex. Confidential paperwork and appointments) subject to the direction of the Town Manager;
- Maintain a complete list of vendors;
- Serve as accounts payable and accounts receivable contact subject to the direction of the Town Manager and Town Finance Director;
- Assist the Communications Division with receiving and filing all quarterly fire alarm inspection reports;
- Maintain data base and records of all local business and residential alarms, master boxes and street boxes;
- Assist the Chief and the Deputy Chief with writing, managing and submitting grant applications and awards;
- Assist the Chief and Deputy Chief in applying for and maintaining records concerning FEMA Disaster Fund reimbursement and all records associated with personnel, fuel and equipment costs, and any losses as a result of said disaster;
- Perform such other duties as the Chief, Deputy Chief, Town Manager and Town Finance Director may require.

SECTION 52 ADMINISTRATIVE HOURS

52-1 Fire Marshal: Forty (40) hours per week: Monday through Friday, 0800 to 1630, with one-half hour off duty for lunch.

52-2 Tax Office Chief Clerk: Thirty-five (35) hours per week: Monday through Friday, 0830 to 1630, with one (1) hour off duty for lunch.

52-3 The Department and the Association agree that the work schedule listed for the administrative employees may be modified upon mutual agreement of the Department and the Local, providing that the number of actual hours worked during a pay period remains the same.

SECTION 53 ADMINISTRATIVE OVERTIME

53-1 Any full-time administrative employee who is required to work continuously beyond their normally assigned work schedule shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. Overtime pay shall be compensated for to the next one-half hour.

SECTION 54 ADMINISTRATIVE CALL BACK PAY

54-1 Any full-time administrative employee who is called back to duty after he has left his assigned place of employment shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. A minimum of four (4) hours of call back pay shall be paid when an employee is called back to duty. Call back pay in excess of the minimum four hours shall be compensated for to the next one-half hour.

SECTION 55 ADMINISTRATIVE COMPENSATORY TIME

55-1 Any full-time administrative employee may elect to receive compensatory time off in lieu of monetary compensation for overtime or call back hours. If so chosen by the employee, compensatory time shall be earned at the same rate as hours earned under the overtime and call back sections above and shall be granted to the employee at a time, which is agreeable to the employee and the Department.

SECTION 56 ADMINISTRATIVE PAY

Wages for Administrative Personnel shall receive the rate of pay as indicated below:

	Effective 7/1/2016	Effective 7/1/2017	Effective 7/1/2018
56-1 Fire Marshal			
a. First Year of employment	\$24.11	\$24.59	\$25.08
b. Second year of employment	\$28.69	\$29.26	\$29.85
c. After two years of employment	\$31.08	\$31.70	\$32.33
56-2 Chief Clerk:			
Appointment – 2 yrs.	\$17.91	\$18.27	\$18.64
2 years – 3 years	\$19.13	\$19.51	\$19.90
After 3 years	\$21.07	\$21.49	\$21.92
After 5 years	\$23.18	\$23.64	\$24.11

SECTION 57 ADMINISTRATIVE HOLIDAYS

57-1 All employees assigned to administrative positions shall be granted the day off with pay when a holiday is celebrated on a normally assigned work day.

57-2 When a holiday is celebrated on a Saturday, employees assigned to administrative positions shall

be granted the previous day off. When a holiday is celebrated on a Sunday, employees assigned to administrative positions shall be granted the following day off.

57-3 In cases where Christmas Day (December 25) occurs on a Saturday, Sunday or Monday, it shall be celebrated in accordance with the above sections.

57-4 If an employee is required to work on a day which is celebrated by the Department as a holiday, he shall be compensated at a rate of one and one-half times his regular rate of pay for the hours worked in addition to receiving his regular pay.

57-5 Administrative employees who are on vacation when a holiday is celebrated shall not be charged with vacation hours on the date the holiday or half-holiday is celebrated.

SECTION 58 ADMINISTRATIVE VACATION

58-1 Employees assigned to the Chief Clerk position shall be allowed to take vacation in the amounts set forth below which may be taken at their preference:

- a. Upon completion of one (1) year of employment and through two (2) years of employment one week (1).
- b. Upon completion of two (2) years of employment and through five (5) years of employment two weeks (2).
- c. Upon completion of five (5) years of employment and through ten (10) years of employment three weeks (3).
- d. Upon completion of ten (10) years of employment and through fifteen (15) years of employment four weeks (4).
- e. Upon completion of fifteen (15) years of employment and through twenty (20) years of employment five weeks (5).
- f. Upon completion of twenty (20) years of employment six weeks (6).

58-2 Employees assigned to the Fire Marshal position shall be granted vacation in accordance with the following schedule on their anniversary date:

- a. Upon completion of one (1) year of employment, Twelve (12) Days.
- b. Upon completion of five (5) years of employment, Sixteen (16) Days.
- c. Upon completion of ten (10) years of employment, Twenty (20) Days.
- d. Upon completion of fifteen (15) years of employment, Twenty Four (24) Days.
- e. Upon completion of Twenty (20) years of employment, Twenty Eight (28) Days.

SECTION 59 ADMINISTRATIVE SICK LEAVE

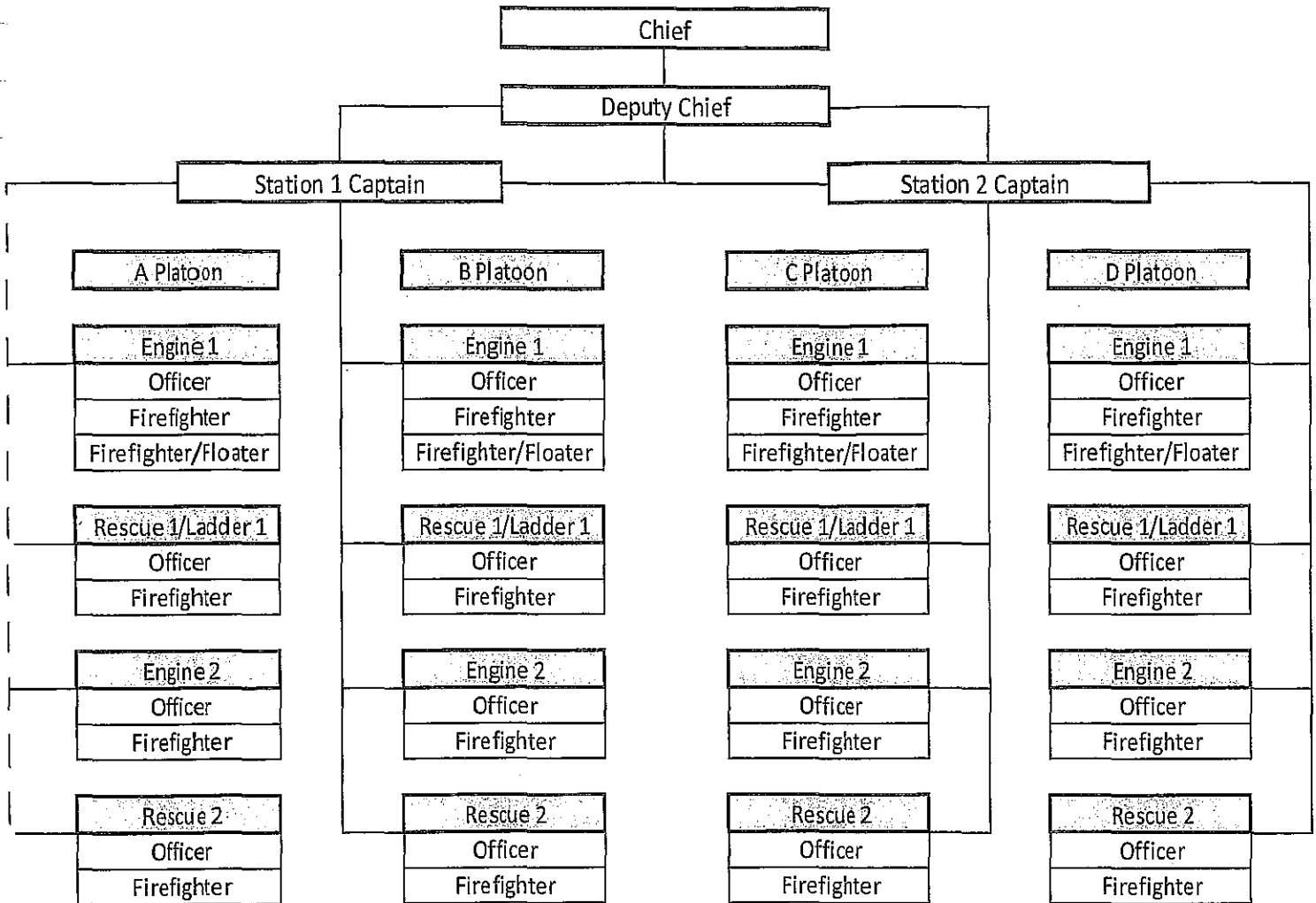
59-1 All full-time employees assigned to administrative positions shall earn sick time at a rate of ten (10) hours per month of employment with the Department.

SECTION 60 EQUAL OPPORTUNITY

60-1 The Fire Department is committed to the policies of equal employment opportunity. The Fire Department will not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to, race, color, religion, national origin, physical or mental disability, veteran's status, pregnancy, sexual orientation, or ancestry, except where a bona fide occupational qualification exists. The Fire Department will make reasonable accommodations to qualified disabled persons to assist them in fulfilling the essential functions of a job, provide that such accommodations do not impose undue hardship upon the Fire Department.

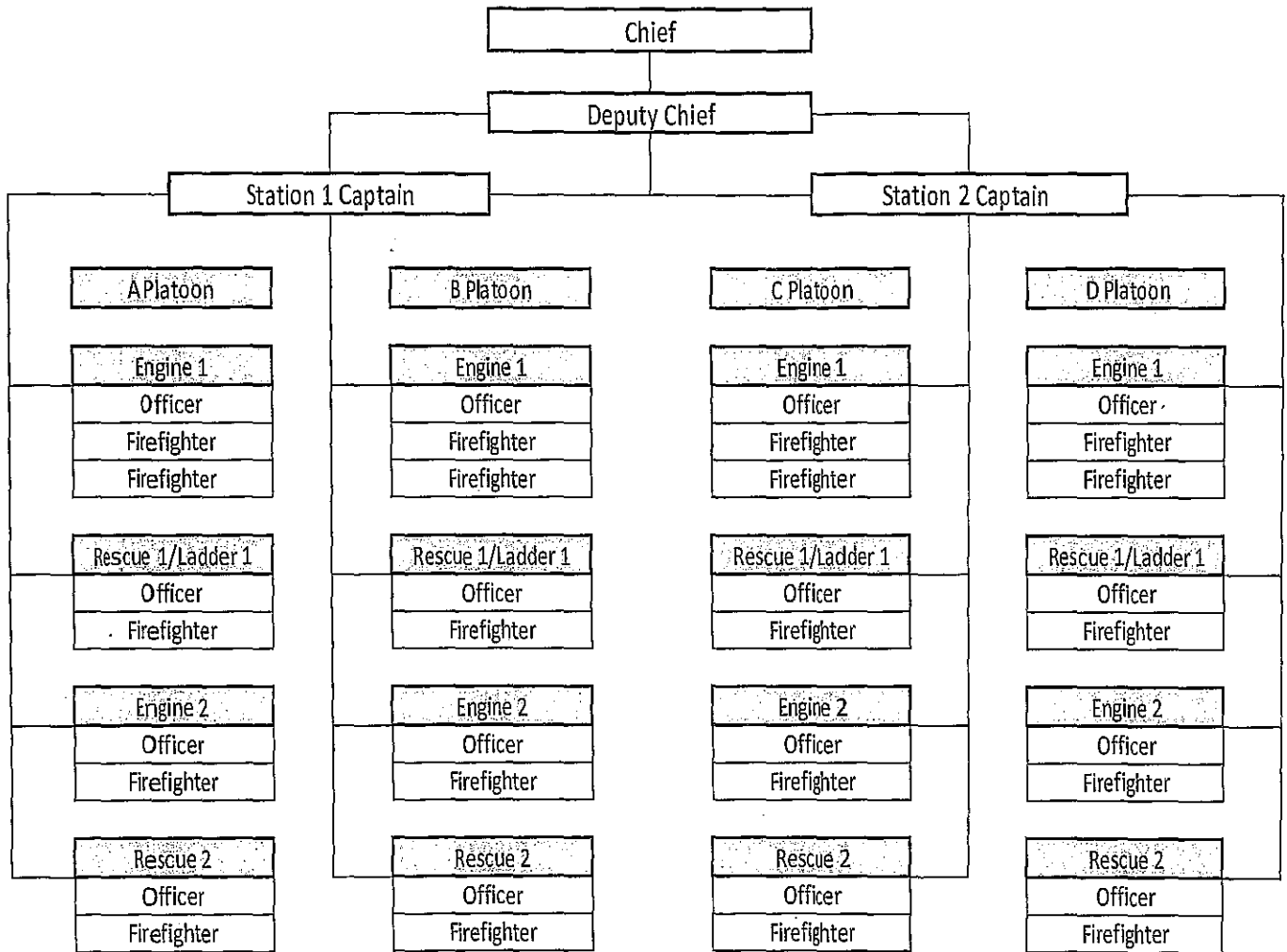
SECTION 61 TABLE OF ORGANIZATION

East Greenwich Fire Department (4 Platoon System)



**** Current TO&E ****

East Greenwich Fire Department (4 Platoon System)

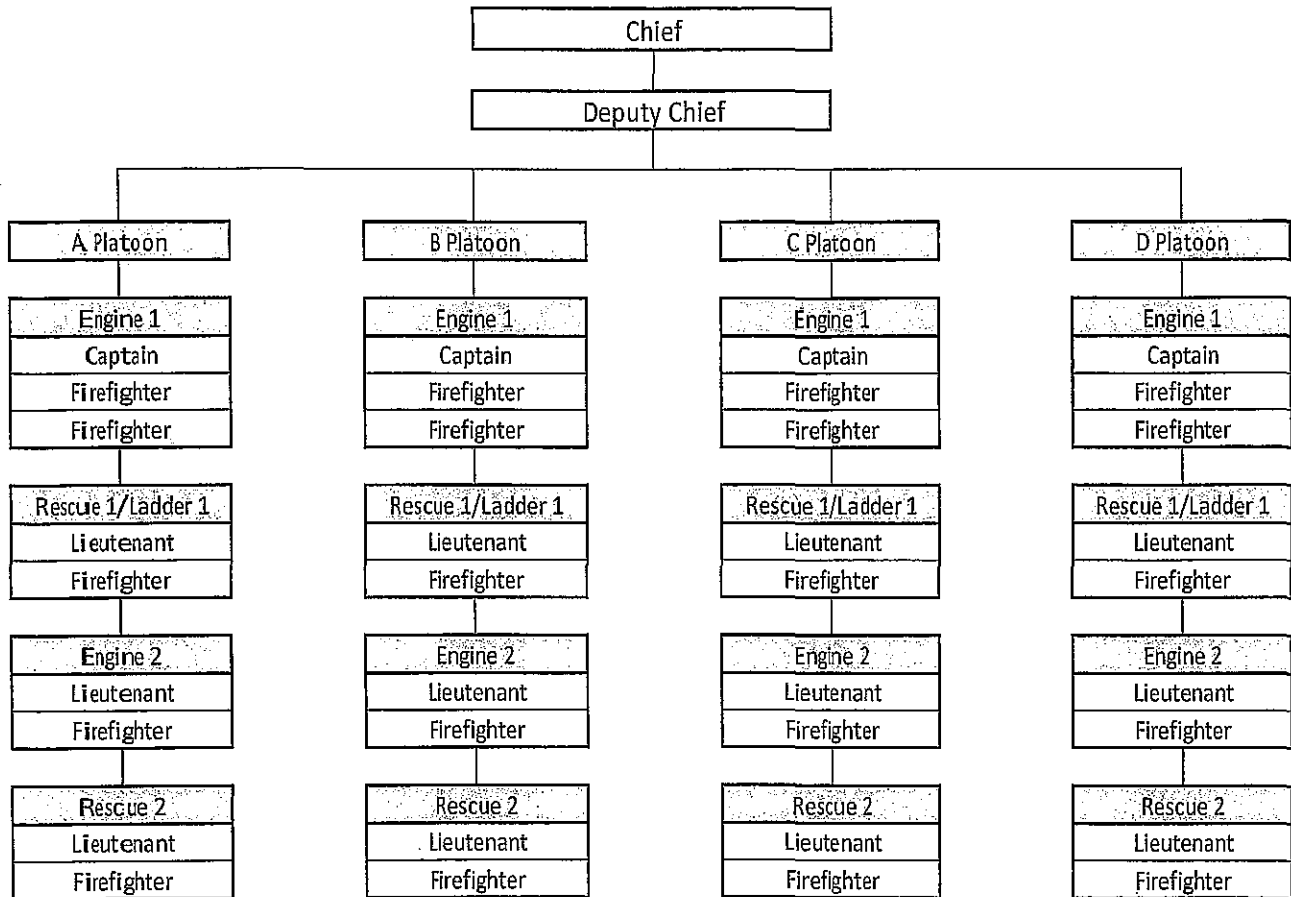


*** July 1 2016 of this agreement, a floater on one shift becomes permanent**

*** July 1, 2017 of this agreement, a floater on an additional shift becomes permanent**

*** July 1, 2018 of this agreement, the remaining two floaters become permanent**

East Greenwich Fire Department (4 Platoon System)



*** July 1, 2018 of this agreement, Two Captains are added to the Chain of Command**

SECTION 62 OUT OF TOWN STATION COVERAGE

62-1 Whenever apparatus from another community is called in to cover stations in the Town in accordance with Department established SOG's, one employee shall be called in from the appropriate fill in list to accompany each out of town apparatus. This employee shall be compensated at the overtime rate as set forth above with a minimum of four (4) hours.

SECTION 63 WORKING CONDITIONS

63-1 Members of the Fire Department covered by this Agreement shall not be required, while on duty, to perform major structural alterations or major repairs to existing or future fire stations.

63-2 The Fire Department shall operate at all times with no less than two engine companies and two rescue companies. One of said rescue companies cross-mans with Ladder 1.

63-3 The use of outdoor training shall not take place when the outside temperature and wind chill index are determined to be below forty degrees Fahrenheit and above eighty-five degrees Fahrenheit with the exception of ice rescue training. Training shall not be held on Sundays or holidays without the mutual agreement of the Executive Board of the Local and the Chief.

SECTION 64 COLLATERAL DISPATCH AGREEMENT

64-1 Firefighter's/EMTs shall not perform dispatching services as part of their professional FF/EMT service obligations under the CBA but shall be eligible, together with any qualified full time Department employee (Member) to perform dispatching services occasionally or sporadically as a Collateral Duty and receive compensation at the rate of \$19.50 per hour during the day shift and \$17.50 per hour during the night shift. During the 12 paid holidays outlined in section 23-7 of this agreement, the rate of pay shall be \$29.25 per hour for a day shift and \$26.25 per hour for a night shift.

64-2 Effective July 1, 2017 members performing the Collateral Dispatch shall be compensated at a rate of \$22.00 per hour during the day shift and \$20.00 per hour for the night shift. During the 12 paid holidays outlined in section 23-7 of this agreement, the rate of pay shall be \$33.00 per hour for a day shift and \$30.00 per hour for a night shift.

64-3 Effective July 1, 2018 and annually thereafter, any increase outline in section 26 of this agreement shall also apply to the collateral dispatch rate of pay. The Day Dispatch rate of pay will be \$22.44 per hour with a Holiday rate of \$33.66 per hour. The Night Dispatch rate of pay will be \$20.40 per hour with a Holiday Rate of \$30.60 per hour.

64-4 The performance of this Collateral Duty is optional and no Firefighter/EMT or Member shall be obligated to perform the dispatching services. Current SOGs and procedures shall govern the duties associated with dispatching, scheduling and availability of the Collateral Duty. In the event there are not enough qualified members performing the optional dispatching services, the Local and Town mutually agree to evaluate the dispatch agreement.