

AGREEMENT

Pursuant to the Provisions of Title 28, Chapter 9.1 of the Public Laws of the State of Rhode Island, as amended, entitled the "Fire Fighters Arbitration Act", this Agreement is made and entered into this 15th day of July 2013 by and between NORTH SMITHFIELD PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 3984 (hereinafter called "the Local") and the NORTH SMITHFIELD FIRE/RESCUE SERVICE, INC. (hereinafter called "the Department").

Article 1 **Definitions**

The words "employee", "member", "firefighter" or "fire medic" when used in this agreement shall mean employees of North Smithfield Fire/Rescue Service, Inc. employed for the purpose of fire suppression and rescue services.

All references in this agreement to an "employee" or "employees", as well as the use of the pronoun "he", are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

Article 2 **Recognition**

Section 1. The Department hereby recognizes the Local as the sole and exclusive bargaining agent for all paid full-time members below the rank of Chief.

Article 3 **Union Security**

Section 1. All members within the bargaining unit, and all employees hired into the bargaining unit, shall upon completion of their probationary period, become and remain members of the IAFF Local 3984 in good standing as a condition of employment.

Section 2. The Department agrees not to discharge or discriminate or harass in any manner against any member for union membership or lawful union activity.

Section 3. All members of Local 3984 have the right to have representation from the Local whenever they are called in front of management to discuss disciplinary or personnel matters.

Article 4 **Management Rights**

Local 3984, IAFF acknowledges the right of the North Smithfield Fire/Rescue Service, Inc. to issue rules and regulations governing the internal conduct of the Fire Department as provided by law.

Article 5 **Payroll Deduction**

Section 1. The Department agrees to withhold deductions from employee paychecks on a weekly basis for such items as union dues, PAC fund contributions, supplemental insurance, savings, court ordered deductions, etc., upon receipt of signed authorization from employee. Said authorization is to be submitted not less than thirty (30) days prior to the effective date, and said deductions shall be withheld from weekly payroll. The Department shall forward amounts withheld to a bank chosen by the employee or, in the case of dues and contributions, to a bank chosen by the Local on a weekly basis or as otherwise prescribed by agreements with recipients. A fee may be assessed for court ordered garnishments for each paycheck from which a garnishment is withheld to cover administrative costs.

Article 6 **Personnel Files**

Section 1. Members shall have reasonable access to their own personnel files. These files shall be kept confidential and shall contain, among other items, all medical records.

Article 7 **Seniority**

Section 1. Seniority shall be determined by the total length of service an employee has as a full-time paid employee with the North Smithfield Fire/Rescue Service, Inc. Seniority shall be computed from the date of original employment. If an employee has a break in service, unless caused by military activation, seniority shall be computed from the latest start date with the Department.

Section 2. When more than one employee is employed on a full-time basis by the Department on the same date, seniority shall be determined based upon the overall score attained during the testing and interview process with seniority being awarded to the employee with the highest score.

Section 3. Any person who has a break in service will be placed on a one-year probation upon their return.

Section 4. The Chief shall post an accurate and up-to-date seniority list during the month of July each year.

Article 8 **Duties**

Section 1. The duties of the members shall include the prevention, control and extinguishment of fires, rescue and first aid, general public aid, training, housekeeping, incidental maintenance and grounds keeping as presently conducted by the members of the North Smithfield Fire/Rescue Service, Inc.

Section 2. Normal and routine housekeeping work will be done daily. Grounds keeping and incidental maintenance shall be conducted between the hours of 0830 and 1800 Monday through Friday. Department equipment will be kept in service at all times.

Section 3. There shall be no outdoor maintenance performed when the heat index is above 90 degrees Fahrenheit or the temperature is below 35 degrees Fahrenheit as measured in North Smithfield by the National Weather Service. This does not preclude any weather related maintenance such as sanding, salting and shoveling of snow from entryways, sidewalks and walkways, parking areas and hydrants.

Article 9 **Probationary Period**

Section 1. Probationary period shall last until all probationary requirements have been successfully completed inclusive of department approved entry level training academy, as well as subsequent Board of Directors acceptance of permanence.

Section 2. Membership in Local 3984 IAFF shall be a condition of employment upon completion of probation.

Section 3. Probationary firefighters shall be notified in writing upon completion of their probationary status and appointment as a full-time firefighter.

Article 10
Minimum Manpower Levels

Section 1. The department agrees to maintain at least twenty (20) full-time fire medics.

Section 2. The Department agrees to maintain the following ranks:

Deputy Chief	1 (Day Staff)
Captain	4 (one per shift)
Lieutenant	4 (one per shift)
Private	10
Fire Marshal *	1 (Day Staff)

* Fire Marshal (Chief's appointment) will be paid an annual salary as follows.

Private – Captain's pay

Lieutenant – Captain's pay

Captain – Deputy Chief's pay

Section 3. The Department agrees to maintain two fire-medics per shift, per station at all times. These two members shall respond together at all times. On platoon shifts (A, B, C, and D) there shall be a minimum of one officer on duty at all times.

Section 4. The department agrees to maintain two (2) fire medics, assigned at the Chief's discretion, as "third man" on A/B Platoon and C/D Platoon. Their work schedule shall consist of four (4), twelve (12) hour shifts, followed by four (4) twenty-four (24) hour days off.

Section 5. Two probationary firefighters shall not be permitted to work alone on a shift.

Section 6: In the absence of the Chief and the Deputy (simultaneously during normally assigned duty hours) the Department agrees to fill the Deputy Fire Chief's position. The vacancy shall be filled with a member holding the rank of Captain.

Article 11
Right of First Refusal

Section 1. Members of Local 3984 shall have the right to accept or refuse any available shifts, duties, assignments, or newly created positions before the offer is made to any non-member of Local 3984 (including part-time, volunteer or call firefighters).

Section 2. All vacancies will be covered by members of the Local or probationary firefighters. If a vacancy is not filled after using the appropriate list, the member with the lowest seniority of the off-going shift or the oncoming shift will fill the vacancy. No member shall be allowed to work more than thirty-eight (38) hours continuously.

Article 12 **Assignment to Outside Departments or Agencies**

Section 1. No member of the Local shall be required to work in another fire department against his own will, other than for specified training exercises and emergency incidents.

Section 2. No disciplinary action or harassment of any kind shall be brought against any member who chooses not to work outside of the Department.

Section 3. The current practice of providing Mutual Aid during emergency incidents to outside departments shall not be affected.

Article 13 **Details**

Section 1. All details shall be assigned and carried out according to the approved detail policy between the Local and the Department.

Article 14 **Substitutions**

Section 1. Officers trading time shall substitute with a member of the bargaining unit that has met the pre-test promotional criteria for the rank of lieutenant.

Section 2. Members shall be permitted to arrange for a substitute to take their place for part or all of any shift. In the case of scheduled overtime, members shall be permitted to arrange for a substitute for coverage up to two (2) hours. Members who make the substitution are responsible for their coverage. Any member substituting for another employee shall not be considered on callback time or overtime and there shall be no compensation therefore. The employees must fill out the appropriate form and submit it at the start of the shift. All substituted time shall be paid back within one year from the date of the time trade.

Section 3. In the case of a mandatory overtime members shall be allowed to arrange for a substitute to take their place for part, or all of, the mandated shift. It shall be the sole responsibility of the firefighter mandated to work to arrange for

his substitution. Members will only be compensated for the shift hours worked and the substitution shall be compensated for his hours worked.

Article 15 Uniforms/Protective Clothing

Section 1. The work uniform shall ~~consist of a combination of the following~~, be NFPA compliant, with the Chief of Service ~~through department policy~~, administering specifics as to uniform seasons, dates/times, combinations and details through department policy.

- Light blue shirt (Nomex), buttoned neck to beltline, for special occasions.
- Dark blue Polo type shirt, duty uniform
- Dark blue uniform pants (Nomex)
- "Job Shirt" (sweatshirt-like)
- Black footwear (no sneakers or the like)
- Black socks
- Department badge, patches, insignias, inscriptions, reflective materials and IAFF logos

Section 2. Any changes to the standard work uniform ordered by the Department shall be paid for at the Department's expense. Any changes that incur additional per capita costs to a member shall be agreed upon in advance by the Local.

Section 3. Each fire-medical shall receive \$750 a year for uniforms and accessories and \$300 a year for uniform maintenance, payable in two installments. First installment will be payable on the first payday in August. The second installment will be payable on the first payday in December. Daytime staff shall receive \$900 a year for uniforms/accessories and \$700 for uniform maintenance.

Section 4. Each member shall be provided with the following NFPA approved protective gear:

Rescue Coat, with patches	Firefighting Coat
Night Hitch Pants	Boots
Helmet	Gloves
Eye Protection	Hood
Respiratory Protection (as needed)	

Said equipment shall remain the property of the Department.

Section 5. New hires will receive the following uniforms from the department upon hiring in lieu of clothing allowance for the first year.

- 4 shirts (short or long sleeve) with patches
- 4 pairs of pants
- 1 black tie
- 1 black belt
- 1 pair of black shoes

*Dress uniforms will be ordered upon completion of probationary period.

New employees will receive their clothing allowance starting with the first scheduled payment after the probationary period has ended.

Article 16 **Leaves**

Section 1. **Court Leave:** Employees who are required by due process of law to render testimony in court shall submit all such fees to the Board of Directors and receive their regular pay during such period and the time spent in such service shall be recorded as court leave. If the employee is off duty and must appear in court for a Department matter, he shall be paid minimum (4) four hours at a rate of time and one-half. The following expenses which may be incurred by an employee during a court appearance, either on duty or off duty, shall be reimbursed by the Department upon submission of reasonable and appropriate receipts for such expenses to the Chief:

- A) Vehicle parking
- B) Lodging if not paid by the court
- C) Mileage reimbursement will also be paid if the employee is required to use his own personal vehicle. Reimbursement will be at the applicable rate as determined by the Internal Revenue Service

Section 2. **Bereavement Leave:**

In the case of the death of a father, mother, wife, husband, child, brother or sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of notification of the death to and including the day following the burial, not to exceed five (5) days.

In the case of the death of a grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, such employee shall be entitled to a leave of absence with pay from the day before and the day of the funeral.

In the case of the death of a niece, nephew, uncle or aunt, such employee shall be entitled to a leave of absence with pay the day of the burial or the day before the burial.

In the case of the death of a relative other than herein before provided, such leave of absence with pay shall not be for more than one day to permit attendance at the funeral of said person if the leave is first approved by the Chief of the department.

Section 3. Military Leave: The Department will grant any employee of the department at the time he is called to active duty with the Armed Forces of the United States, a leave of absence from his employment with the department. The department will grant military leave to employees in accordance with applicable federal and state law in effect at the time of request.

Any members of the department who are members of the national guard or any of the reserve components of the armed forces of the United States shall be entitled to leaves of absence with pay up to a maximum of two (2) cycles (10 working days for day staff) from their respective duties on all days during which they shall be engaged in field or coast defense training, on all days or parade or encampment when ordered or authorized by proper authority to duty with troops for field exercise or for instruction. For purposes of this section "with pay" shall mean the payment by the department of the difference between a member's gross pay received from the armed forces and his regular weekly gross pay received from the department.

Section 4. Sick Leave: All personnel are entitled to 96 hours sick leave to be awarded annually on July 1st. These days may be accumulated from year to year up to 1,400 hours of leave until retirement or voluntary or involuntary termination.

Verification of illness will be required after two (2) consecutive working days.

Sick leave will continue to accrue while the member is out on leave.

Anyone calling in sick must call in no later than one (1) hour prior to the beginning of the shift.

Members of the bargaining unit will be paid upon retirement or voluntary or involuntary termination, 50% of accrued sick time after ten (10) years of employment and 100% after twenty (20) years of employment. Members terminating due to disability shall receive 100% of accrued sick time. The beneficiary of any member of the bargaining unit employed by the department upon death of the member will be paid their entire 100% accrued sick time.

Section 5. Personal Leave: Each member of the bargaining unit shall be entitled to forty-eight (48) hours of personal leave to be taken as a ten (10) hour

day, a fourteen (14) hour night or twelve (12) hour day for “third man” assigned to a shift. The used hours shall be taken from the member’s accrued sick time. Anyone calling and requesting personal time shall do so a minimum of one hour prior to the shift.

Section 6. Maternity/Paternity Leave: Unpaid maternity/paternity leaves of absence to care for a newborn child or the placement of a son or daughter with the employee for adoption or foster care are available in accordance with the Federal Family and Medical Leave Act (FMLA) of 1993. Employees are eligible for such leaves if they have been employed by the Department for at least 12 months and have worked at least 1,250 hours during the previous 12-month period.

FMLA leave is available for up to 12 weeks in any 12-month period. The amount of leave available to an employee at any given time will be calculated by using a rolling 12-month period. Leave for the birth or placement of a child must be completed within 12 months of the birth or placement. Any leave taken under this policy will be counted against the employee's leave entitlement under the FMLA.

Section 7. Employees who are injured or become ill in the performance of their duties shall receive full salary and benefits in accordance with Chapter 45, section 45-19-1 of the General Laws of Rhode Island, 1956, as amended, for the period of time they are unable to perform their duties, or are placed on an accidental disability retirement. Employees on such leave shall submit to Department Administration all payments from claims for such injuries or illness incurred, made against the department’s insurance carrier. All injuries must be reported to the Chief, in writing, immediately.

Disability leave shall not be charged against sick leave accruals.

Section 8. Union Business Leave: The Department agrees to replace without loss of pay or the requirement to make up such time the president of Local 3984 and one executive board member to attend the following union functions as follows:

1. Formal contract negotiations with Department
2. Arbitration hearings
3. RISAFF meetings and convention

Section 9. Other unpaid extended or emergency leaves of absence shall only be granted upon the recommendation of the Chief, and with the approval of the Board of Directors. Any member requesting such leave must designate a specific time period for which the leave shall cover. In the event such leave is due to the physical incapacity, it shall be required that the member’s physician submit, to the Chief, a diagnosis of the nature of the incapacity, along with a prognosis of the amount of leave necessary for recovery.

Article 17 **Hours**

Section 1. The regular workweek for members of this agreement is an average workweek of (42) forty-two hours. The schedule consists of four (4) platoons, each platoon working one twenty-four (24) hour shift, followed by one twenty-four (24) hour day off, followed by a second working twenty-four (24) hour shift followed by five twenty-four (24) hour days off. All shifts shall begin and end at 0800 hours.

The schedule of the third man assigned to the A/B or C/D platoon workweek will be four (4) twelve-hour (12) shifts followed by four (4) days off. The shift shall begin at 0700 hours and end at 1900 hours. The Deputy Chief and Fire Marshal shall work forty hours per week Monday through Friday from 0800 hours to 1600 hours and are entitled to all holidays off covered by the CBA. If the holiday falls on a Saturday the members are entitled to the Friday before and if the holiday falls on a Sunday the members are entitled to the Monday following.

Section 2. The overnight shift will be allowed to sleep between the hours of 2200 and 0700 unless there are services to be rendered.

Section 3. Any member who works over his normal rotation will be compensated at time and one-half by quarter hour increments.

Article 18 **Pay Period**

Section 1. The pay period shall begin and end at 0800 hours each Saturday.

Section 2. Paychecks will be distributed each Thursday of every workweek. Paychecks shall be delivered to each station for distribution and made accessible to off-duty members, secured in individual envelopes for retrieval under normal circumstances.

Article 19 **Callback/Automatic Response**

Section 1. Any member who is called back or is ordered by the Fire Chief or his designee to work additional time in addition to his regular assigned work schedule shall be paid time and one-half his normal rate of pay to be calculated in quarter hour increments with a minimum of two (2) hours.

Article 20
Duties Performed Out of Rank

Section 1. The senior shift firefighter certified to act at each station shall be considered the acting officer.

Section 2. Any employee serving out of rank for a twenty-four (24) hour shift shall receive the pay of the employee for whom he is filling in (without loss of pay) including any pay increment applicable to that position including holidays, provided that no employee serving out of rank shall receive more than a one (1) rank pay increase plus the applicable pay increment if any.

Section 3. In any case where an employee serving out of rank contracts an illness or suffers an injury in the performance of his duties, he will continue to receive pay at the rate he is receiving while serving out of rank until such time as he is able to return to normal duty, in accordance with RIGL 45-19-1. If the illness or injury results in the disability retirement of the member he will retire at the rate he was receiving while serving out of rank.

Section 4. If an employee is killed in the line of duty while performing services out of rank, any benefit payments, which may be due his beneficiary, shall be based upon the rate of pay of the rank in which the employee was performing services at the time of his death.

Article 21
Holidays

Section 1. Members of the Department covered by this agreement shall be granted uniformly an additional ten (10) hours pay for each of the following holidays:

New Years Day	Washington's Birthday
Easter Sunday	Memorial Day
Fourth of July	VJ Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Martin Luther King Day

Article 22
Vacations

Section 1. Employees shall be awarded vacation leave according to the following schedule based on years of service. Vacations may be taken in ten, fourteen, or twenty-four hour increments or be paid for in straight pay (one

week only). Vacation time shall be awarded annually on July 1st. Vacation time shall be based upon the anniversary date of the employee during that fiscal year. Employees with less than one (1) year of service shall receive 48 hours of vacation time in their first year of employment following completion of a six (6) month probationary period. After one (1) year of employment, the employee shall be awarded an additional 48 hours of vacation time. The total amount of vacation time to be awarded will not exceed 96 hours.

In subsequent years, the employee's length of employment as of the award date (July 1st) determines the amount of vacation awarded for the following fiscal year beginning July 1st.

< 5 years	96 hours
5 years to < 10 years	144 hours
10 years & greater	192 hours

Section 2. Members of the bargaining unit shall be able to carry over a maximum of 120 hours of vacation time into the next fiscal year.

Section 3. An employee who leaves the employ of the department having unused vacation leave shall be compensated for all unused hours prorated by the current fiscal year.

Section 4. Vacation requests shall be submitted no later than two (2) weeks in advance for a complete cycle and one (1) week in advance of the first day of the requested leave for anything less.

Article 23 Longevity

Section 1. Longevity pay shall be computed as a percentage of base salary and be paid in one lump sum on December 1 of each year or the next payday thereafter. Longevity shall be considered as a part of base salary for pension purposes only. Employees qualifying for such pay in midyear shall receive a prorated amount based on that portion of the year during which they were eligible. Longevity shall be based upon the anniversary date of the employee during that fiscal year.

2 years	1%	4 years	2%
6 years	3%	8 years	5%
10 years	6%	12 years	7%
14 years	8%	16 years	11%
20+ years	12%		

Article 24
Health and Dental Insurance

Section 1. The department shall provide health and dental insurance coverage for all members and eligible family members. Plan benefits will be as provided by the Town of North Smithfield to all their employees.

Section 2. Members shall pay a weekly cost-sharing fee as follows:

<u>Contract Year</u>	<u>Family Plan</u>	<u>Single Plan</u>
2012	\$30.00	\$20.00
2013	\$40.00	\$20.00
2014	\$50.00	\$20.00

Such cost sharing amounts shall be deducted on a pre-tax basis applicable to healthcare premiums only applied to the healthcare principle only; (not the w/c-1 component) and by active duty members only.

Section 3. Employees who choose not to enroll in the health and/or dental insurance plans will be paid one-half the cost of health and/or dental insurance less any applicable co-payment amounts. The distribution shall be done quarterly. The member shall on a yearly basis submit proof of other health insurance coverage and sign a waiver refusing the department's health insurance coverage. This benefit has a cap of five thousand dollars (\$5,000.00) per year.

Section 4. The Department agrees to pay all expenses for inoculations or immunizations for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty. This will include screening for contagious disease when potential exposure is discovered after said employee has had contact with members of his household.

Section 5. The Department agrees to pay the full cost of medical insurance provided in Section 1 for the widow/widower and his family of any employee covered by this agreement who suffers a line of duty death. Such payment shall continue until the widow/widower dies or remarries. In the event the widow/widower dies leaving children under the age of eighteen (18) years, the department shall provide the coverage specified in Section 1 for each child until said child:

attains the age of 18 years, or
to age 22 if enrolled as a full-time student, or
to the age otherwise provided under Federal law.

Section 6. The department agrees to provide post-retirement health and dental benefits as follows:

For employees retiring prior to June 30, 2002, health and dental benefits will be provided at no cost to the employee and their dependents until age 65.

Any employee retiring after June 30, 2012, health and dental benefits will be provided to employee only, for a period not to exceed 36 months, provided they have completed 25 years of service with the department.

Payment-in-lieu-of this benefit is not permitted.

Article 25 **Pension Plan**

Section 1. The department through the Town shall provide to all members covered by this agreement a retirement benefit pursuant to the State Optional Pension Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.). The department through the Town shall also provide the cost of living allowance known as plan C to all members. Members shall contribute nine percent (9%) of payroll and the department through the Town shall pay the balance thereof.

Article 26 **Legal Services**

Section 1. The Department agrees to provide legal services in defense of any suit of a civil nature against any employee covered by this agreement in the performance of on-the-job duties, and to indemnify said employee from any award against said employee, except in municipal complaints against said employee.

Article 27 **Training**

Section 1. It is required that all Fire-medics will attend all training sessions deemed necessary by the Department to remain proficient/up-to-date in all rescue procedures, firefighting techniques; operation of Department equipment, and other aspects of firefighting/rescue work as noticed by the Department. Firefighters shall be compensated at a rate of pay equal to one and one-half (1-1/2) of his normal hourly rate of pay, for each hour of attendance while off duty, following the submission of appropriate paperwork to a chief officer. Firefighters unable to attend a scheduled training session due to illness, injury or vacation shall be offered an alternative training session.

Section 2. All training (both inside and outside) shall be conducted only between the hours of 0900 hours to 2100 hours. There shall be no training on Sundays or the holidays as set forth in this Agreement, or when the heat index is above 90 degrees Fahrenheit, or the temperature is below 35 degrees Fahrenheit, as measured in North Smithfield by the National Weather Service. This section is in no way intended to prohibit indoor training in an air-conditioned room, or ice rescue training once a year.

Article 28 **Education**

Section 1. Firefighters must apply to the Chief of the Department for approval prior to enrolling in any college level courses. The Department will pay for all courses related to Fire Science, Fire Safety, Nursing, Public Administration, Public Safety, Emergency Medical Service and Emergency Management, up to and including those courses required by an accredited baccalaureate program. Upon completion of said courses and proof of a grade attained of no less than 70, employees may submit proof of payment for said classes for reimbursement of the costs of tuition and lab fees, including any administration fees.

Section 2. The firefighter must agree to continue in the employment of the North Smithfield Fire Rescue/Service, Inc. for an additional two years upon completion of the course. If the firefighter terminates employment prior to the completion of two years of service following a reimbursement for education classes taken as described in Section 1, he will be responsible for reimbursing costs previously paid him back to the department for said classes taken on a pro-rata basis whereby the numerator is the remaining months of service owed to the Department and the denominator is 24 (months).

Section 3. The Fire Department shall also pay for attendance at seminars related to Firefighting and Rescue which attendance has been approved by the Chief.

Section 4. Any firefighter working overtime may defer up to 60 hours of straight pay to be used for authorized educational/training time off. Requests for four hour minimum leave shall be made 48 hours in advance of date. Unused balance of hours shall be paid at the end of fiscal year at time and one half.

Article 29 Promotional Procedure

Section 1. The Board of Directors with the recommendation of the Fire Chief shall be responsible for all promotions.

Section 2. The following employment and educational requirements must be met in order to be eligible to sit for promotional examinations to the following ranks:

DEPUTY CHIEF – Captain with a minimum of 15 years of employment.

CAPTAIN – Lieutenant with a minimum of 8 years of employment and fire administration (equivalent to the course content of “Fire 1100” offered at the Community College of RI).

LIEUTENANT – Employees with a minimum of four years employment and certifications: Officership (Standards on Fire Officer Professional Qualifications or college accredited), Hydraulics, Incident Command and Company Tactics and Standards on Fire Safety Officer.

Section 3. Fire Marshal - Eligibility

The Fire Marshal position holds no specific rank.

If the firefighter holding the Fire Marshal’s position meets all the requirements he/she may take the appropriate promotional exam but not to exceed the rank of captain.

If the firefighter scores the highest grade on the exam he/she will be promoted according to Article 29, Section 4 of the Collective Bargaining Agreement.

After promotion he may bid to the vacancy or stay in the fire marshal position. If the firefighter stays as the fire marshal the candidate with second highest score would also be promoted. However, if the firefighter remains as the fire marshal after promotion he she must remain there until a line opening of his rank becomes available.

If the firefighter holding the fire marshal position passes the promotional exam but is not the highest score he she will be placed on the certified list and only promoted when a line opening for the rank obtained occurs, he she will then be able to bid to the vacancy or he/she may choose to stay as the Fire Marshal.

Section 4. All vacancies in the officer’s ranks shall be filled within thirty (30) days from the establishment of a certified promotional list. The department will

conduct a test as needed which will be certified for two years to establish a certified list. When vacancies exist in more than one of the above ranks at the same time, the highest rank test will be administered first. Each rank shall require a separate test and all tests shall be prepared by an outside agency and agreed upon by the Local and the Department. The Department shall provide all necessary books, study guides and a minimum of sixty days to prepare for the examination.

Section 5. Acting officers shall meet all minimum requirements.

Section 6. Testing procedure components:

1. Seniority: One point per completed year of service with a maximum of fifteen (15) points (after a passing grade of seventy (70) has been achieved)
2. Written examination with at least 100 but not more than 150 questions requiring a passing grade of 70%
3. The Department will follow the testing protocols of the company utilized for testing purposes.
4. The person with the highest composite grade will be promoted to the vacant position.
5. *In the case of a tie, the senior member will be promoted.*

Article 30 **Bid Process**

Section 1. Each year an annual bid will be scheduled for the second Monday in January for those members desiring to vacate their position voluntarily. All bids shall be done by seniority as described in Article VII.

Section 2. Each member is locked into his bid position until such time as a vacancy occurs, in which case a notice shall be posted by the Local notifying all concerned parties of the date, time and place of the upcoming bid. All promotions shall be made prior to any bid.

Section 3. When a member is awarded an assignment due to the bid, his position immediately becomes open and will be filled by the same system during the same bidding session. Once a position is reached that no one bids for, the position is filled by the employee with the least amount of seniority.

Section 4. When the bidding session is completed, the union shall within forty-eight (48) hours give to the Chief of the Department in writing a list of any and all transfers to be made. The Chief shall within fifteen (15) days of receipt of the list put the transfers into effect.

Section 5. The Chief of the department, with the approval of the Board of Directors, may switch a bid position for the betterment of the department with just cause.

Article 31 **Union Bulletin Board**

Section 1. The Department agrees to allow the Local to post notices on the union bulletin board located in each station for members of this Collective Bargaining Agreement.

Article 32 **No Strike Clause**

Section 1. Since Fire Department employees provide a service to the public whose interruption may be detrimental to public safety, and in recognition of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any Fire Department employees shall engage in, induce, cause, or encourage any work stoppage, slowdown, strike or concerted refusal to perform duties or withholding of services of any kind for any reason during the term of this Agreement.

Article 33 **Grievance Procedure**

Section 1. The purpose of this grievance procedure is to establish the effective machinery for the fair, expeditious and orderly adjudication of the alleged grievances, involving the interpretation, application or alleged violation of the provisions of this Agreement and/or rules and regulations of the department.

Step One

When an employee feels he has a grievance he shall file the grievance in writing with the Executive Board of the Local within ten (10) days of the date of the occurrence of the alleged grievance. If in the judgment of the Executive Board, the nature of the grievance justifies further action, it shall through the President of Local 3984 or his designee, bring the grievance to the attention of the Chief of the department in writing not later than thirty (30) days from the date of the receipt of the grievance. The Chief of the Department shall meet with the

President of the Local or his designee within fourteen (14) days of the receipt of the grievance from the Executive Board of the Local. If either party feels it is necessary the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Department and the President of the Local or his designee for the purpose of testifying on the grievance.

In addition to the foregoing, Local 3984 shall have the right to bring a grievance on behalf of any employee or on its own behalf. In such case, a grievance shall be presented directly to the Chief of the Department in writing within thirty (30) days of the date of the occurrence of the alleged grievance. The Chief of the Department shall meet with the President of the Local or his designee within fourteen (14) days of receipt of the grievance from the Executive Board of Local 3984. The Chief of the Department shall render a written decision within fourteen (14) days of the time set for a meeting.

Step Two

If the Local is not satisfied with the decision of the Chief, it may notify the Board of Directors of the Department within seven (7) working days of receipt of the Chief's written decision that it desires to process the grievance further. The Board of Directors may render a decision at step two or forward such grievance to step three. If the Board of Directors agree to render a decision, a meeting relative to the discussion of the grievance will be scheduled and held within thirty (30) days and all individual filing such grievance may be present to testify accordingly.

Step Three

If the Local is not satisfied with the decision of the Board of Directors, it shall notify the Board of Directors in writing within seven (7) working days of the receipt of the written decision that it desires to process the grievance further. In such an event, the decision of the grievance shall be made by Arbitration in accordance with the rules of the American Arbitration Association. The decision of the Arbitrators shall be final and binding upon all parties to this agreement.

All costs and expenses of the Arbitration shall be shared equal by the parties hereto. In all cases that any reviewing authority fails to render a decision within the time limits set forth, the grievance shall proceed as if the reviewing authority has made such decision unfavorable to the Local.

Article 34
Successor Clause

Section 1. Work presently performed by employees in the bargaining unit shall not be assigned to any other Town employer or any independent contractor. If at any time during this agreement the Town decides to make a municipal fire Department, the members of this Collective Bargaining Agreement will be guaranteed their current positions, rank and pay rate. Negotiations for a new contract shall begin within one hundred twenty (120) days of the formation of a municipal department.

Article 35
Physical Fitness Program

Section 1. Any member covered by this agreement shall be able to use the workout room or any fitness equipment for a maximum of 1-1/2 hours daily while on duty and in service, providing no other duties have been assigned.

Section 2. The Department and Local agree to create a committee to study the possible implementation of the Wellness/Fitness Initiative endorsed by the IAFC and the IAFF.

Section 3. The department shall provide for a complete medical physical once a year for all employees. The medical report to the Department of said physical paid for by the Department shall be limited to a report on whether the employee is fit and able to perform the duties of said employee's position.

Article 36
Safety

Section 1. It is in the interest of both parties to this agreement that the equipment used and practices followed in the discharge of the duties of the firefighters conform to the reasonable standard of safety. Unsafe equipment or practices will be brought to the attention of the Chief promptly. Unsafe equipment or practices reported and not corrected will be grieved in accordance with the provisions of Article 33.

Article 37
Layoff of Employees

Section 1. In the event that the department at any time during the term hereof lays off employees covered by this agreement, the same shall be done on a strict seniority basis; that is the last employee hired in the bargaining unit (including probationary employees) shall be the first employee to be laid off and so on until the number to be laid off has been met.

Article 38
Salaries

Section 1. Salaries for firefighters covered by this Agreement shall be as described in Attachment A, Salary Schedule, and will be updated each year upon setting of new rates.

Article 39
Duration of This Agreement

Section 1. Duration of this agreement shall be for a term of thirty-six (36) months commencing on the first day in July, AD 2012 and ending on the thirtieth day of June, AD 2015. In the event a new contract is not executed prior to expiration of this Agreement, all provisions of this Agreement will remain in full force and effect until a new written contract is executed. Monetary provisions of this Agreement are subject to negotiation upon expiration of this agreement and are contingent upon the Department's ability to pay based upon the allocations provided for by the Town of North Smithfield.

IN WITNESS WHEREOF, North Smithfield Fire/Rescue Service, Inc. has caused its corporate seal to be affixed hereto and these presents to be signed, in its name and behalf by its Chairman here duly authorized, and Local 3984, International Association of Firefighters, AFL/CIO, has caused its seal to be hereto affixed and these presents to be signed in its name and behalf by its President hereto duly authorized, on this 15th day of July, 2013.

WITNESSED BY:

NORTH SMITHFIELD FIRE/RESCUE SERVICE, INC.

_____ signed _____

BY: _____ signed _____
Paul A. Shatraw, Chairman
*As duly authorized by and on behalf of
North Smithfield Fire/Rescue Service Inc.*

WITNESSED BY:

LOCAL 3984, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL/CIO

_____ signed _____

BY: _____ signed _____
Wilfred E Laforge III, President
*As duly authorized by and on behalf of
Local 3984, I.A.F.F., AFL/CIO*

ATTACHMENT A

SALARY SCHEDULE

July 1, 2012 to June 30, 2013		
<u>Rank</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
Deputy Chief	\$ 28.08 ¹	\$ 58,406.40
Captain	\$ 24.59	\$ 53,704.56
Fire Marshal	\$ 25.83 ¹	\$ 53,726.40
Lieutenant	\$ 22.60	\$ 49,358.40
Private	\$ 20.79	\$ 45,405.36

July 1, 2013 to June 30, 2014		
<u>Rank</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
Deputy Chief	\$ 28.64 ¹	\$ 59,571.20
Captain	\$ 25.08	\$ 54,774.72
Fire Marshal	\$ 26.35 ¹	\$ 54,808.00
Lieutenant	\$ 23.05	\$ 50,341.20
Private	\$ 21.21	\$ 46,322.64

July 1, 2014 to June 30, 2015		
<u>Rank</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
Deputy Chief	\$ 29.21 ¹	\$ 60,756.80
Captain	\$ 25.58	\$ 55,866.72
Fire Marshal	\$ 26.88 ¹	\$ 55,910.40
Lieutenant	\$ 23.51	\$ 51,345.84
Private	\$ 21.63	\$ 47,239.92

Memorandum of Agreement

This Memorandum of Agreement is entered into between the North Smithfield Fire and Rescue Service, Inc. (hereinafter referred to as the "Department") and the North Smithfield Professional Firefighters, Local 3984 International Association of Firefighters, AFL-CIO (hereinafter referred to as the "Local") and (collectively referred to as the "Parties").

WHEREAS, the Parties acknowledge that a Collective Bargaining Agreement was executed between the Parties for a term of July 1, 2012 to June 30, 2015.

WHEREAS, it is the intention of the Department to enter into negotiations with the Town of North Smithfield (hereinafter referred to as the "Town") to fund, long-term, additional firefighter positions.

WHEREAS, the Parties acknowledge that the Department's budget is funded by the Town.

WHEREAS, if the Department secures long-term funding from the Town for additional firefighter positions, then the Parties acknowledge that this will impact certain sections of the Collective Bargaining Agreement, namely Article X and any other article that is reasonably related to Article X.

WHEREAS, if the Department secures long-term funding from the Town for additional firefighter positions, the Parties acknowledge the mutual desire to re-open Article X, and any other article that is reasonably related to Article X, of the Collective Bargaining Agreement for the purpose of negotiation pertaining to the increasing of staffing/manpower between the Parties.

WHEREAS, the Parties agree to enter into this Memorandum of Agreement in order to address and accomplish the above-cited negotiations.

NOW THEREFORE; in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the Department and the Local agree as follows:

1. The Parties agree that anytime during the term of the above-cited Collective Bargaining Agreement, that negotiations shall commence in regards to addressing staffing/manpower levels with the Department as described in Article X of the Collective Bargaining Agreement.
2. The Parties agree that both the Department and the Local shall be in agreement to commence the above-cited negotiations and if the Parties are not in mutual agreement as to the commencement of said negotiations, then no negotiations shall take place.

3. The Parties agree that the above-cited negotiations shall be only for the purpose of addressing staffing/manpower as described in Article X of the Collective Bargaining Agreement, and any other article that is reasonably related to Article X. The Parties further agree the staffing/ manpower as described in Article X will not be decreased.
4. The Parties agree that if negotiations commences as outlined-above and that the Parties do not reach mutual agreement on addressing staffing/manpower, then the existing staffing/manpower shall remain in full force in accordance with Article X of the Collective Bargaining Agreement.
5. The Parties agree that if an agreement is reached between the Parties in regards to the increase of the staffing/manpower, then said agreement shall be in writing and shall be incorporated in the Collective Bargaining Agreement.
6. The Parties agree that this Memorandum of Agreement shall be subject to the grievance and arbitration provision of the Collective Bargaining Agreement for the enforcement of said Agreement.
7. The Parties agree that this Memorandum of Agreement shall expire upon the expiration of the above-cited Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Department and the Local have caused this Memorandum of Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

(signed) Paul A. Shatraw, Chairman
*As duly authorized by and on behalf
of North Smithfield Fire/Rescue Service, Inc.*

Date: 7/15/13

(signed) Wilfred LaForge, President
North Smithfield Professional Firefighters
Local 3984, International Association of
Firefighters, AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH SMITHFIELD FIRE/RESCUE SERVICE, INC.

AND

**LOCAL 3984, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

AFL-CIO

JULY 1, 2012 THROUGH JUNE 30, 2015

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