

AGREEMENT
BY AND BETWEEN
SAYLESVILLE FIRE DISTRICT
AND PERMANENT FULL-TIME FIREFIGHTERS LOCAL 3023
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
JANUARY 1, 2013 TO DECEMBER 31, 2015

INDEX

		PAGE
	AGREEMENT	3
	PRINCIPLES	3
ARTICLE 1	UNION RECOGNITION	4
ARTICLE 2	STABILITY OF AGREEMENT	5
ARTICLE 3	UNION SECURITY	6
ARTICLE 4	SUCCESSOR CLAUSE	7
ARTICLE 5	MANAGMENT RIGHTS	8
ARTICLE 6	MUTUAL AID	9
ARTICLE 7	GRIEVANCE PROCEDURES	10
ARTICLE 8	CHANGES OR AMENDMENTS	12
ARTICLE 9	SENIORTY	13
ARTICLE 10	PROBATIONARY PERIOD	14
ARTICLE 11	MINIMUM MANPOWER LEVELS	15
ARTICLE 12	PERSONNEL REDUCTION	16
ARTICLE 13	WORK SCHEDULE	17
ARTICLE 14	FILLING VACANT SHIFTS	18
ARTICLE 15	SALARIES	19
ARTICLE 16	LONGGEVITY	21
ARTICLE 17	INCENTIVE PAYMENTS	22
ARTICLE 18	PAYROLLDEDUCTION OF UNION DUES	23
ARTICLE 19	WORKING CALL FIREFIGHTER SHIFTS	24
ARTICLE 20	VACATIONS	25
ARTICLE 21	PERSONAL DAYS	26
ARTICLE 22	HOLIDAYS	27
ARTICLE 23	SICK LEAVE	28
ARTICLE 24	HEALTH AND DENTAL INSURANCE	29
ARTICLE 25	PENSION PLAN	31
ARTICLE 26	PRESUMPTION OF DISABILITY	32
ARTICLE 27	BREAVEMENT LEAVE	34
ARTICLE 28	TUITION REMBURSMENT	35
ARTICLE 29	COURT DUTY	36
ARTICLE 30	MILITARY LEAVE	37
ARTICLE 31	JURY LEAVE	38
ARTICLE 32	LEAVE OF ABSENCE	39
ARTICLE 33	RULES AND REGULATIONS	40
ARTICLE 34	DURATION OF AGREEMENT	41

AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode Island as amended, this AGREEMENT is made and entered into as of January 1, 2013 by and between the Saylesville Fire District, Lincoln Rhode Island (hereafter referred to as the "District") and Local 3023, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereafter referred to as the "Union") Acting for and on behalf of the Permanent Fulltime Firefighters of the Saylesville Fire District, Lincoln RI.

PRINCIPLES

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

ARTICLES OF AGREEMENT

ARTICLE 1

UNION RECOGNITION

Section 1. The District hereby recognizes and acknowledges that the Union is the sole and exclusive collective bargaining representative of the permanent full time firefighters of the District, with the exception of the Chief of the Department, for the purpose of collective bargaining as provided pursuant to the Rhode Island State Labor Relations Act, as amended.

Section 2. The District agrees not to enter into any individual contracts with firefighters covered by the agreement.

ARTICLE 2
STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by authorized representatives of the parties. Failure of the District or the Union to insist, in any one or more instances, upon performance of the terms and conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the District or the Union of future performance, shall continue in force and effect.

ARTICLE 3
UNION SECURITY

All members within the bargaining unit shall, and all employees hired into the bargaining unit shall upon completion of their probationary period, become and remain members of the International Association of Firefighters Local 3023 in good standing as condition of employment.

- A. If the District should hire any probationary firefighters they shall remain probationary until after completion of three hundred sixty five (365) calendar days of service. Upon completion of six (6) months of service the fire fighter shall be entitled to utilize benefits covered under this agreement. Upon completion of one year of service the firefighter shall enjoy full seniority status.
- B. Firefighters shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period at the sole discretion of the District and neither the reason for the disciplinary action, discharge, layoff or dismissal shall be subject to the grievance or arbitration provided for in this Agreement.

ARTICLE 4
SUCCESSOR CLAUSE

Work presently performed by employees in the bargaining unit shall not be assigned to any other Town employer, Fire District or any independent contractor. If at any time during this agreement the town decides to make a municipal fire department, or town wide Fire District 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 or fire district.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Except as expressly limited by the terms of this Agreement, and the duly established past practices between the parties, the District retains all rights and powers held by it previously to certification of the Local as bargaining agent; including but no limit to, the right to fix and determine the District's operating budget and capital expenditures, to establish rules and regulations, to determine staffing levels and assignments of individual firefighters, to hire, evaluate, assign, transfer, promote, demote, suspend discharge, or discipline firefighters, to schedule work and, in general, to determine how when, where and by whom the duties of firefighters, as determined by the district shall be performed.

ARTICLE 6
MUTUAL AID

It is the understanding between the parties that in any case where the District is requested to provide mutual aid to any other City, Town or District, and the permanent paid firefighter of such City, Town or District are involved in a strike and/or informational picket line with said City, Town, or District, permanent paid members of Local 3023 Saylesville Fire District Firefighters shall not be ordered or requested to man any station or apparatus owned by said City, Town or District.

It is further understood by Local 3023 (Saylesville Permanent Firefighters) that it's members may be required and shall report to provide mutual aid services in connection with any fire and/or any related emergency call in such City, Town or District even through a strike and/or informational picket line may exist between the paid firefighters and such City, Town or District.

ARTICLE 7
GRIEVANCE PROCEDURE

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

Section 2. A President or Vice President of the Union shall be granted sufficient time off during working hours to seek to settle grievances without loss of pay, vacation time, sick time or personal time. An aggrieved employee shall have the right to Union representation, including counsel and international representation throughout the entire duration of the grievance procedure.

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

Section 4. **Procedures.**

Step 1. Employees may register grievances with the President or Vice President of the Union, who shall present such grievances to the Fire Chief.

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

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

Step 4. **Arbitration.**

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

ARTICLE 8
CHANGES OR AMENDMENTS

Section 1. This agreement contains the complete and entire agreement between the parties covering rates of pay, wages, hours of employment, working conditions and any and all other terms and conditions of employment and no additions, waivers, deletions, changes or other amendments shall be made during the life of the agreement except by the mutual consent in writing of the duly authorized parties hereto.

ARTICLE 9
SENIORITY

Section 1. A member's seniority shall be determined by the total length of their service as a fulltime paid employee within the Saylesville Fire District.

Section 2. NEW HIRES - Department members hired from within the ranks of the Saylesville Fire Department, seniority will be determined by the ranking on the active roster of the department when two or more members are hired at the same time.

Section 3. NEW HIRES - (Outside of the department) In the event two or more firefighters are hired at the same time. Seniority shall be determined by the final ranking on the hiring list.

ARTICLE 10
PROBATIONARY PERIOD

Section 1. The probationary period for new employees shall begin on the first day of full-time employment and shall end after one year (365 days) of probationary time. Membership in Local 3023, IAFF, shall be a condition of employment upon completion of probation.

ARTICLE 11
MINIMUM MANPOWER LEVELS

Section 1. The District agrees to maintain the present level of full-time manpower as it stands as of January 1,2009. The manpower of the Department is three full-time firefighters.

ARTICLE12
PERSONNL REDUCTION

In the case of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. No new employee (s) shall be hired until all laid-off employees have been recalled to work.

ARTICLE 13
WORK SCHEDULE

Section 1. Full-time employees will work a minimum of forty-two and one half hours per week (42.5) at duties and job assignments as prescribed by the chief of the department.

The work shift will be Monday through Friday, duty hours shall be:

one firefighter 07:30 to 16:00

one firefighter 08:00 to 16:30

one firefighter 08:30 to 17:00.

Section 2. Firefighter work schedules will rotate on the first working day of the month.

07:30 will rotate forward to the next shift and so on. The 08:00 Firefighter will rotate forward or backward any time either shift is not filled due to absence.

Section 3. The firefighters will be allowed one hour from their normal work schedule to prepare and eat their noontime lunch. This must be done at the station and the firefighters considered as being on duty.

Section 4. The firefighters will be allowed twenty minutes from their normal work schedule in the morning and afternoon break. The firefighters must remain at the station and be considered as being on duty.

ARTICLE 14
FILLING VACANT SHIFTS

Section 1. Whenever there is a full-time shift vacant, full time employee shall have the first opportunity to cover the vacant shift at a rate of pay one and one-half times their normal hourly wage.

Section 2. In the event of extenuating circumstances with the fire alarm problems (District), mechanical failure of equipment, storm emergencies etc. The chief shall have to authority to request the full-time employees to work extra hours for which they will receive compensatory time off at a rate of time one and one half (1 1/2).

Section 3. Management will establish a rotating list for the purpose of filling vacant shifts or calling back personnel. The list shall be established from the most senior firefighter to the least.

ARTICLE 15
BASE SALARIES

Section 1.

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Probationary Firefighter	\$41,245.00	\$41,863.00	\$42,491.00
Firefighter	\$45,370.00	\$46,049.00	\$46,740.00
Lieutenant	\$49,906.00	\$50,654.00	\$51,414.00
Captain	\$52,402.00	\$53,187.00	\$53,985.00
Deputy Chief	\$57,642.00	\$58,506.00	\$59,383.00

Section 2. Salary shall be divided into twenty four (24) equal pay days.

Section 3. Salaries shall be paid on the 15th of the month and the last day of each month. If the 15th and the last day of the month fall on a regular scheduled day off the pay day shall be the last scheduled working day prior to the 15th and the last scheduled working day of the month.

Section 4 Fire: Marshal position \$2500.00 to be added to the base salary of the members pay and shall be paid equally over the 24 pay period.

Section 5. Training position \$2500.00 to be added to the base salary of the members pay and shall be paid equally over 24 pay period.

Section 6. The Chief shall allow employees to use compensatory time within a reasonable length of time after it is earned, provided that the effective operation of the Department/District is not impaired. Compensatory time may be accrued to a maximum of 42.5 hours in a given calendar year. All compensatory time earned and used will be recorded on the vacation time sheet.

Section 7. In the event that a call firefighter shift is not filled the chief shall have the authority to request the full-time firefighters to work the shift. The full-time firefighter shall have the option to work the shift or refuse. Compensation will be at one and one halftimes (1.5) their normal hourly rate of pay.

ARTICLE 16
LONGEVITY PAY

Section 1. Longevity shall be computed based on the amount of service time the employee has as of his anniversary date. When an employee's anniversary date falls after January 1, of the year the employee is eligible for longevity. The longevity shall be pro-rated for the remainder of the year.

Section 2. Longevity pay is a percentage of the member's yearly base salary. Longevity shall be included for pension purposes.

Section 3. Longevity pay shall be included in the normal pay schedule.

Longevity pay

Years of service

5 years or more	3 %
10 years or more	4%
15 years or more	5%

ARTICLE 17
INCENTIVE PAYMENTS

Section 1.

Members who possess an Associate's Degree shall receive an annual incentive payment of One Thousand Dollars (\$1,000). (FIRE SCIENCE OR PUBLIC ADMINISTRATION) The payment shall be added to the member's base salary and included for pension purposes.

Members who possess a Bachelor's Degree shall receive an annual incentive payment of One Thousand Five Hundred (\$1,500). (FIRE SCIENCE OR PUBLIC ADMINISTRATION) The payment shall be added to the member's base salary and included for pension purposes.

Section 2. Incentive pay shall be included in the normal pay schedule.

ARTICLE 18

PAYROLL DEDUCTIONS OF UNION DUES

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

ARTICLE 19
WORKING CALL FIREFIGHTER SHIFTS.

Section 1. Full-time firefighters shall be allowed to work the call fire fighter shifts. They shall follow the same procedure as the call firefighters for signing up for shifts. Full-time firefighters shall be compensated at their normal hourly rate of pay. Wages earned while working call firefighter shift(s) shall not be considered as part of the full time firefighters base pay. In the event that a full time firefighter is injured working the call system it will be considered as an on duty injury.

Section 2. In accordance with the fair labor standard act section (7)K full time employees may not exceed 212 hours worked within a twenty eight (28) day period. (Full time employee may work up to forty-two (42) additional hours per 28 day period.)

ARTICLE 20
VACATIONS

Section 1. The amount of vacation leave with full pay will be computed as follows:

- A. 1 Week (5 working days) at the completion of 6 months of service.
- B. 2 Weeks (10 working days) at the completion of 1 year of service.
- C. 3 Weeks (15 working -days) at the completion of 7 years of service.
- D. 4 Weeks (20 working days) at the completion of 15 years of service.
- E. 5 Weeks (25 working days) at the completion of 20 years of service.

Section 2. Vacation will be awarded on the employees' anniversary date. Vacation time shall be scheduled and not unreasonably withheld.

ARTICLE 21
PERSONAL DAYS

Section 1. Each fulltime firefighter shall receive two (2) personal days per calendar year to be used at a time agreeable to the Chief and the person requesting the time.

Section 2. New hires- firefighter(s) shall receive one (1) personal day after six (6) months of service, to be used at a time agreeable to the Chief and the person requesting the time.

ARTICLE 22

HOLIDAYS

Section 1. Full-time firefighters will not work for the following holidays:

New Year's Day.	Columbus Day.
Martin Luther King Day (floating holiday)	
Presidents Day (floating holiday)	
Memorial Day	Veterans Day.
Independence Day.	Thanksgiving Day.
Victory Day.	Christmas Day.
Labor Day.	

Each full- time firefighter shall receive an extra day off for Martin Luther King's Day and Presidents Day. To be used at a time agreeable to the Chief and the person requesting the time off.

Section 2. Any holiday (s) that fall on a regular scheduled day off, each firefighter shall receive a compensated day off to be used at a time agreeable to the Chief and the person requesting the time off.

ARTICLE 23

SICK LEAVE

Section 1. Each full time fire-fighter shall accrue sick leave at a rate of two and one half days (2 ½) working days for each calendar month of service. Each employee shall be able to carry over from year to year any unused sick leave up to a limit of one hundred eighty days (180).

Section 2. A doctor's certificate or other medical proof satisfactory to the district may, at the option and expense of the District, be required for returning for work.

Section 3. Sick leave for job connected injuries or sickness will not be charged to the employees sick leave.

ARTICALE 24
HEALTH AND DENTAL INSURANCE

Section 1. The district agrees to assume the full cost of family coverage for Blue Cross Healthmate Coast to Coast plan for all full-time firefighter.

Hospital benefits - unlimited hospital days: 45 mental health days: standard managed benefits program: \$ 25.00 emergency room co-payment unless admitted, student covered until age 23.

Surgical medical benefits - Script -20% co-payment for prescriptions (including oral contraceptives)

Home/office visits ten dollars (\$10.00) co-payment (including routine eye exam)

Other benefits: organ transplants

Section 2. The district agrees to assume the full cost of family Delta Dental of Rhode Island plan level III for all full-time firefighters.

Section 3. If a more cost effective health plan is found that is equal to or greater than the current health insurance now being provided in article 22 it must be approved by both parties.

Section 4. In the case of an unmarried employee, individual coverage is to be furnished under such plans. Retired employees shall receive the same benefit package, or equivalent as stated in the October 17, 1978, resolution.

Section 5. All full-time firefighters covered by this agreement will receive the same health coverage as stated above.

Section 6. The October 17, 1978 resolution will only apply to full-time firefighters prior to January 1, 2006.

Section 7. Any new full-time firefighters employed after January 1,2006 will receive medical benefits until their normal retirement age. At the time of retirement the district will provide a single health plan until age 65. The member can at their option purchase a family plan through the fire district. At age 65 the member will be provided with plan 65 health plan for life.

Section 8. New full-time firefighters employed after January 1,2006 will Co-Pay for health insurance according to the following schedule.

<u>2013</u>	<u>2014</u>	<u>2015</u>
7%	8%	9%

Section 9. Full-time firefighters employed prior to January 1,2006 will Co-Pay for health insurance according to the following schedule.

<u>2013</u>	<u>2014</u>	<u>2015</u>
3%	6%	9%

ARTICLE 25
PENSION PLAN

Section 1. The District shall provide benefits in accordance with the existing pension plan (John Hancock),

- A. For the purpose of providing benefits for full-time firefighters of the district, under the provisions of the Town Of Lincoln Retirement Plan, the firefighters agree to contribute six (6%) of their gross annual salary, to the Town Of Lincoln Retirement Plan. This contribution is to be deducted by means of payroll deduction by the District. The District agrees to contribute the remainder of the cost necessary to provide a retirement benefit.
- B. Normal retirement age is the later of 55 years old or completion of 10 years of service or the completion of 30 years of service.
- C. Benefit formula: The monthly benefit payable upon normal retirement is 2.5% of an average monthly salary multiplied by credited service up to the first 20 years of service, plus 2% of average monthly salary multiplied by up to ten (10) additional years of credited service, with the resulting maximum of 70% at 30 years of service.
- D. Average monthly salary means 1/ 36th of total salaries of the three most highly compensated consecutive years during the final ten (10) years of employment.

ARTICALE 26

PRESUMPTION OF DISABILITY INJURIES RECEIVED OR SICKNESSES CONTRACTED IN THE PERFORMANCE OF' DUTIES

Section 1. In any case where an employee covered by this agreement is disabled from performing their duties as a firefighter because of heart condition, respiratory ailment, hypertension or from any condition derived from hypertension or develops cancer, it shall be conclusively presumed that such disability is attributable to their employment as a member of the fire department.

Section 2. Any injury received or sickness contracted in the performance of duty shall be reported to the Chief immediately, verbally and followed up by a written statement with all pertinent information surrounding the injury or illness as soon as possible.

Section 3. The provisions of R.I.G.L. 45-19-1 are incorporated by reference herein. Without limiting the generality of the forgoing, the District and Union Acknowledge and agree whenever any full-time firefighter employee of the District is wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duties, the District shall, during the incapacity, pay such firefighter the salary or wage and benefits to which said firefighter would be entitled had he not been incapacitated, and shall pay the medical, surgical, dental, optical or other attendance or treatment, nurses, hospital services, medications, crutches, and apparatus for the necessary period, except that to the extent the District provides such firefighter with health insurance coverage for the related treatment, services, or equipment, then the District is only obligated to pay the difference between the maximum amount allowable under the relevant insurance coverage and the actual cost of treatment, service or equipment.

Section 4. In addition, the District shall pay all similar expenses incurred by a member who has been placed on a disability pension and suffers a recurrence of the injury or illness that dictated his disability retirement.

Section 5. Full-time firefighter employee of the Saylesville Fire District who is wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his duties and who has been absent from duty for a period of twelve (12) consecutive months or for a cumulative total period of twelve (12) months within eighteen (18) month period, and who shall not return to duty with thirty (30) days thereafter, shall apply, either individually or by the District, on his behalf for a disability retirement pursuant to and in accordance with the relevant statutory provisions of the Optional Retirement for Members of Police Force and Fire Fighters R.I.G.L. 45-21.2-1et seq. and relevant administrative rules and regulations. The thirty (30) calendar day period in which a firefighter is expected to return to duty or apply for a disability retirement may be extended in the sole discretion of the Board of Fire Wardens, if competent medical evidence confirms, to a reasonable degree of medical certainty, that the disabled fire fighter will be capable to return to full and unrestricted duty within a reasonable period after the twelve (12) month period.

Section 6. In the event that a fire fighter is placed on disability retirement under the provisions of this article the District agrees to provide the firefighter: Health care and Dental coverage in accordance with Article 21.

ARTICLE 27
BREAVEMENT LEAVE

Section 1. All full-time fire fighters shall be allowed bereavement leave without loss of pay in the event of a death of a member of the immediate family, i.e., mother, father, child, brother, sister, "significant other", grandparents and mother and father-in-law; leave shall not extend more than three (3) days. In the event there is a death in the firefighters family, but not in the immediate family as defined above, the firefighter shall be granted one day (1) to attend the funeral service, without loss of pay.

ARTICLE 28
TUITION REMBURSMENT

Section 1. The District agrees to pay for all courses in the Fire Science curriculum, or any courses required to obtain the degree. All members wishing to take Fire Science classes have to submit their request in writing to the Board of Fire Wardens sixty days (60) prior to registration for approval to take courses for reimbursement purposes.

Section 2. Any member wishing to further their education outside the Fire Science curriculum will have to apply to the Board of Wardens for permission if the member is requesting reimbursement. This request shall be made as far in advance as possible but no later than sixty days (60) prior to registration. This will allow the Board of Fire Wardens time to evaluate the program and respond in writing, approving or denying the request.

Section 3. Books and other associated cost for taking classes, such as lab fees etc. is the responsibility of the person attending the degree program.

Section 4. To obtain reimbursement, the member must submit proof of payment and proof of a passing grade.

Section 5. Members who receive an Associate's Degree after January 1, 2006 shall be required to remain in employ of the District for Three (3) years beyond graduation.

Section 6. Members who receive a Bachelor Degree after January 1, 2006 shall be required to remain in the employ of the District for five (5) years beyond graduation.

ARTICLE 29
COURT DUTY

Section 1. Firefighters who are required to appear in court or hearings by appropriate authority to represent the District in civil or criminal matters, at a time when they normally would be off duty, shall be compensated at one and one-half times their regular rate of pay for the actual time spent at said hearings.

ARTICLE 30
MILITARY LEAVE

Section 1. Military leave shall be granted in accordance with all applicable laws.

ARTICLE 31
JURY LEAVE

Section 1. Every firefighter covered by this agreement who is ordered by appropriate authority to report for jury duty shall be granted leave of absence from his regular duties and during the actual period of jury duty shall receive for such period of jury duty the difference in pay between his regular pay and the amount of compensation received from his jury duty.

ARTICLE 32
LEAVE OF ABSENCE

Section 1. Firefighters at the sole discretion of the district may be granted leaves of absence for good cause upon written application to the District. All leaves of absence without pay are to be requested from the District as far in advance as possible, stating the reason for the leave and the amount of time requested. The District shall give a written reply granting or denying the request within thirty (30) days.

ARTICLE 33
RULES AND REGULATIONS

Section 1 .All members covered by this agreement shall receive a copy of the rules and regulations before he/she reports for his first tour of duty.

Section 2. The Union shall have the right to make comment in writing on any and all sections of the rules and regulations of the Saylesville Fire Department to the Board of Fire Wardens.

ARTICLE 34
DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall commence January 1 2013 through and shall continue in full force and be binding upon the respective parties here to until midnight December 31, 2015 provided a notice of intent in writing to terminate or negotiate a new agreement made by either one of the parties upon the other at least one hundred twenty days prior to the 2016 annual meeting of the Saylesville Fire District. If no such notice is served or service is untimely, this agreement shall renew itself from year to year until such notice is given.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the part of the district by its Board Of Fire Wardens and on the part of the Local by its Vice President.

Saylesville Fire District
Board of Fire Wardens

Local 3023

Ernest Lacombe
Chairman of the Board of Fire Wardens

Alan Laird
Vice President, Local 3023

Witness
F. Barbara Ferioli
Clerk

Date