

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE TOWN OF SMITHFIELD  
AND  
LOCAL 2050, INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO**

**FOR THE PERIOD JULY 1, 2013 TO JUNE 30, 2016**

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## AGREEMENT

### INTRODUCTION

This agreement is made and entered into this 21<sup>st</sup> day of January, 2014, by and between the Town of Smithfield ("Town" or "Employer") and Local 2050 of the International Association of Fire Fighters, AFL-CIO ("Local 2050" or "Union"). It is made and entered into pursuant to the provisions of R.I.G.L. 28-9.1-1 et seq., known as the "Fire Fighters' Arbitration Act".

The Town and Union encourage practical, friendly and cooperative relationships among their respective representatives at all levels with a view toward facilitating the adjustment of any dispute, which may arise.

## ARTICLE I

### Section 1: Recognition

The Town recognizes Local 2050, I.A.F.F., AFL-CIO, as the exclusive bargaining agent for all permanent employees of the Smithfield Fire Department with the exception of Chief of the Smithfield Fire Department with the right to bargain collectively concerning wages, rates of pay, and other conditions of employment. The provisions of this Agreement shall be observed for the orderly settlement of all questions pertaining to wages or rates of pay or other terms and conditions of employment.

**Section 2: Union Security**

a) The Town agrees not to discharge or discriminate in any way against employees of the permanent Fire Department for Union membership or activities and shall permit the use of bulletin boards in fire stations for the posting of notices concerning union business and activities.

b) All permanent employees of the Fire Department shall not be required to become members of Local 2050 during the term of this Agreement, but shall, as a condition of continued employment, pay to Local 2050 an amount of money equal to Local 2050's regular and usual initiation fees and its regular and usual dues as an agency fee.

c) The failure to maintain membership in Local 2050, in accordance with the terms of this Agreement, or the failure to pay the established agency fee to Local 2050, in accordance with the above paragraph hereof, shall be considered a ground for dismissal under the provisions of this Agreement, provided however, that nothing contained herein shall be construed so as to place any obligation upon the Town to discharge any employee for non-membership in Local 2050 if:

- (1) The Town has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other fire department employees; or
- (2) If the Town has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to render the periodic dues and initiation fees uniformly and lawfully required as a condition of acquiring or retaining membership.

d) Local 2050 officers, up to two (2) in number for each meeting, may be allowed time off to attend monthly meetings including Executive Board Meetings of the State Fire Fighters Association (not to exceed two (2) per calendar year for each Local 2050 Officer), the annual

meetings of the National Convention of Fire Fighter's Association and the Rhode Island State Association of Fire Fighters, and for the purpose of attending seminars as approved by the Chief of the Fire Department and relating to fire fighting services and activities, without loss of pay and without the requirement to make up such time. For the purposes of the monthly meetings of the State Fire Fighters Association, the term "Local 2050 Officers" shall mean Delegates and Alternate Delegates.

e) All employees who are officers of Local 2050 or who are appointed by Local 2050 as members of the collective bargaining negotiating team (said team not to exceed three (3) in number) shall be allowed time off for official union business in negotiations or conferences with the Town Council or the Town Council's designee, the Rhode Island Department of Labor, or the State Labor Relations Board, with pay and without the requirement to make up said time.

f) Employees who are on leave of absence for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of this Agreement or as may otherwise be provided for by law.



**Section 3: Payroll Deduction of Union Dues**

The employer agrees to deduct from the wages of each employee who has authorized the employer in writing to do so, such initiation fees and monthly dues as the Union shall designate. Such deduction shall be made weekly and shall be remitted monthly to the Treasurer of Local 2050.

**Section 4: Indemnification**

The Union shall indemnify and hold harmless the Town and any of its agents and employees performing required duties of the Town against any and all claims, suits, orders and judgments brought or issued against the Town as a result of the Town's reasonable compliance with Section 3 of this Article.

### Section 5: Management Rights

Any and all rights concerned with the management and operation of the Fire Department are exclusively that of the Town unless otherwise provided by the terms of this Agreement. The Town has the authority to adopt rules for the operation of the Department and the conduct of its employees in the performance of their duties, provided such rules are not in conflict with the provisions of the Agreement nor with the applicable laws and with the duly established past practices of the parties as defined by law. Such rights shall include, but are not limited to, the following: to determine the standards and level of services to be offered by the Fire Department; the standards applicable to selection for employment; to direct employees in the conduct of Fire Department business; to relieve employees from duty because of lack of work or for economic reasons; to issue rules and regulations applicable to employees; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Town's operations are to be conducted; and to determine the content of job classifications; and to hire and assign and transfer employees within the department. The parties agree that the provisions and benefits provided by the Town under the Personnel Ordinance of the Town of Smithfield and the Rules and Regulations of the Smithfield Fire Department to the employees herein covered by this Agreement, but not specifically enumerated herein, shall continue to apply.

## ARTICLE II

### Section 1: Rules and Regulations

Local 2050 shall be permitted to make suggestions regarding department rules and regulations. Such suggestions shall be submitted in writing to the Chief of Department. Said suggestions for rules and regulations will be given due consideration and adopted if deemed advisable by the Town. The Town agrees to furnish each employee with a complete and up-to-date set of rules and regulations governing the Smithfield Fire Department.

ARTICLE III

Section 1: Wages

Salaries for the permanent employees of the Smithfield Fire Department shall be as follows:

	<u>7/1/13- 6/30/14</u>	<u>7/1/14- 6/30/15</u>	<u>7/1/15- 6/30/16</u>
Deputy Chief	\$1,312.28	\$1,338.53	\$1,365.30
Captain	\$1,193.01	\$1,216.87	\$1,241.21
Lieutenant	\$1,084.55	\$1,106.24	\$1,128.36
Private, 3 <sup>rd</sup> Year	\$971.23	\$990.65	\$1,010.46
Private, 2 <sup>nd</sup> Year	\$841.89	\$858.73	\$875.90
Probationary Private	\$750.19	\$765.19	\$780.49
Civilian Secretary	\$874.69	\$892.18	\$910.02
Probationary Civilian Secretary	\$830.95	\$847.57	\$864.52
Civilian Dispatcher 3 <sup>rd</sup> Year	\$829.06	\$845.64	\$862.55
Civilian Dispatcher 2 <sup>nd</sup> Year	\$666.82	\$680.16	\$693.76
Probationary Dispatcher	\$600.14	\$612.14	\$624.38

**Section 2: Probationary Employee**

Any person appointed as a permanent employee shall receive the pay for that position commencing with the first pay period after he has completed one (1) year of service.

All new probationary fire fighters of the Department shall, as a condition of employment, possess a state certified EMTA license. Moreover, as a condition of employment, all fire fighters shall be required, within a period of three (3) years after hire, to secure an EMTC license as certified by the state and maintain said license for a period of nine (9) consecutive years. After such nine (9) years, Fire Fighters may drop EMTC licensure only as long as this would not reduce the number of EMTC licensed Fire Fighters in fire companies on any platoon below two (2) for all permanently staffed medic units plus one (1) at any other engine or ladder company unless the Chief of the department determines that it is not necessary for a fire fighter to maintain his/her EMTC license.

**Section 3: Deferred Compensation Annuity**

The Town shall provide at least one (1) public employee deferred compensation plan for all employees of the Department. The parties agree that any change in the deferred compensation plan shall be agreeable to both the Town and the Union.

## ARTICLE IV

### Section 1: Hours of Work

- a) The Smithfield Fire Department shall be organized operationally by the Chief.
- b) The hours of duty for each employee assigned to the Fire Fighting units (Engine, Ladder or Medic) and Fire Alarm dispatchers shall be an average of forty-two (42) hours per week on shifts as determined by the Chief of the Fire Department. The Deputy Chief, Chief's Aide, EMS Coordinator, Civilian Secretary, Fire Prevention Bureau, Training and Maintenance Divisions of the Fire Department shall work an average of forty (40) hours per week with the option of working four (4) ten (10) hour days between Monday and Friday each week as approved by the Chief.
- c) The regular work schedule for members of the Engine and Ladder Company, Rescue Squads and Fire Alarm Dispatching shall be an average of forty-two (42) hours per week; the work schedule to consist of four (4) platoons working two (2) consecutive ten (10) hour days each, two (2) consecutive fourteen (14) hour nights, followed by four (4) days off.
- d) The Fire Prevention Bureau, Training and Maintenance Divisions, Civilian Secretary, Deputy Chief, Chief's Aide and EMS Coordinator shall receive all holidays, according to Article IX, Section 1 of this agreement, as time off with pay unless required to be called back during an emergency which they shall receive in addition to the regular days pay time and one-half (1-1/2) for all hours worked.



**Section 2: Overtime**

a) All authorized hours worked in excess of the normal daily work shift shall be compensated at the rate of time and one-half (1-1/2), computed in minimum of one-half (1/2) hour increments.

b) Overtime in the fire alarm office shall be offered to off-duty civilian dispatchers first and then to qualified off-duty fire fighters. Should no fill-in be secured from either of these two groups, then the least senior off-duty dispatcher shall be ordered to fill the vacancy.

c) Employees shall have the option of receiving compensatory time off in lieu of overtime pay to a maximum accumulation of two hundred (200) hours in a contract year. Such compensatory time may be taken whenever a qualified fill can be obtained. Compensatory time shall be charged at a minimum of four (4) hours unless such time is approved by the Chief of the Department. All compensatory time accumulated up to the maximum of two hundred (200) hours shall be eliminated and paid on June 30 of each year. Compensatory time shall be paid out at the employee's normal rate of pay.

**Section 3: Call-Back and On-Call Pay**

a) Employees called back for duty on an individual basis shall be compensated at the rate of time and one-half (1-1/2) their regular salary, with a minimum of four (4) hours guaranteed. Time worked in excess of the four (4) hour minimum will be paid in one-half hour increments. Permanent employees responding to alarms on off-duty time shall be paid at their overtime rate of pay.

b) For the purpose of this Agreement, voluntary substitution shall be defined as work performed for another employee in his absence, on a substitute basis. The rate of pay for such work shall be computed on a straight time basis, and such time worked shall not be considered in computing overtime. Voluntary substitution must be approved by the Chief or his designee and will only be allowed for regular shifts.

c) For the purpose of this Agreement, on-call pay shall be defined as when an employee of the Department is required to be available for duty up to eight (8) consecutive hours but not physically present at his place of duty. He shall be entitled to pay for such on-call on the following basis:

- (1) Three (3) hours' pay at the regular rate for each weekday or Saturday.
- (2) Four (4) hours' pay at the regular rate for each Sunday or Holiday.

d) A holiday is any day granted as such to employees in Article IX of this Agreement.

**Section 4: Overtime Call Back Provisions**

a) In the event it is necessary to call back employees for overtime, there shall be established seniority lists which shall be used for such overtime call back and the lists shall be followed in rotation, provided the employee is qualified to do the work.

b) Overtime shall be equally and impartially distributed in each contract year among employees who are qualified to perform such work. Employees who are excused by rejecting the position or benefit of such overtime shall be charged with overtime for purposes of equalizing the distribution.

c) The Town shall keep records of call back overtime worked. In case of a grievance involving such records, the records shall be subject to examination by the Union President or his designee.

### Section 5: Special Details

a) For the purpose of this Agreement, special details are defined as work of non-emergency nature, specifically, standby as fire watch at public or private functions.

b) Standby pay for public functions shall be compensated at the rate of time and one-half (1-1/2) per hour for all ranks, with a four (4) hour minimum guaranteed paid by the Town in the next pay period provided the employee submits the paperwork required by the Town upon completion of the detail.

c) Standby pay for private functions shall be compensated at the rate of time and one-half per hour for all ranks, with a four (4) hour minimum guaranteed paid by the Town in the next pay period provided the employee submits the paperwork required by the Town upon completion of the detail.

d) Standby public or private functions, which occur on the holidays of July 4th, Christmas, New Year's and Thanksgiving, shall be paid at the rate of twice the rate set forth in the preceding paragraph with a minimum of four (4) hours. The holidays of Thanksgiving, Christmas and New Year's Day shall be considered to commence at 8:00 p.m. on the eve of the holiday and end at 8:00 p.m. on the day of the holiday.

e) Assignment for standby for public or private functions shall be made from the overtime callback list. Any standby hours shall not be included in computing the regular forty-two (42) hour workweek, nor in computing overtime. Nothing in this Agreement is intended to restrict the Town's right to use on-duty personnel at straight-time rates to perform any detail.

f) Whenever any fire fighter who has been assigned to a private or public function is injured in the course of such detail, he shall be compensated by the Town for all medical and hospital expenses not covered by medical insurance, salary, etc. to the extent required by Section 45-19-1 of the General Laws of Rhode Island, as amended from time to time.

**Section 6: Overtime Rate of Pay**

The hourly rate of overtime pay shall be equal to 1.5 times one forty-second (1/42nd) of the employee's weekly salary for employees who work an average forty-two (42) hour workweek.

The hourly rate of overtime pay shall be equal to 1.5 times one-fortieth (1/40th) of the employee's weekly salary for employees who work an average of forty (40) hour workweek.

**Section 7: Temporary Service Out of Ranks**

a) In the event of a temporary vacancy in the officer's rank on a particular platoon, any such vacancy shall be filled at once unless the Chief of Department in his opinion determines the vacancy should not be filled. Fire fighters/officers who are on the appropriate promotional list shall govern selection of the fire fighter/officer assuming the duties of a higher rank. If no fire fighter/officer is available from the appropriate promotional list then the least senior qualified officer of the same rank shall be ordered in to assume the duties, provided that this fire fighter/officer is not already working his/her normal work shift. As a last resort a firefighter/officer on the appropriate promotional list, who is working his/her normal daily work shift may be moved up to cover the temporary vacancy to avoid an order back, that position would then be covered. Temporary service out of rank shall be the basis for pay purposes when determining holiday and overtime pay, providing such service is for a period of one (1) full workshift.

b) In any case where a fire fighter serving out of rank for a period of one (1) full workshift or more, contracts an illness or suffers an injury in the performance of his duty, he shall be entitled to all of the benefits of this contract and all the benefits provided by Chapter 45-19-1, including pay at the rate he was receiving while serving out of rank. The fire fighters of the Smithfield Fire Department shall have the right to first choice to fill any temporary or permanent vacancies on the Smithfield Fire Department with the exception of the position of Chief of Department.

**Section 8: Attendance at Court and Meetings**

Whenever an employee is required to attend court or attend meetings or hearings in connection with his employment, such time shall be compensated as part of his regular workweek. Transportation shall be provided for the employee that attends depositions and hearings involving the carrying out of one's duty.

**Section 9. Permanent Vacancies**

a) Vacancies in the private's and officer's ranks and civilian employees will be filled within ninety (90) days after the vacancy occurs, providing there are physically fit and qualified candidates for the vacancy.

b) The Town shall anticipate and plan for filling of vacancies on the department by having a list of physically fit and qualified candidates at all times.



**Section 10: Detail to Other Departments**

The Town agrees that employees of the Smithfield Fire Department shall not be detailed or transferred to other departments of the Town without agreement of the employee. Local 2050 recognizes that agreement of the employee may be waived by the Town or the Chief of the Department in an emergency and the Town agrees that such details or transfers shall be compensated at the rate of time and one-half (1.5) of employee's rate of pay for duties performed.

**Section 11: Transfers Within Department**

a) The detailing or transferring from one unit to another within the fire department shall be the responsibility of the Chief of the Department.

b) No employee transferred shall receive a rate of pay less than his highest rate of pay before being transferred. In any case, insofar as practicable, the qualified senior employee covered by this Agreement shall have the right to transfer to any vacancy in the Department. If no employee bids to transfer, then the employee with the least amount of seniority (qualified) on the department shall fill the vacancy. A bid to transfer shall be conducted after a permanent vacancy occurs or a new position is added to the Department.

c) Employees taking headquarters staff positions will, upon returning to a fire company, resume the rank and pay rate previously held in a fire company before assuming the staff position. If an employee were promoted to a higher rank while working in Headquarters, then the employee would retain that rank.

**Section 12: Miscellaneous Details**

No employee covered by this Agreement shall be required to perform any service, except where required by law, for any public or private organization or any civic function, including any parades or similar functions; however, any employee may parade or attend civic functions on a voluntary basis without pay.

### **Section 13: Minimum Manpower**

In the interest of fire fighters' safety the minimum manpower of the Department for EMS and Suppression by platoon shall be as follows:

- (1) Captain, (on an Engine)
- (1) Lieutenant/Fire, (on an Engine or Ladder)
- (2) Privates/EMS, (on Rescue)
- (2) Captains or Lieutenants/EMS, (on Rescue)
- (4) Privates/Fire, (on an Engine or Ladder)

Ten (10) permanent firefighters, including officers on each platoon, manpower shall be dispersed as follows: (The Local agrees to suspend the above provision upon written request by the Town on a case by case basis. Request shall not be unreasonably denied.)

(a) During normal working hours, no Engine shall be put into service unless it is manned by three (3) permanent fire fighters, one (1) of whom shall be a fire officer.

(b) During normal working hours, no Ladder Truck shall be put into service unless it is manned by two (2) permanent fire fighters, one (1) of whom shall be a fire or EMS officer.

(c) During normal working hours, no Rescue Truck shall be put into service unless it is manned by two (2) permanent fire fighters, one (1) of whom shall be an EMS officer.

(d) Notwithstanding the provisions of paragraphs (a) and (b) above, a permanent fire fighter may be assigned at the scene of an emergency to a Rescue from an Engine or Ladder Truck, when, in the discretion of the officer, it is necessary. Said Engine or Ladder Truck would remain in full service.

Brush, and Air Supply Vehicle's may respond to the same incident with only one (1) fire fighters in conjunction with an Engine or Ladder from the same station using the back step

firefighter as the driver or a firefighter may be called back to respond to an incident as a second run piece of apparatus to assist an apparatus manned in accordance with paragraphs (a) and (b) above. If they are manned by three (3) permanent fire fighters, one of whom shall be an officer, they shall be available as a first run piece as well.

When an Engine or Ladder crew is reduced to two (2) fire fighters as in sub. Paragraph (a) and (d) above, Fire Alarm will dispatch at least one (1) additional Engine or Ladder Company to supplement the undermanned piece to all fire calls.

(e) Effective July 1, 2012, the EMS Coordinator shall hold the rank of EMS Captain, except that the present EMS Coordinator shall remain in said position regardless of rank until he is transferred or retires.

(f) Effective July 1, 2012, two EMS Lieutenants other than the EMS Coordinator shall be promoted to EMS Captain.

## ARTICLE V

### Section 1: Sick Leave

a) Leave of absence shall be granted at the rate of one hundred twenty (120) working hours per year accumulative to nine hundred sixty (960) hours. Upon retirement, voluntary termination after ten (10) years of service in the Department, or death, an employee or upon his death, the employee's spouse shall receive a lump sum payment equal to one hundred percent (100%) of his accumulated sick leave hours, not to exceed a total of nine hundred sixty (960) hours based upon an employee's salary at that time.

b) Any employee who, as of June 30, of the contract year has a leave of absence accumulation of more than the nine hundred sixty (960) hours limit shall forfeit said excess hours on said date; however, such qualified employees shall be granted eight (8) additional vacation hours during the next fiscal year for each forty (40) hours of unused leave of absence hours so forfeited. Compensation shall be made on or before July 31, of the contract year.

c) The provisions of paragraph (a) above are not applicable to an employee who is terminated by the Town for disciplinary reasons.

d) A maximum of eight (8) hours shall be deducted from an individual's total leave of absence accumulation, for a day or a night shift. When an employee leaves the department the number of hours that he/she has shall be divided by eight (8) and paid at their normal daily rate.

## **Section 2: Leave of Absence and Reasons for Leave**

Leave of absence for employees of the Fire Department shall be granted for the following defined reasons:

a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his present position; provided that time taken shall be chargeable to accumulated leave of absence.

b) Attendance upon employees of the family within the household of the employee whose illness requires the care of such employee provided that not more than seven (7) working days with pay shall be granted to the employee for this purpose in any quarter, nor more than fifteen (15) working days in any one calendar year. In case of emergency, the leave may be extended (employees can be required to sign an affidavit stating there is no possible way to make other arrangements) upon recommendation of the Chief and upon approval of the Town Manager; provided that time taken shall be chargeable to accumulated leave of absence.

c) Death of a mother, father, grandparent, step-mother, step-father, step-brother, step-sister, spouse, child, brother, sister, mother-in-law, father-in-law, or other member of the immediate household, provided that in such cases the leave shall not extend more than one day beyond the date of burial of said deceased person provided that time taken shall not be chargeable to accumulated leave of absence.

d) Death of other relative provided that in such cases the leave with pay shall be for not more than one (1) day to permit attendance at the funeral of said person. (Affidavit may be required.) Time taken shall not be chargeable to accumulated leave of absence.

e) Sick leave may be taken without a doctor's certificate for three (3) days, but an employee on sick leave may be examined at any time by a doctor selected by the Chief or Acting Chief of the Department at the expense of the Town.

f) The Chief of the Department may require a physician's certificate or other satisfactory evidence in support of any request of sick leave; however, such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

g) Enforced quarantine arising from performance of duty when established and declared by the State Department of Health or other competent authority for the period of such quarantine only. Such time shall not be chargeable to leave of absence, but the employee shall receive his regular compensation during such quarantine.

h) The Chief of the Department may grant up to three (3) days emergency leave for good cause shown. This emergency leave may be further extended at the discretion of the Chief. Such emergency leave may be charged to vacation or leave of absence.

i) Permanent employees of the Fire Department for good cause shown upon recommendation of the Chief and approval of the Town Manager shall have the right to borrow up to thirty (30) days against future accumulations of sick leave. In the event an employee terminates his employment for reasons other than sickness or job injuries, all borrowed sick leave must be repaid to the Town.

j) A physician form, provided by the Town must be signed by the employee's duly licensed physician and shall include confirmation of the employee's functional impairment to perform his regular duties and responsibilities before returning to work after an injury or illness. The Town also reserves the right to require an employee to undergo a medical examination at its expense to the extent it is not covered by the employee's health insurance. Should an employee fail to comply with any of the provisions of this section, he/she may be placed on unauthorized, unpaid leave and shall be subject to discipline up to and including discharge.



**Section 3. Leave of Absence Accrual**

Any employee taking leave of absence without pay shall cease to accrue leave of absence entitlements during the period of such absence.

**Section 4: Maternity Leave**

a) Employees who are disabled from performing their regular duties due to pregnancy or childbirth may be granted light duty, if such is available. If not, then the employee will be entitled to use accrued sick leave and/or vacation. If disability continues after sick leave and vacation entitlements are exhausted, the employee will be entitled to maternity leave without pay for a period of up to nine (9) months, provided, however the total period of absence for any employee for all purposes during any twenty-four (24) month period shall not exceed twelve (12) months.

b) Subject to the same proviso, employees shall be eligible for up to thirteen (13) weeks of unpaid leave upon the birth of a child in order to care for the child.

c) Employees shall provide documentation satisfactory to the Town upon request. The Town may require medical examination and report by a physician appointed and paid by the Town.

d) No benefits shall accrue or attach for employees on unpaid leave under this Agreement, except that the Town will continue to make its full contribution for medical insurance during unpaid absences established by this Section.

e) Employees' seniority time and pension time shall continue during unpaid absences established by this Section.

**Article V - Section 5: Military Leave**

Each firefighter who is a member of the National Guard or Military Reserve of any branch of the Armed Forces of the United State and who is required to undergo field training therein shall be entitled to leave with pay for a maximum of fifteen (15) days per year. If the fire fighter receives payment for his/her services from the state or federal government, the fire fighter shall only receive from the Town the difference between the amount so received and the amount the fire fighter would normally receive for the period of service. Fire fighters required to serve in excess of fifteen (15) days shall be entitled to leave without pay. If a fire fighter is called to regular duty in the Armed Forces of the United State, he/she shall be granted leave of absence without pay.

## ARTICLE VI

### Section 1: Injuries

a) Fire fighters of the Smithfield Fire Department who shall contract illness or sustain injury in the line of duty, may if appropriate, benefit by the provisions of Title 45-19-1 of the General Laws of Rhode Island, 1956, as amended. Permanent fire fighters who are injured in the performance of their duty shall receive the salary they were receiving at the time of the injury and any future increases negotiated for the position the employee held at the time of the injury for that period of time they are unable to perform any type of duty as an employee, or until they are placed on disability retirement.

b) In the event that an employee, who has been injured in the performance of his duty, is unable for a period of six (6) consecutive months to perform his regular assignment, the Town may thereafter elect to place the disabled employee on a disability retirement.

c) All injuries and recurrences of injuries shall be reported as required by department regulations.

d) Any employee who has been placed on disability retirement as a result of an injury in the performance of his duties for the Town may continue to receive all medical benefits as listed in Article X, Section 1(A) hereof, and dental benefits afforded by this Agreement. This applies to all disability retirements on or after July 1, 1985. This provision shall apply to his surviving spouse and dependent children subject however to the following conditions:

- 1) The retiree is not eligible for similar benefits at another place of employment; if such is available, the Town's benefits end on the first day of eligibility for the similar benefits. This provision applies at all times throughout the retirement and once Town benefits have been discontinued, they shall be resumed by the Town Manager only upon written application by the retiree or eligible survivor.

- 2) Continued coverage shall apply to a surviving spouse only so long as he or she is not eligible for similar benefits or he or she remains unmarried. Upon remarriage, benefits to the spouse cease on the last day of the month in which the marriage occurs.
- 3) Continued coverage shall apply to a surviving child only until one of the following occurs:
  - a) Age eighteen (18) years, if not married, or employed and receiving similar benefits at place of employment, or age twenty-one (21) if a full-time student.
  - b) Eligible for similar benefits under any other program.
- 4) The Town expressly reserves the right to seek and to prosecute for return of all costs involved in any case of fraud under the provisions of this section, including legal costs and reasonable interest.

**Section 2: Medical Care for Injuries**

The Town shall pay all medical expenses required to be paid by R.I.G.L. § 45-19-1 for fire fighters injured in the line of duty and not covered by the health insurance coverage provided by the Town, or other medical insurance covering the fire fighter, including medical, surgical, dental, optical, or other attendance or treatment, nurses, hospital and convalescence services, medicines, crutches, and apparatus for such period as necessary.

**Section 3: Examination for Injury and Re-Injury**

When an employee has suffered an injury in line of duty and subsequently claims a recurrence of that injury, he shall then be examined by a physician designated by the Fire Department. If the department physician finds that the present condition is not related to the previous injury, the employee shall then be entitled to be examined by the physician who attended him for the original injury. If the opinion of the employee's original physician is in conflict with that of the department physician as to whether or not the employee's condition is a recurrence of a previous injury in the line of duty, then a third physician mutually agreeable to the department's physician and the employee's physician shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. If it is finally determined that said injury is a recurrence of the previous injury, in line of duty, the Town shall be responsible for payment of the employee's medical expenses as previously provided under this contract.

The Town shall pay for all examinations by Town physicians required by the Town. If an employee believes an injustice has been done by reason of the report of a Town physician, he/she may notify the Chief in writing within twenty-five (25) days that he/she contests the report and he/she may be reexamined promptly by a physician of the employee's choosing with the Town paying the full cost of examination. If the two physicians disagree, they shall mutually agree upon a third physician who can examine the employee promptly and his decision shall be final and binding. The expense of the third physician shall be borne by the Town.

ARTICLE VII

Section 1: Longevity

The Town shall pay each employee of the Smithfield Fire Department who has been in continuous service as an employee of the Smithfield Fire Department for a period of five (5) calendar years as determined from the date of appointment as an employee of the Smithfield Fire Department, a longevity supplement to basic salary according to the following schedule:

- (a) For the sixth (6th) year of employment through the eighth (8th) year of employment, a sum equal to five (5%) percent of such employee's annual salary.
- (b) For the ninth (9th) year of employment, a sum equal to five and one-half (5-1/2%) percent of such employee's annual salary.
- (c) For the tenth (10th) year of employment, a sum equal to six (6%) percent of such employee's annual salary.
- (d) For each year of employment after said tenth (10th) year, an additional sum equal to one-half of one percent (1/2%) of such employee's last annual longevity supplement.
- (e) A schedule of the longevity supplement described above is as follows:

<u>At Commencement Of Year of Service</u>	<u>Longevity Supplement Percentage</u>	<u>At Commencement Of Year of Service</u>	<u>Longevity Supplement Percentage</u>
6 <sup>th</sup>	5%	16 <sup>th</sup>	9%
7 <sup>th</sup>	5%	17 <sup>th</sup>	9½%
8 <sup>th</sup>	5%	18 <sup>th</sup>	10%
9 <sup>th</sup>	5½%	19 <sup>th</sup>	10½%
10 <sup>th</sup>	6%	20 <sup>th</sup>	11%
11 <sup>th</sup>	6½%	21 <sup>st</sup>	11½%
12 <sup>th</sup>	7%	22 <sup>nd</sup>	12%
13 <sup>th</sup>	7½%	23 <sup>rd</sup>	12½%
14 <sup>th</sup>	8%	24 <sup>th</sup>	13%
15 <sup>th</sup>	8½%	25 <sup>th</sup>	13½%



Such longevity payment shall be made to each eligible employee on a weekly basis commencing with the first payday of the service year in which the amount of entitlement starts; such weekly payment shall be equal to 1/52<sup>nd</sup> of the total annual longevity payment entitlement.

## ARTICLE VIII

### Section 1: Vacations

a) All permanent employees, commencing from the date of employment, shall be allowed one hundred twenty-eight (128) working hours paid annual vacation, accumulated monthly. Those permanent employees so employed for five (5) calendar years, commencing from date of employment, shall be allowed one hundred sixty (160) working hours paid annual vacation, accumulated monthly. Those permanent employees employed for ten (10) or more years shall receive one hundred ninety-two (192) working hours paid annual vacation, accumulated monthly. After the completion of fifteen (15) years, two hundred thirty-two (232) working hours paid annual vacation shall be paid. Officers with the rank of Deputy Chief shall receive two hundred forty (240) working hours paid annual vacation, accumulated monthly. Any employee who is entitled to, and is granted, eighty (80) consecutive working hours vacation and who makes a written request to the Chief of at least ten (10) days prior to the start of such vacation shall be paid for his vacation days at the same time he receives his weekly pay prior to the commencement of his vacation. A maximum of eight (8) hours shall be deducted from an individuals total vacation accumulation, for a day or a night shift. When an employee leaves the department the number of hours that he/she has shall be divided by eight (8) and paid at their normal daily rate.

b) Employees of the Fire Department shall be allowed their choice of vacation days in accordance with seniority as employees of the Fire Department. In the event that two persons desire the same vacation time and have equal seniority, then the employee having attained the oldest age shall be entitled to his preference.

c) In order to effectuate this section, the following procedure shall be followed:

- 1) In the month of January, not later than the 10th day, the Chief of the Department shall post a "Vacation Roster" for the ensuing Calendar year. This roster shall be posted in each fire station. The vacation roster shall include the amount of vacation time that an employee has coming based on what he has either accrued or can expect to accrue during the calendar year for which the vacation roster is posted.
- 2) Prior to February 15, each employee shall, if he chooses to, list next to his name his request for vacation periods and initial his request. All vacations selected after February 15, shall be on a first-come, first-serve basis.
- 3) The Chief of the Department shall then arrange a vacation schedule based on an employee's seniority and the needs of the department, granting each employee two (2) weeks of entitled vacation (if requested) between the dates of June 15 and September 15 before allowing more than two (2) weeks vacation during said period to any employee.
- 4) That schedule shall be posted at each fire station no later than March 15.
- 5) The employees, through the union, shall have a right to challenge or request changes in the schedule based on the provisions of this contract. Such challenge shall take place not later than March 25.
- 6) The revised vacation schedule shall be posted in each fire station by the Chief not later than April 10. No changes except for emergencies shall take place in the revised schedule without the consent of all parties involved.

d) In recognition of the fact that unusual or emergency situations may arise which might leave the Fire Department shorthanded during the vacation period, the parties hereto agree that the Chief of the Fire Department shall have the right under such circumstances in emergency situations to

cancel an employee's vacation or to limit the number of employees on vacation, but shall schedule such vacation at some other time agreeable to the employee or employees involved.

**Section 2: Unused Vacation Time**

a) Unused vacation time may be accumulated up to a total of two hundred forty (240) working hours, plus whatever hours are accumulated in the next employment year. Any vacation days earned in excess of the two hundred forty (240) working hours, plus whatever hours are accumulated in the next employment year, must be taken in the employment year in which they are earned. All accumulated and unused vacation time shall be paid at the rate of pay that the employee is receiving at the time he terminates his employment with the Town.

b) In the event an employee dies having accumulated unused vacation time, his designated beneficiary, or in the event he fails to designate a beneficiary, his estate, shall be paid for the unused time at the rate of pay he was receiving at the time of his death. An employee may designate in writing to the Town his beneficiary.

**Section 3: Vacation Accrual**

Except as expressly provided in other sections of this Agreement, any employee taking a leave of absence without pay shall cease to accrue vacation entitlements and all other benefits provided under this Agreement during the period of such leave of absence without pay.

**Section 4. Working on Vacation**

Any permanent employee, upon application to and with the approval of the Chief of the Fire Department, which approval shall not unreasonably be withheld, may work his vacation or any portion thereof. Any permanent employee so working shall be paid his regular hourly rate (not overtime or callback) in addition to his regular wages due him for that period of time.

ARTICLE IX

Section 1: Paid Holidays

Each employee shall be paid for the following holidays:

July 4	July 4th
Victory Day	2 <sup>nd</sup> Monday in August
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25th
New Year's Day	January 1st
Washington's Birthday (President's Day)	3 <sup>rd</sup> Monday in February
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Good Friday	Good Friday
Memorial Day	Last Monday in May
Rhode Island Independence Day	May 4th

If work is performed by an employee on an approved paid holiday, said employee shall be paid regular time plus time and one-half (1-1/2) for all hours of work performed on said holiday in lieu of holiday pay.

Holiday pay is twenty (20%) percent of an employee's weekly base pay with longevity.

A Holiday starts at 12 midnight the eve of the holiday, and ends at 12 midnight the night of the Holiday.

Holidays for Headquarters personnel shall also use the following procedure for Holidays which fall on a weekend: Holidays falling on a Saturday, shall be observed on the preceding Friday, Holidays that fall on a Sunday shall be observed on the following Monday.



## ARTICLE X

### Section 1: Healthcare Coverage

A. Effective July 1, 2011, the Town shall assume the full cost of family coverage (when applicable) for all employees. The coverage shall be Blue Cross HealthMate Coast to Coast with Chiropractic Rider limited to twelve (12) visits per year, Student Rider Age 25, Extended Vision Care Program Rider, Pre-Pay Prescription \$5.00 and \$10.00 Co-Pay Rider (employees must make a good faith effort to obtain generic drugs) and \$100 co-pay for Emergency Room visits.

B. Effective February 1, 2012, all active employees shall be covered by the Blue Cross HSA \$1,500/\$3,000 deductible, 100/60 Plan with family coverage (when applicable) or individual coverage. The Town shall fund each employee's HSA account with \$3,000 for a family plan or \$1,500 for an individual plan on February 1, 2012 and on January 1 of each calendar year thereafter during which this HSA Plan is provided. Each employee shall reimburse the Town in the amount of \$1,500 over the course of the calendar year through weekly payroll deductions of \$31.25 for the period 2/1/12 through 12/31/12 and \$28.85 per week thereafter for each active permanent employee. Such deductions shall be made prior to taxes being deducted. Medical expenses incurred by employees during January, 2012 shall not be charged against the HSA deductible amount for calendar year 2012.

An employee who leaves Town employment during the calendar year shall pay to the Town within 30 days of the date of separation any portion of the HSA deposit which has not been reimbursed to the Town. The Town may deduct said unreimbursed funds from any monies due to be paid to the employee by the Town upon separation from employment.

An employee hired during the calendar year shall receive healthcare coverage under Article X, Section 1(A) above for the remainder of that calendar year, and thereafter shall receive healthcare coverage under this Article X, Section 1(B).

Any employee, spouse, or dependent who elects continued healthcare coverage pursuant to COBRA shall be covered under Article X, Section 1(A) above at their own expense.

C. An active employee whose spouse attains age 65 shall remain eligible for family coverage.

D. The Town will provide individual or family, as appropriate, health insurance coverage which is substantially equivalent to the coverage provided to permanent employees as of the date of the execution of this agreement or such coverage as the insurer may create as a substitute if it discontinues a plan covering employees. In addition, prior to any future voluntary change by the Town, the Union will assist the Town in reviewing all insurance proposals to assure substantially equivalent benefits at possible reduced costs to the Town and employees.

E. Effective 7/01/11

The Local agrees to contribute \$27.50 (Twenty Seven and 50/100) Dollars per week for each active permanent employee who receives coverage under Article X, Section 1(A) above. Such contributions shall be deducted on a weekly basis prior to taxes being deducted.

F. Employees who are deployed with the National Guard or Reserves shall retain their Town-sponsored health insurance plan. The Town shall waive the current health insurance co-pay for the duration of the employee's deployment. The employee is responsible to submit an official set of Government Travel Orders to the Town prior to being deployed.

**Section 2: Medical Coverage for Retirees**

a) Fire Department retirees shall be covered under the Town Blue Cross and Delta Dental Plan provided for regular employees, provided, however, that the full cost of providing such medical coverage shall be borne by the retiree. Once a retiree has made an election to obtain such coverage and subsequently discontinues his enrollment for a period of six (6) months or longer, he may not re-enroll through the Town program.

b) The Town shall pay, as hereinafter indicated, the full cost for continued full family or individual health care as listed in Article X, Section 1(A) hereof, for every employee of the Smithfield Fire Department who retires on or after July 1, 1984, if said employee was hired prior to July 1, 2013, and if said employee shall have served at least twenty (20) years in the department at the time of his retirement or was placed on disability retirement. The Town's obligation shall continue until (1) the retiree or his spouse is eligible to receive the equivalent or better health care coverage from any other source (the Town shall pay any additional premium required to make the coverage equivalent, and if said additional payment is not accepted by the other insurer, the Town shall be obligated to continue health care coverage provided by the Town to said retiree and/or spouse) or (2) the retiree becomes eligible for Medicare or another federally subsidized health care program, or (3) the retiree dies, in which case a surviving spouse shall continue to receive the health care benefits provided to the retiree until the spouse remarries or is eligible to be covered by an alternative health plan from any other source, whichever event occurs first. If the equivalent or better health care program provided to the retiree or his spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the Town's obligation to pay for health care coverage as aforesaid shall resume.

c) Each year, employees who are on pension shall be required to sign an affidavit as to any other medical coverage they or their spouse may be eligible to receive. Such affidavit shall be sent to each employee no later than April 1 of each contract year. Should said retiree fail to return said signed affidavit by June 1 of the contract year, he/she shall be ineligible for health care coverage from the Town for the following contract year.

d) Employees hired on or after July 1, 2013 who retire after at least twenty-five (25) years of service in the Department at the time of retirement and attained age 55 shall be eligible to continue on the Town health care plan listed in Article X, Section 1(A) hereof at Town expense, with the retiree making the required co-payments and the same co-share reimbursement payments to the Town as active employees at the time of retirement until (1) the retiree or his/her spouse is eligible to receive the equivalent or better health care coverage from any other source (the Town shall pay any additional premium required to make the coverage equivalent, and if said additional payment is not accepted by the other insurer, the Town shall be obligated to continue health care coverage provided by the Town to said retiree and/or spouse) or (2) the retiree becomes eligible for Medicare or another federally subsidized health care program or (3) the retiree dies, in which case a surviving spouse shall continue to receive the health care benefits provided to the retiree until the spouse remarries or is eligible to be covered by an alternative health plan from any other source, whichever event occurs first. If the equivalent or better health care program provided to the retiree or his spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the Town's obligation to pay for health care coverage as aforesaid shall resume.

e) All retirees who are eligible for equivalent or better health care coverage as defined in Article X, section 2(b) hereof must make prompt application therefor and may not reject, deny or forego such coverage.

**Section 3: Delta Dental**

The Town shall provide individual or family, as appropriate, dental coverage which is substantially equivalent to Delta Dental I, II, III and IV, with Orthodontic Rider to \$1200 per child or covered members, (currently Delta Dental of Rhode Island plan number (1457-0005), or such coverage as the insurer may create as a substitute if it discontinues a plan covering employees. The Town further agrees to extend the above dental coverage, upon written request of an individual on a case by case basis, to the fulltime student children of any employee, up to and including children twenty-five years of age. Request shall not be unreasonably denied.

**Section 4: Medical Coverage of Survivors**

If any employee is killed in the line of duty, or dies as a direct result of illness contracted in the line of duty, the Town shall continue to provide Blue Cross and Delta Dental coverage for the surviving spouse and dependent children, or until the remarriage of said spouse. The coverage provided shall be the same as provided an active employee.

**Section 5: Voluntary Physical Fitness Program**

The Town shall maintain and render operational such physical fitness equipment or apparatus as will be sufficient for the continuation of a voluntary physical fitness program for employees of the Smithfield Fire Department. The Town agrees to expend such funds as may be necessary to structure an occupationally relevant physical fitness program for fire fighters and emergency medical service personnel. Any physical fitness equipment or apparatus acquired by the Town shall be and remain the sole and exclusive property of the Town.

The Town shall not be liable for any injuries or damages sustained by an off-duty employee while he/she is using said physical fitness equipment or apparatus. Injured on duty status shall not be granted to any off-duty individual injured while operating Department physical fitness equipment or while engaging in a voluntary physical fitness program.

The Town shall make available a voluntary smoking cessation program.

**Section 6: Insurance Sellback**

Upon evidence of alternative health care coverage satisfactory to the Town, any employee who desires to sell back their Town-provided health insurance coverage for the upcoming year may elect to do so at Two – thousand dollars (\$2000.00). This shall be paid in the month of June for the upcoming contract year. All sellbacks will be for the period July 1 to June 30 of each contract year. The employee will not have the option to be added back to the group plan until July 1 of the next contract year. The employee may sell back only such coverage as he/she received the year prior to first enrolling in this program. Employees must maintain insurance coverage for on-the-job injury and illness so the Town is not liable to any greater extent than it would be if the employee maintained Town coverage.



## ARTICLE XI

### Section 1: Retirement

a) The Town Council shall provide a retirement plan for employees of the permanent Fire Department. Said plan shall continue to be the plan presently provided for employees under a policy of insurance with John Hancock Life Insurance Company. Said plan is incorporated herein and made a part hereof and may not be changed without the consent of the parties to the Agreement. The Town and the Local shall meet with representatives of John Hancock annually to review the pension plan, provided, however, that the Town shall not incur any overtime costs as a result of such meeting.

b) Employees retiring or who are placed on disability pension after July 1, 1988 shall be entitled to three (3%) percent compounded cost of living increase on each anniversary date of retirement.

c) Commencing July 1, 1988, the Town of Smithfield shall pay to pension fund the sum of 19.6% of the employee's basic annual salary, which shall include all longevity payments. The employee's pension contribution shall be no less than seven (7%) percent of their annual salary, which shall include longevity payments. Should John Hancock in the future require premium payments in excess of those herein provided, such excess premiums shall be paid by the employees and not the Town.

Effective 7/01/07

Employee's pension contribution shall be no less than seven and one half (7.5%) percent of their annual salary, which shall include longevity payments

Effective 7/01/08

Employee's pension contribution shall be no less than eight (8%) percent of their annual salary, which shall include longevity payments

**Effective 6/30/14**

**Employee's pension contribution shall be no less than nine percent (9%) of their annual salary, which shall include longevity payments.**

**Effective 7/1/14**

**The Town of Smithfield shall pay to the John Hancock pension fund the sum of 20.6% of the employee's base annual salary, which shall include longevity payments.**

**Effective 7/1/15**

**The Town of Smithfield shall pay to the John Hancock pension fund the sum of 21.6% of the employee's base annual salary, which shall include longevity payments.**

**d) Commencing July 1, 1990, employees who are injured in the line of duty and are placed on a sixty-six and two-thirds (66-2/3) disability retirement benefit shall continue to receive the sixty-six and two-thirds (66-2/3) benefit for the duration of their retirement.**

**The additional cost for this change shall be equally shared by the Local and the Town.**

**The Town shall provide to the Local any and all relevant information requested in writing by the Union regarding the calculation of such costs, as well as reasonably make the author of such information accessible to the Union at nominal expense, if any, upon written request by the Union.**

**e) All fire fighters hired on or after July 1, 2011 shall participate in the State Retirement System for municipal fire fighters with Plan C COLA in accordance with the rules and regulations thereof, in lieu of the John Hancock Plan. Employee and employer contributions shall be as determined by the State Retirement System. The parties agree to investigate the feasibility of allowing some active fire fighters to transfer to the State Retirement System.**

**All civilian employees hired on or after July 1, 2011 shall participate in the State Municipal Employees Retirement System with Plan C COLA in accordance with the rules and regulations**

thereof, in lieu of the John Hancock Plan. Employee and employer contributions shall be as determined by the State Retirement System.

**Section 2: Life Insurance**

The Town shall pay the sum of Two Hundred Fifty (\$250.00) Dollars per year for each employee of the Fire Department for the purpose of life insurance, said amount shall be paid to Local 2050 on or before July 21 of each year. The Town shall continue to provide Fire Department employees with Fifty Thousand (\$50,000.00) Dollars of Life Insurance, which was provided on July 1, 2002.

**Section 3: Burial Expenses**

The Town agrees to assume and pay the funeral expenses for an employee killed in the line of duty, such payment, however, not to exceed Ten Thousand (\$10,000.00) Dollars.

**Section 4: Rescue Squad Duty**

a. All personnel performing duty on the Rescue Squad shall receive in addition to his weekly salary the sum of Twelve (\$12.00) Dollars for each shift for such service.

b. EMTC Incentive Pay

All Fire Fighters who are EMTC on July 1 of each contract year shall be compensated with an incentive bonus of One Thousand – two hundred (\$1200.00) Dollars for maintaining an EMTC License which amount shall be paid in the first full pay period of July in each contract year.

Effective 7/01/08, the EMT- C incentive bonus shall be increased to One Thousand – four hundred (\$1400.00) Dollars.

**Section 5: Specialized Duty Pay**

Personnel with the rank of private assigned full-time duties that are in addition to their regular assigned duties or if assigned full-time to a position with greater responsibility, shall receive in addition to his weekly salary the sum of fifteen (\$15.00) dollars for such service.

Before a fire fighter can become eligible for specialized duty pay it would have to be approved in writing by both the Chief of the Smithfield Fire Department and the Executive Committee of the Smithfield Firefighters Association Local 2050 IAFF before payment can be made.

## ARTICLE XII

### Section 1: Reimbursement for Education Expenses

(a) Employees covered by this Agreement will be reimbursed for educational training courses taken after obtaining the approval of the Chief of the Fire Department pursuant to the following

- 1) The training must be directly related to the required skill or education for the employees' current position. No reimbursement merely for promotion preparation.
- 2) Only full-time permanent employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Chief of the Fire Department, in accordance with the department training program.
- 3) No employee will be reimbursed for more than three (3) courses per semester. No reimbursement will be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.
- 4) Reimbursable expenses shall be restricted to tuition, course fees and required textbooks. While courses should normally be taken on the employee's own time, exception may be granted by the Chief of the Fire Department, in which case hours away from work must be charged to leave of absence.
- 5) To obtain reimbursement, a course must be taken from a recognized and accredited school.
- 6) Reimbursement will be effected on presentation of evidence to substantiate the expense, evidence of a passing grade.



- 7) The total amount to be reimbursed for all employees of the Department will be paid by the Town of Smithfield.
- 8) Any employee who is required by the Chief or his designee to attend any classes or seminars after his normal work hours shall be compensated at his overtime rate of pay for all the time he attends such classes or seminars.
- 9) There shall be no payment of wages for those employees who without approval of the Chief attend classes or seminars on a voluntary basis.
- 10) Should an employee voluntarily terminate his/her employment with the Town within one (1) year of receiving reimbursement under this section, he/she shall refund to the Town the amount it paid as tuition reimbursement during that fiscal year.

**Section 2: Uniform Allowance**

a)The Town shall furnish to every newly appointed probationary fire fighter a complete set of work uniforms. During the probationary period, this shall be the only uniform the fire fighter shall be required to use. Upon appointment as permanent fire fighter or promoted to a higher rank, the Town shall furnish the necessary dress uniforms. Each Fiscal Year thereafter (July 1 - June 30), each fire fighter shall be granted annually the sum of One Thousand twenty-five (\$1025.00) Dollars as a uniform allowance which amount shall be paid on or before August 1, of each contract year, with which said fire fighter shall be required to purchase all necessary work uniforms and accessories. They shall be a type and quality as previously designated by the Chief of the Department, such designation shall be posted not later than July 1 of the Fiscal Year for which the credit is received.

Effective 7/01/07 the uniform allowance shall be increased to One Thousand - One Hundred-Twenty Five (\$1125.00) Dollars.

b) The Town shall furnish to every newly appointed probationary dispatcher a complete set of work uniforms. During the probationary period, this shall be the only uniform the dispatcher shall be required to use. Upon appointment as permanent dispatcher, the Town shall furnish the necessary dress uniforms. Each Fiscal Year thereafter (July 1 - June 30), each dispatcher shall be granted annually the sum of Five – Hundred Fifty (\$550.00) Dollars as a uniform and maintenance allowance which amount shall be paid on or before August 1, of each contract year, with which said dispatcher shall be required to purchase all necessary work uniforms and accessories. They shall be a type and quality as previously designated by the Chief of the Department, such designation shall be posted not later than July 1 of the Fiscal Year for which the credit is received.

Effective 7/01/07 the uniform allowance (Dispatcher) shall be increased to Six – Hundred Fifty (\$650.00) Dollars.

In the event that the style of uniform designated by the Chief is changed, such that previously approved uniforms are no longer acceptable, then the Town shall provide each fire fighter and dispatcher with an original issue of the newly designated item or items without charging such item to the uniform allowance provided by this contract.

The Union recognizes that title to such items furnished remains with the Town.

c) The Town agrees to grant every fire fighter in the Department annually the sum of Five Hundred and Fifty (\$550.00) Dollars for the cleaning and maintenance of their uniforms, which amount shall be paid on or before February 1, of each contract year. The effective date in each contract year shall be July 1, for cleaning and maintenance payments.

d) The provisions of this Section shall apply only to fire fighters and dispatchers who are required to wear the distinctive fire fighter's or dispatcher's uniform.

Effective 7/01/09 the cleaning and maintenance allowance shall be increased to Six – Hundred Fifty (\$650.00) Dollars.

**Section 3: Protective Clothing**

In addition to the uniform allowance, the Town agrees to furnish, where the nature of assigned duties dictates, a complete set of NFPA approved personnel protective clothing (PPC), personal alert devices which shall be provided for all fire fighters in the Smithfield Fire Department and any other special protective clothing or device that the Chief of the Fire Department may feel necessary to the health and welfare of the fire fighters. All protective clothing and equipment shall be purchased using the guidelines most recently published by the NFPA Standard 1500 for items being purchased. The Union recognizes that title to such items furnished remains with the Town.

## ARTICLE XIII

### Section 1: Legal Assistance and Indemnification

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Smithfield Fire Department, the Town agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding.

This Section shall not apply to conduct of an employee which is willful, deliberate, or beyond the scope of this employment.

**ARTICLE XIV**

**Section 1: Layoffs**

In the event that it shall become necessary for the Town to lay off employees said layoffs shall be in reverse order of seniority.

**Section 2: Employee Status Reports**

a) The Town shall furnish each employee the following statements at the following intervals of time:

1) Sixty (60) days after any change in the base rate of pay and/or longevity increments, the Town will furnish the employee a statement showing his new rate of pay and the effective date.

2) Once a year on the anniversary date of the employee's entry into full-time service, a statement showing:

a) the base entry date of service

b) accumulated sick leave

c) accumulated vacation leave

b) For the purpose of this contract, vacation and sick leave shall be accumulated on a monthly basis.

## ARTICLE XV

### Section 1: Savings Clause

a) Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then, and in such event, said clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence, or paragraph which such offending language may appear.

b) In the event of such contract clause invalidation, both the Town and the Union agree to meet within ten (10) days of such determination and if possible to negotiate a valid clause reflecting the intent of the parties and reach such agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.



**Section 2: Contract Provision Coverage**

All the provisions of this contract shall apply for the benefit of the employee whether he is acting in his capacity as an employee of the permanent fire department or when responding to emergency calls on his off duty time.

**Section 3: Titles of Articles/Sections**

None of the titles of Articles or Sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

## ARTICLE XVI

### Section 1: Grievance Procedure

STEP 1: When an employee covered by this Agreement, and/or Local 2050, believes there is a grievance, the grievance shall be submitted in writing explaining the time and date of the grievance to the Chief of the Department, or in his absence, to the Acting Chief, within fourteen (14) calendar days of its occurrence. Within fourteen (14) calendar days after receipt of said grievance, said Chief or Acting Chief shall issue a written answer to the grievance, and such answer must contain a decision on the merits of the grievance. If no decision is received from the Chief, or the Acting Chief, within the time specified, and the time to answer has not been extended by mutual agreement of the Chief and the grievant or Union, the grievance will be deemed to have been denied.

### STEP 2:

(a) If the grievance has been denied and, if, in the judgment of the Executive Committee of the Union, the nature of the grievance justifies further action, it shall, within fourteen (14) calendar days of the Chief's decision, or the end of the fourteen (14) days when he could have acted, through the President and/or Executive Committee of Local 2050, present the grievance in writing and signed by an officer of the Local to the Town Manager, with any additional supporting material as to why the Chief's original denial should be reversed.

(b) The Town Manager shall respond to the grievance submitted under the provisions of STEP 2 (a) above within twenty-one (21) calendar days of receipt. If either party feels it is necessary to amplify the reasons for the grievance, the Town Manager shall meet with the individual or individuals involved, the President and/or the Executive Committee of the Union as determined by the Union, and the Fire Chief for the purpose of conducting a hearing on the grievance. Each side

shall be entitled to call witnesses and submit material in support of its position. All parties are entitled to be assisted by counsel provided at their own expenses at such a hearing.

Any hearing requested shall be held within twenty-one (21) calendar days of the date on which it is requested. The Town Manager shall render his decision on the merits of the grievance within fourteen (14) calendar days of the aforementioned meeting, or within the twenty-one (21) calendar days cited above, whichever is later.

(c) If no decision is received from the Town Manager within the time specified in (b) above, and the time to answer has not been extended by mutual consent of the Town and the Union, the grievance shall be deemed to have been denied.

**STEP 3:**

If agreement cannot be reached via the methods set forth in STEPS 1 and 2, Local 2050 shall request arbitration of the grievance in writing no later than fourteen (14) calendar days from and after the last decision.

Local 2050 and the Town shall attempt to select an arbitrator within fourteen (14) calendar days of the request for Arbitration and if unsuccessful, Local 2050 shall file a demand for Arbitration with the American Arbitration Association. The selection of the arbitrator and the conduct of the proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

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.

Cost and expenses of the Arbitration shall be shared equally by the parties.

## **Section 2: No Strike Clause**

In consideration of the rights of the employees covered by this Agreement, to the resolution of disputed questions under the grievance procedure hereinbefore set forth, the International Association of Fire Fighters, AFL-CIO, Local 2050, for itself and for all employees covered by the Agreement, hereby agree that no such employee shall have the right to engage in any work stoppage, slowdown, or strike. In the event that such work stoppage, slowdown, or strike shall take place it will immediately notify such employee or employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown, or strike is illegal and unauthorized.

## ARTICLE XVII

### PROMOTIONS

Promotion to the rank of Lieutenant, Captain and Deputy Chief of the Department shall be made from the top three (3) employees on the appropriate certified promotional list, and no employee on the promotional list can be passed over more than once before being promoted, i.e. an employee is passed over when someone lower on the certified list is promoted rather than himself.

#### Section 1: Promotional Procedures

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

(a) Eligibility - Lieutenants, Captains and Deputy Chief

- (1) No fire fighter will be eligible to become a Lieutenant unless he has served at least six (6) years of service in the Department as a fire fighter.
- (2) No Lieutenant will be eligible to become a Captain unless he has at least two (2) years of service as a Lieutenant in the Department.
- (3) No Captain will be eligible to become a Deputy Chief unless he has at least two (2) years of service as a Captain in the Department.
- (4) No Fire Fighter will be eligible to become an EMS Lieutenant unless he has served at least six (6) years of service in the Department as a fire fighter.
- (5) No EMS Lieutenant will be eligible to become an EMS Captain unless he/she has at least two (2) years of service as an EMS Lieutenant in the Department.
- (6) There shall be an EMS Lieutenant or EMS Captain in charge assigned to each full time Medic. In order to remain an EMS Lieutenant or EMS Captain, his/her E.M.T.C. Certificate must be kept current and failure to renew the E.M.T.C. Certificate and keep it current shall result in automatic reduction to Private status. If an EMS Lieutenant or

EMS Captain transfers off the Medic, the rank of Lieutenant or Captain will not be carried to any other Divisions, and EMS Lieutenant or EMS Captain who is transferred from the Rescue Division will return to the rank of Private unless promoted to a fire officer rank.

(7) Written examinations will be given to permit adequate evaluation of the degree of achievement and preparation for the rank involved and each candidate will be graded so that a possible score of 100 points may be obtained. Fire fighters scoring 70 points and above will be placed on the promotional list. Upon promotion, a fire fighter shall serve a six-month probationary period before being permanently assigned to the position. The fire fighter will be evaluated, during the first six (6) months, by the Chief or his designee on a bimonthly basis. A promoted fire fighter may be removed during his probationary period for just cause.

(8) Credit for seniority shall be given for actual service at the time of examination by the Human Resources Administrator or his designee. Seniority shall be computed as of the date of the examination. Credit for seniority shall be obtained by adding to the standard grade of 70 the following points:

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

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

9) Credit for college education shall be obtained by adding to the standard grade of 70 the following points:

One (1) point for thirty (30) college credits in an accredited fire fighter related degree program.

Two (2) points for an associate's degree or 60 credits in an accredited fire fighter related degree program.

Three (3) points for ninety (90) college credits in an accredited fire fighter related degree program.

Four (4) points for a bachelor's degree in an accredited fire fighter related degree program.

10) There shall be a promotional list for all ranks in effect at all times, the promotional list shall run for three (3) years.

11) In the case of a tie after all points have been awarded, placement will be determined by seniority in rank.

(b) Notification of Promotional Examination

At least ninety (90) days prior to any promotional examination, the Personnel Director or his designee shall cause notice of such examination to be posted on the Fire Department Bulletin Board of each station. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken.

Any written examination given which does not comply with the provisions of the foregoing paragraph shall be subject to grievance of contract.

(c) Preparation of Written Examinations

The written examination shall be prepared by a nationally recognized testing agency agreeable to both the Town and the Smithfield Firefighters Association, Local 2050, IAFF.

Any changes made in study material for an upcoming promotional examination will be made no later than one (1) year prior to the date of the examination.



**(d) Psychological Testing**

In order to be promoted, a candidate must pass a psychological test designed and administered by the University of Rhode Island in accordance with applicable law. The Town will pay a candidate to take the test and also for any follow-up requirements, as a Call-Back (Article IV Section 3a).

The date and time of each employee's test will be agreed upon between the employee and the Chief, and employees who are on duty during the scheduled time of the test will be given time off to take the test.

## ARTICLE XVIII

### DEFINITIONS

When used in this Agreement, the terms listed have the following meanings:

(a) (1) The term "'Fire Fighter'" shall mean all permanent employees of the paid fire department of the Town with the exception of the civilian employees and the Chief of the Department.

(2) The term "employee" shall mean all permanent employees of the paid fire department of the Town with the exception of the Chief of the Department.

(3) Where terms are used in this contract using the male gender it shall be understood to also include employees of the female gender.

(b) The term "vacancy" shall mean that a position normally filled by an employee is not occupied.

(1) "Permanent vacancy" shall mean that a position normally filled by an employee is not occupied because of death, retirement, resignation or other termination of employment of an employee.

(2) "Temporary vacancy" shall mean that a position normally filled by an employee is not occupied as a result of the absence from work of an employee because of vacation, leave of absence, injury, illness or other reasons allowed under the provisions of this Agreement.

(c) The term "temporary transfer" shall mean the assignment of an employee to a position of higher rank, or the assignment to a different work station for a limited period of time.

(d) The term "work day" shall mean the normal daily hours of duty of an employee, as previously designated by the Chief consistent with the terms of this Agreement.

(e) The term "Transfer within the Department" shall mean requiring an employee to perform services in an assignment different from his regular work assignment.

(f) The term "date of employment" shall mean the first day for which an employee was paid as an employee of the permanent fire department.

(g) Public Function... is where a "Fire Fighter" of the Smithfield Fire Department is assigned by the Chief of the Fire Department to standby as a fire watch at a function which held by a governmental unit of the Town of Smithfield.

(h) Private Function... is where a "Fire Fighter" of the Town of Smithfield Fire Department is assigned by the Chief of the Fire Department to standby as a fire watch at a function held by a person or organization other than the Town of Smithfield and which shall be compensated by the parties holding such function.

(i) Overtime shall be defined as any time worked in excess of the normal daily workshift and compensated at the rate of time and one-half (1-1/2), including department drills if conducted outside of the normal daily shift and response to off-duty calls.

(j) Time In Grade... The seniority of officers shall be determined by the length of time in rank. When more than one officer is appointed to the same rank on the same day, seniority shall be determined by the final standing in which they finished in the testing procedure established for that rank.

**ARTICLE XIX**

**PENSION COMMITTEE**

There shall be a Pension Committee appointed by December 15, of each year between the Town and Local 2050 which shall consist of two (2) members appointed by the Union, two (2) members appointed by the Town, and one (1) public member who shall be agreed upon by those members appointed by the Town and the Union. Decisions of the Pension Committee shall be subject to ratification by the Town Council.

## ARTICLE XX

### Section 1: Personal Days

All permanent employees who have been continuously in the employ of the Town for at least one (1) calendar year, commencing from the date of employment, shall be allowed two (2) days leave with pay for the conduct of personal business. Such leave shall be granted upon prior written request of the employee consistent with the management rights of the Town to properly staff the Fire Department. Personal days may not be taken on or on the day prior to or after paid holidays as defined in Article IX of this Agreement. Personal leave shall not be accumulated from year to year. No employee shall be required to state the reason for utilizing such leave.

ARTICLE XXI

Section 1. Child of a Fire Fighter Killed in the Line of Duty

The Chief of the Department will prepare a regulation which will give preference for appointment to the fire department a child of any fire fighter who was killed in the line of duty, provided said child meets all physical and mental qualifications for appointment and passes any examination required of applicants.

ARTICLE XXII

DURATION OF AGREEMENT

Section 1:

This Agreement shall be for the period commencing July 1, 2013, and ending June 30, 2016.

IN WITNESS WHEREOF, the said Town of Smithfield has caused this instrument to be executed and its corporation seal to be affixed by Dennis Finlay thereunto duly authorized by the Town Council of the Town of Smithfield, as of the day and year first above written, and the said Local 2050 has caused this instrument to be executed by Matthew Pearson, its President and Jonathon Polak, its Secretary, thereunto duly authorized, as of the day and year first above written.

EXECUTED IN THE PRESENCE OF

Carolyn A. Norazio


TOWN OF SMITHFIELD

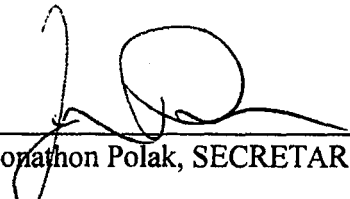
BY   
Dennis Finlay, TOWN MANAGER

LOCAL 2050, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

Carolyn A. Norazio

Carolyn A. Norazio

BY   
Matthew Pearson, PRESIDENT

BY   
Jonathon Polak, SECRETARY