

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE TOWN OF BARRINGTON

AND

LOCAL 1774, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

JULY 1, 2013 TO JUNE 30, 2016

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AGREEMENT

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, as amended, entitled, "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay or Other Terms and Conditions of Employment of Employees of Fire Departments," this Agreement is made and entered into this first day of July 2013, A.D., by and between the TOWN OF BARRINGTON and LOCAL 1774, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

ARTICLE I

Section 1. RECOGNITION

The Town of Barrington, Rhode Island hereby recognizes Local 1774, International Association of Fire Fighters, AFL-CIO, as the exclusive bargaining agent for all uniformed employees of the Barrington Fire Department excepting only the Chief of the Department for the purposes of collective bargaining relative to wages, salaries, hours and other working terms and conditions of employment.

The rights of the Town of Barrington and employees of the Fire Department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions arising out of this Agreement.

Section 2. UNION SECURITY

The Town of Barrington agrees not to discharge or discriminate in any way against employees covered by this Agreement for union activities or membership.

All new employees hired during the term of this Agreement shall, as a condition of employment within thirty (30) days after completion of a probationary period of not less than twelve (12) months during which probationary period they may be removed at any time with or without cause or thirty (30) days after the effective date of this Agreement, whichever date is later, become and remain members of Local 1774, International Association of Fire Fighters, AFL-CIO during the term of this Agreement. All present employees of the Fire Department who are members of Local 1774 on the date hereof, shall remain members for the duration of this Agreement as a condition of employment.

Section 3. DUES

The Town of Barrington agrees to deduct union dues upon receipt of authorization cards from members of Local 1774. Said authorization cards are to be submitted not less than thirty (30) days prior to effective date and said dues shall be deducted from the first payroll of the month. The Town of Barrington shall forward to the Secretary-Treasurer of Local 1774 such dues deductions by the 15th of the month following the month of deduction.

Section 4. TIME OFF WHILE PERFORMING UNION DUTIES

Members of the Fire Department covered by this Agreement who are officers of Local 1774 (not to exceed 5) may be allowed reasonable time off for official union business with the Town of Barrington for the purpose of attendance at collective bargaining sessions and/or other official union business with the Town, without loss of pay and without the requirement to make up such time. Members of the Fire Department who are officers of Local 1774 (not to exceed 2) may be allowed reasonable time off to attend meetings of the State Fire Fighters Association and State and National conventions of the Fire Fighters Association and for the purpose of attending seminars (not to exceed 2 per year) relating to fire fighting services and activities, without loss of pay and without the requirement to make up such time.

Those employees who are on duty and in attendance at any meeting with Town officials pertaining to union business, except when the same relates to collective bargaining sessions, shall be subject to response to duty in the event a need arises for their performance of their normal fire fighting services.

ARTICLE II

Section 1. MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, powers and authority pertaining to the responsibility and prerogative of management of the affairs of the Fire Department and the direction of the working forces, heretofore had by it.

Section 2

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE III

Section 1. SENIORITY

Employees covered by this Agreement shall have seniority rights in grade and said seniority shall prevail with regard to the following:

- A. Transfers to any division, department, or position by whatever names the transfer may be labeled, except those that are filled by promotional or eligibility lists as established by the Personnel Director according to the Personnel Ordinance and Town Charter, except as otherwise provided in this Agreement. Also, probationary employees shall not be included.

- B. Days off, holidays, and vacations, provided however, that an employee may reject the position or benefit at his discretion without the need of any explanation on his part. Further, in the event that employee shall reject a position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.
- C. The seniority of Privates shall be determined by the length of time said Private has been on the Payroll of the Fire Department as a member thereof. In the event more than one Private went on the payroll of the Fire Department on the same day, class ranking and probationary evaluations shall determine seniority. In the event there is no formal class held seniority will be determined by lot.

The seniority of officers shall be determined by length of time in grade. When more than one Officer was or is appointed to the same rank on the same day, seniority shall be determined by seniority on the Barrington Fire Department.

- D. A bid system under which employees may bid for transfers to stations, platoons, or apparatus shall be established. The successful bidder for any job shall be entitled to a reasonable trial period of not more than sixty (60) calendar days to determine whether he can acquire the skills necessary for the performance of said job in a reasonably satisfactory manner: provided, however, that in such cases where the Town and the Local so mutually agree, such trial period shall not be mandatory. At the end of sixty (60) calendar days from the date of trial transfer, the employee shall be considered as being transferred in accordance with the provisions of this Section, except in cases where the Town and Local may mutually agree to extend such trial period. If, during the trial period, the Town removes the employee from such position for alleged lack of reasonable progress in said position, the employee shall have the right to file a grievance in accordance with the provisions of this Agreement. The term "reasonable progress" as used herein shall mean a comparison of the progress of the employee involved with the performance on said job of the average employee performing such work. Any disputes over the reasonableness of the trial period and/or the progress of the employee on the job shall be subject to the grievance procedure as previously mentioned. (Arbitrator Robert M. O'Brien)
- E. It is understood by the parties hereto that during the trial period, a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and the Fire Chief. The form of said progress report shall be substantially the same as is now being used by the Fire Department.
- F. A permanent and up-to-date seniority list shall be posted and maintained on the bulletin board at Fire Headquarters for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.
- G. The Town also agrees to furnish to the Local and maintain an up-to-date seniority list, a copy of which is posted on said bulletin board.
- H. If one person or more is on long term sick leave or long term injured-on-duty leave on any one

of the four (4) platoons, the Chief of the Department shall have the right to open any one of those positions as a temporary bid in accordance with the seniority clause of this Agreement. When the employee or employees who were out return to work or the Chief of the Department terminates the temporary position, then the employee or employees who bid the position(s) shall return to his normal position. Long term sick leave or long term injured-on-duty leave shall mean any employee who has been out of work for at least three (3) continuous months or the prognosis is that an employee will be out for three (3) months or longer.

- I. If no employee bids a position, either permanent or temporary as described above, the Fire Chief shall assign the junior qualified employee to the position.
- J. Temporary transfers from one position to another position, within a platoon, shall be done by seniority, with seniority determining choice of position. Rescue personnel so transferred must be EMTC qualified with senior person permanently assigned in charge.
- K. Platoon Officers shall have the right to rotate employees assigned to a particular piece of apparatus to the various positions available on said piece of apparatus.
- L. In addition to the aforementioned vacancy bid, an annual bid shall be held during the first week of December of each year for voluntary bidding. Any employee may voluntarily open his position to bid, and such bid shall be held in accordance with the provisions of this section. Transfers as a result of said annual bid shall be accomplished in the month of January following said bid.
- M. The assignment of probationary fire fighters shall be left to the Chief's discretion until such time as they become permanent fire fighters.
- N. A platoon officer, for training purposes, may transfer a probationary firefighter from one position to another position within a platoon. Such transfers shall not be permanent.
- O. No more than one (1) probationary employee shall be on the same platoon at the same time. If more than one (1) probationary employee is scheduled on the same platoon and no non-probationary employee from another platoon volunteers to transfer, the junior most non-probationary employee on a platoon without a probationary employee will be transferred for up to six (6) months. This will not be a permanent transfer.

ARTICLE IV

Section 1. VACANCIES - PRIVATES' RANKS

All vacancies, except those to be left vacant as part of a reduction in staff by attrition shall be filled within ninety (90) days of the date of the vacancy. (February 1993, negotiated settlement)

Section 2. VACANCIES - OFFICERS' RANKS

As far as possible, the Fire Department shall continue to anticipate and plan for filling vacancies in Officers' ranks, and shall fill such vacancies as provided in the Town of Barrington Fire Department Rules & Regulations.

To provide continuity to platoon assignments, each officer shall work closely with at least one firefighter who will act in his/her absence or who can advise an overtime officer who works for the assigned officer when he/she is on leave. In January of each year, the officer on each platoon shall ask for volunteers to be the acting officer in his/her absence during the subsequent year. Those highest on the promotional list shall be given preference. If two (2) or more firefighters volunteer for the acting position, the officer may occasionally and at his/her discretion in order to give experience and training, assign someone other than the highest on the promotional list to act in his/her absence. If no firefighter volunteers, the junior qualified firefighter (i.e., an individual who meets the qualification requirements needed to take the lieutenant's promotional exam) shall be ordered to serve as the acting officer.

Section 3. TEMPORARY SERVICE OUT OF RANKS

Whenever there is a temporary vacancy in an officer's rank due to illness, vacation or other causes, the same shall be filled immediately and any employee who shall so fill in shall be compensated for such service at the same rate of pay as the man for whom he is filling in. Such pay shall apply for all time spent at such higher rank provided that the time spent at such higher rank is for one (1) full working day or longer. In no event shall there be pay for less than one (1) full day. In the case of a fire fighter who assumes command in any rank above that of lieutenant, he shall be compensated at the rate paid a lieutenant.

In the event of a temporary vacancy in the officers' ranks in a particular platoon, wherever practicable, such vacancy shall be filled by a man on the promotional list.

Any employee serving out of rank on a holiday shall be entitled to the holiday pay applicable to the rank he is serving in.

ARTICLE V

Section 1. DUTIES

The principal duties of the members of the Fire Department shall consist of the prevention, control and extinguishment of fires, and rescue services, together with the necessary auxiliary, administrative and service functions conducted by the Fire Department, and such other duties as are or may be reasonably related to fire protection activities and prescribed by the Town Manager or Chief of the Fire Department, in accordance with resolutions or ordinances of the Town Council of the Town of Barrington. (October 26, 1992, Barrington Fire Arbitration Award of Everett A. Petronio)

Section 2. DETAILS TO OTHER DEPARTMENTS PROHIBITED

The Town of Barrington agrees that members of the Barrington Fire Department, whose duties are as defined in Section 1 above, shall not be detailed to other departments of the Town of Barrington.

Section 3. WORKING CONDITIONS

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

All training (both inside and outside) shall be conducted only between the hours of 8 o'clock A.M. to 9:30 o'clock P.M. and with the exception of a maximum of two (2) Sundays per platoon per calendar year with multi-agency participation, there shall be no training on Sundays or holidays as set forth in this agreement or when the temperature is in excess of 85° Fahrenheit, as measured at the training site.

This section is in no way intended to prohibit indoor training in an air-conditioned classroom. Multi-agency participation is a company or agency from outside the Barrington Fire Department.

In any case where an employee is called back for mutual aid and ordered to a site outside the Town, the Town shall furnish transportation for such employee from a Fire Station to the site.

Section 4. RULES AND REGULATIONS

No Rule or Regulation adopted either prior or subsequent to this Agreement, and which conflicts with any provisions hereof, shall have any force or effect, the provisions of this Agreement being controlling.

Section 5. CONTRACTING OUT

Work presently performed by employees in the bargaining unit shall not be assigned to any non-governmental independent contractor during the term of this Agreement.

Section 6. CONSOLIDATION

The Police and Fire Departments shall not be consolidated during the term of this Agreement.

Section 7 - EMTC TRAINING

When the Town requires an employee of the Fire Department to enroll in a program resulting in his/her initial EMTC certification, the Town will pay in full for the tuition. The Town will also pay for mutual coverage for those hours actually spent in class only and not the full tour of duty and only in those cases where the absence of the employee would reduce the on-duty platoon below the five (5) personnel minimum. The Town will also pay for re-certification of EMTC licenses as they are required. (February 1993, negotiated settlement)

All members of the department shall become and remain EMTC certified. The Fire Chief may determine extenuating circumstances that will allow for individuals not to remain EMTC certified. Remedial training will be provided, if necessary, to any individual requiring assistance during a Fire Department sponsored recertification course to assure completion of required materials.

ARTICLE VI

Section 1. HOURS

The regular work schedule for employees of the fire fighting units, rescue and fire alarm operator units, shall be an average work week of forty-two (42) hours, which shall be worked by a four (4) platoon system, whereby each platoon shall work two (2) consecutive days of ten (10) hours each from 8:00 a.m. to 6:00 p.m. followed by twenty-four (24) hours off and then for two (2) consecutive fourteen (14) hour nights from 6:00 p.m. to 8:00 a.m. followed by four (4) consecutive twenty-four (24) hour periods off.

The regular work week for other divisions of the Fire Department shall be and remain at forty (40) hours per week.

Section 2. SUBSTITUTIONS

Officers and members shall be permitted to make mutual exchanges of full or partial tours of duty providing:

- (a) A member wishing a transfer for a full tour of duty must request the same in writing to his platoon supervisor at least forty-eight (48) hours prior to the tour(s) in question (A full tour of duty shall be defined as one (1) full ten (10) hour day or one (1) full fourteen (14) hour night.)
- (b) Transfers of less than a full tour of duty must be approved by the platoon supervisor.
- (c) Officers shall follow the same procedures as in (a) and (b) above except notice shall be given to the Chief.
- (d) Substitutions must be made between employees having comparable skills, training and certifications, for the position being filled.
- (e) All transfers shall be properly recorded as prescribed by the Fire Chief.

Section 3. CALL BACK PAY

Members of the Fire Department who are called back for emergencies or duty shall be compensated for at least three (3) hours at the overtime rate of pay hereinafter set forth, and at the overtime rate of pay for all time worked in excess of three (3) hours.

Section 4. OVERTIME PAY

Members of the Fire Department who are required to work fifteen (15) minutes or more beyond or outside of their regular shift shall be paid at the overtime rate applied to the advanced one-quarter (1/4) hour as set forth in Section 5 of this ARTICLE VI for all hours worked.

Section 5. OVERTIME RATE OF PAY

The hourly rate of overtime pay shall be equal to one and one-half (1-1/2) times the employee's regular hourly rate.

Overtime pay for training received during EMTC recertification shall be at straight time and not one and one-half (1 ½) times the employee's regular hourly rate.

Overtime for Fair Standards Labor Act considerations shall be calculated after ninety-six (96) hours in a single pay period.

Section 6. STANDBY

Standby shall not be required by the Town of Barrington. The parties hereto recognize that the reserve force needs of the Town, however, will continue to exist and that it is the duty of every off-duty fireman to respond to the group alerting call where he has received notice of such call. Failure of a fireman to respond when notified shall be sufficient cause for a fine of up to two (2) days' salary. The Town shall make reasonable effort to equip all employees of the Fire Department with a Town owned and maintained monitoring radio as soon as practicable.

ARTICLE VII

Section 1. FIRE WATCH DETAILS

In any case where an employee covered by this Agreement is assigned to a detail of a non-civic nature, where the duties of any off-duty fireman shall be required, the detail shall be paid for by the individual or corporation or organization for whom said employee is working. Employees shall be compensated before or at the end of the detail period. Employees so detailed or engaged shall be compensated for a minimum of four (4) hours at the rate of time and one half the hourly rate of a top fire fighter. An employee in charge of a detail of four (4) or more men shall receive a minimum of four (4) hours' pay at the rate of time and one half of the hourly rate of the next highest rank. Members for said non-civic details shall be selected in the same manner as presently used for overtime call-back with a separate list being established.

ARTICLE VIII

Section 1. PAID HOLIDAYS

Employees of the Fire Department covered by this Agreement shall be granted uniformly an additional one (1) day's pay for each of the following holidays:

New Year's Day	V.J. Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	R.I. Independence Day
Christmas Day	

- and any other day which is not a regular holiday for other Town employees, but which is specifically declared to be a holiday for other Town employees by the Town Council. Holiday pay shall be computed at one-fifth (1/5th) of the employee's regular weekly salary and shall be included in base salary calculations for pension purposes.

ARTICLE IX

Section 1. SALARIES

A. Salaries for members of the Fire Department covered by this Agreement shall be as follows:

Commencing July 1, 2013

Employees of the Barrington Fire Department shall be entitled to a 2% salary increase for the contract year July 1, 2013 to June 30, 2014 and subject to the following schedule.

	<u>Annual Salary</u>	<u>Weekly Salary</u>
Lieutenant	61,125.02	1,175.48
Firefighters:		
Step 1 upon appointment	38,872.18	747.54
Step 2 additional 12 mos. service	44,508.00	855.92
Step 3 additional 6 mos. service	47,486.00	913.19
Step 4 additional 6 mos. service	54,132.97	1,041.02

Commencing July 1, 2014

Employees of the Barrington Fire Department shall be entitled to a 2% salary increase for the contract year July 1, 2014 to June 30, 2015, and subject to the following schedule.

	<u>Annual Salary</u>	<u>Weekly Salary</u>
Lieutenant	62,347.52	1,198.99

Firefighters:		
Step 1 upon appointment	39,649.62	762.49
Step 2 additional 12 mos. service	45,398.00	873.04
Step 3 additional 6 mos. service	48,436.00	931.46
Step 4 additional 6 mos. service	55,215.63	1,061.84

Commencing July 1, 2015

Employees of the Barrington Fire Department shall be entitled to a 2% salary increase for the contract year July 1, 2015 to June 30, 2016, and subject to the following schedule.

	<u>Annual</u> <u>Salary</u>	<u>Weekly</u> <u>Salary</u>
Lieutenant	63,594.47	1,222.97
Firefighters:		
Step 1 upon appointment	40,442.61	777.74
Step 2 additional 12 mos. service	46,306.00	890.50
Step 3 additional 6 mos. service	49,405.00	950.10
Step 4 additional 6 mos. service	56,319.94	1,083.07

Irrespective of the above schedule, salaries of the above employees covered by this Agreement shall be no more than one pay step less than employees of comparable rank in the Barrington Police Department.

For purposes of this contract, a pay adjustment is owed to covered fire employees when, for the fiscal year in question and after the contracts with both the police and fire unions for that fiscal year have been settled either by negotiation or arbitration, the difference between the base salary paid to a top step Barrington patrolman exceeds the base salary paid to a top step Barrington firefighter by more than 4.3% or when a top step Police Patrol Sergeant exceeds the base salary paid to a top step Fire Lieutenant by more than 4.3%. The resulting percentage difference, i.e., the percent in excess of 4.3%, shall be applied to the base salary of each covered fire position.

For example, if a top step police officer is being paid \$30,982 and concurrently a top step firefighter is being paid \$29,279, the \$1,703 difference is 5.8% greater than the firefighter salary and exceeds the 4.3% step requirement of this provision by 1.5%. In this instance the base salary of each covered fire union position contained in the then existing contract for the fiscal year in question will be increased by 1.5%. This example is intended to include Police Patrol Sergeant and Fire Lieutenant.

It is expressly understood that the reimbursement due shall only be payable to those covered individuals actively employed by the Barrington Fire Department after the fiscal year contracts for both the police and fire unions are arbitrated or negotiated and the amount owed has been determined and agreed upon. (Negotiated Nov. 1995)

The Town shall allow employees to direct deposit salary and other compensation to personal accounts at financial institutions as determined by the Town.

B. All EMTC employees who are permanently or temporarily assigned to rescue for a full tour of duty shall receive Five (\$5.00) Dollars for each full day tour of duty and Seven (\$7.00) Dollars each full night tour of duty and shall be included in base salary calculations for pension purposes.

C. Any member possessing EMTC certification shall receive an annual additional compensation based upon the following schedule during the month of September and effective September 1. The additional compensation shall be included in base salary calculations for pension purposes.

More than 1 year but less than 6 years of service:	\$350
More than 6 years but less than 16 years of service:	\$700
More than 16 years but less than 20 years of service:	\$950
More than 20 years of service:	\$1200

Section 2. LONGEVITY

Every regular permanent member of the Fire Department shall be entitled to longevity payments after he has served as a member of the Fire Department for a period of five (5) years, including his year of probation. Payments for longevity shall be in accordance with the following schedule and shall be added to the member's annual salary for pension calculations.

Any member entitled to longevity payments shall be paid the same in one (1) lump sum during the month of November in each year. Any member who becomes eligible for longevity by November 1 shall be entitled to longevity payments.

Longevity payment shall be monthly pro-rated during an employee's last year of service beginning with the month of November.

LONGEVITY SCHEDULE

Effective July 1, 2006

<u>Length of Service</u>	<u>Payment</u>
Commencement of employment to and including completion of fifth (5 th) year (including probationary year)	0%

Sixth (6 th) year to completion of Tenth (10 th) year	6%
Eleventh (11 th) year to completion of Fifteenth (15 th) year	7%
Sixteenth (16 th) year to retirement	8%

ARTICLE X

Section 1. SICK LEAVE

Each employee of the Fire Department covered by this Agreement shall be entitled to sick leave at the rate of one and one-quarter (1-1/4) working days for each full calendar month of service; provided, however, that such benefit shall not accrue in excess of one hundred twenty (120) working days.

Any newly hired employee of the Fire Department shall immediately upon his being hired be credited with fifteen (15) days of sick leave; and any employee who has less than five (5) days of sick leave accumulated on any January 1 shall be credited with the difference between his accumulated sick leave and fifteen (15) days. Any employee who accumulates sick leave under the provisions of the immediately preceding sentence shall not accumulate on a monthly basis until he has served such period of time as would have given him the accumulated fifteen (15) days at the normal monthly rate.

Sick leave for employees covered by this Agreement shall be granted for the following defined reasons:

- (a) Personal illness or physical incapacity not connected with the employee's service in the Fire Department, to such an extent as to render said employee unable to perform the duties of his present position or some other position in the Fire Department if said employee is found capable of other departmental work by a qualified physician.
- (b) Attendance upon members of the family within the household of the employee whose illness requires the care of such employees; provided that not more than four (4) working days per contract year, with pay, shall be granted for such purpose.

Personal leave for the following reasons shall be granted but shall not be charged against the said employee's sick leave:

- (a) In the event of a death occurring in the immediate family of an employee of the Fire Department covered by this Agreement such employee shall be allowed up to three (3) working days off in the case of each such death for the purposes of attending funeral services and making the necessary arrangements therefore. The term "immediate family" shall be defined to include father, mother, spouse, children, step-children, brother, sister,

mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather, spouse's grandmother or grandfather, stepmother and stepfather.

- (b) In case of death of relatives other than as provided in Paragraph (a) above, such leave of absence with pay shall be for such period of time as may be granted at the discretion of the Chief of the Department.
- (c) Enforced quarantine within the continental limits of the United States of America when established and declared by an appropriate governmental agency or qualified physician for the period of such quarantine only.

The Town shall have the right to require an employee to obtain a doctor's certificate verifying his illness, provided, however, that in any case where the Town requires such certificate the Town shall pay for the cost of obtaining the same.

Section 2. IN LINE OF DUTY ILLNESS

The rights of employees who contract an illness in the line of duty shall be in accordance with the provisions of the General Laws of the State of Rhode Island, Chapter 45-19-1.

Section 3. IN LINE OF DUTY INJURY

Employees of the Fire Department covered by this Agreement who are injured in the line of duty shall receive benefits to which they are entitled in accordance with the provisions of the General Laws of the State of Rhode Island, Chapter 45-19-1.

An employee that has been required by the Town to work a private or special detail shall be considered on duty for purposes of this subsection.

Section 4. PAYMENT FOR UNUSED SICK LEAVE

- a) After maximum accumulation, on an annual basis, in any case where an employee has accumulated his maximum sick leave entitlement under Section 1 hereof, he shall, at the end of each calendar year, be entitled to be paid one-half (1/2) of his unused yearly sick leave entitlement with such payment to be made on the basis of said employee's daily rate of pay effective at the time of said payment and shall be paid to the employee on the fifteenth (15th) day of February of the following calendar year.
- b) Effective July 1, 1994, employees shall receive pay at the time of their normal retirement equal to one-third (33%) of their recorded accumulated sick leave credits, not to exceed a maximum accumulation of 120 working days (Section 1), rounded to the nearest full day. Payment for each day shall be based upon one fifth (1/5) of the employee's weekly salary at the time the employee retires. Payment shall be made within thirty (30) days following retirement.

ARTICLE XI

Section 1. BLUE CROSS AND PHYSICIAN SERVICE

The Town of Barrington agrees to assume the full cost of family coverage for Blue Cross HealthMate Coast to Coast or a comparable medical program for those employees hired before June 30, 1993:

In the case of an unmarried employee hired before June 30, 1993, the Town of Barrington agrees to assume the full cost of individual coverage under said or comparable plans for those individuals.

For those employees hired after June 30, 1993, the Town of Barrington agrees to assume 80% of the cost of family or individual health coverage for the said or comparable plans. The remaining 20% of health insurance costs will be paid by the employee. (February 1993, negotiated settlement)

Section 2. BLUE CROSS AND PHYSICIANS SERVICE FOR RETIREES HIRED PRIOR TO OCTOBER 1, 2012

All employees who retire on or after July 1, 1989, except for those employees hired on or after October 1, 2012, shall the remainder of the fiscal year in which they retire and five additional years, receive all the benefits of Article XI, Section 1, in effect at the time of their retirement, on a date he/she may elect after retirement except:

1. Coverage shall not extend beyond the age of 65 of the employee.
2. Coverage shall not be provided by the Town if comparable coverage is available to the retiree from his new employment or through his spouse's employment.
3. The retiree becomes eligible for Medicare or other federally subsidized programs.
4. Individuals shall leave Town service with the same level of coverage (single or family if the retiree is still married or has eligible dependents to the extent the retiree is responsible to provide coverage for those dependents) they had at the time of their retirement; single coverage is not upgradeable.
5. If family coverage is provided and the retiree divorces, coverage shall be reduced to individual coverage unless otherwise provided by the judgment of divorce. The divorced spouse of a retiree will lose coverage under the retiree's health plan if he/she predeceases the retiree, becomes eligible to participate in a comparable plan or if either the retiree or the divorced spouse remarries, in which case the family coverage provided to the retiree shall be reduced to individual coverage. Once family coverage is reduced to individual coverage, it shall not be upgradeable.

6. All retirees shall annually certify that they remain eligible for coverage pursuant to the provisions contained in this Article. Failure to certify in a timely manner or falsifying information shall result in immediate termination of coverage.

Section 2(A) – DISABILITY RETIREES

Commencing July 1, 1999, the Town shall pay 100% of the cost of individual HealthMate Coast to Coast or a comparable product for an I.O.D. disability retiree if injured in the line of duty. If the employee is married at the time of the disabling injury, the Town shall pay 100% of the cost of family HealthMate Coast to Coast or a comparable product. Both coverages shall include the same riders provided to active employees under this program. Coverage will be provided at the Town's expense under the following conditions:

1. The disability retiree remains disabled and continues to qualify for his/her disability pension.
2. The disability retiree has not reached the age of 65 or is not eligible for Medicare or other federally subsidized programs.
3. If a disability retiree becomes employed and earns over 50% or more of the yearly allowable limit permitted by the retirement plan and still qualifies for disability pension benefits, he/she shall pay to the Town 20% of the cost of his/her health insurance coverage.
4. The disability retiree and/or his/her spouse are not eligible to receive comparable health insurance coverage through either one's employment.
5. In the case of family coverage, the disability retiree is still married or has eligible dependents. If family coverage is provided and the retiree divorces, coverage shall be reduced to individual coverage unless otherwise provided by the judgment of divorce. The divorced spouse of a retiree will lose coverage under the retiree's health plan if he/she predeceases the retiree, becomes eligible to participate in a comparable plan or if either the retiree or the divorced spouse remarries, in which case the family coverage provided to the retiree shall be reduced to individual coverage. Once family coverage is reduced to individual coverage, it shall not be upgradeable.
6. All disability retirees shall annually certify that they remain eligible for coverage pursuant to the provisions contained in this Article. Failure to certify in a timely manner or falsifying information shall result in immediate termination of coverage.

Section 2 (B) – RETIREES HIRED AFTER OCTOBER 1, 2012

Employees hired after October 1, 2012 who retire with a normal retirement shall not be entitled to

Blue Cross and Physicians service listed in Section 2 of this agreement upon retirement.

Employees hired after October 1, 2012 who retire with a disability retirement shall receive all the benefits of Article XI, Section 2 (A) - Disability Retirees.

Section 3. DELTA DENTAL

The Town of Barrington agrees to assume the full cost of family coverage for the Delta Dental program, Levels I, II, III and IV, with Student Rider to Age 25, offered by Rhode Island Hospital Service Corporation (Blue Cross) or a comparable dental insurance program to all employees hired before June 30, 1993, except that unmarried employees employed with the Town prior to June 30, 1993, shall be furnished individual coverage under said Delta Dental or a comparable program.

The Town of Barrington agrees to assume 80% of the cost of family or individual dental coverage for the said or comparable plans for Employees hired after June 30, 1993. The remaining 20% of dental insurance costs shall be paid by the employee.

Section 4. INDIVIDUALS HIRED PRIOR TO JUNE 30, 1993

The following active members were hired by the Town of Barrington prior to June 30, 1993:

R. W. Cotta
R. A. MacKay
P.J. Moreau

The following are retired individuals:

	Coverage Expires
G. M. Collins	06/30/13
P. Curti	Deferred (7/1/2005)
G. W. Hughes	06/30/2014
T. J. McKenna	Disabled
P. T. McKivergan	Deferred (7/1/2008)
J. C. Oberg	06/30/18
C. C. O'Neill	06/30/16
W. Smith	Disabled
E. P. Whalen	Disabled
J. J. Wojyto	Disabled

If any individual from the active employee list leaves Town service for reasons other than retirement (as defined under the provisions of G.L. R.I. 45-21.22 Optional retirement for members of police force and firefighters) the name of that individual will be considered deleted from this

list and no longer entitled to these benefits.

Those individuals on the active employee list who retire pursuant to the provisions of G.L.R.I. 45-21.2-2, (Optional retirement for members of police force and firefighters) will be entitled to benefits as specified in Article XI. Section 2. (February 1993, negotiated settlement)

Beginning July 1, 1999, all regular retirees shall copay 20% of the cost of their retirement health insurance benefit as described in Article XI, Sections 1 and 2, for the length of time they collect such benefit. Payment must be received in full by the Town in advance of each calendar quarter. Failure to submit payment in accordance with this schedule shall result in the immediate termination of such coverage.

ARTICLE XII

Section 1. VACATIONS WITH PAY

As of January 1st in each year, all employees of the Fire Department who have less than seven (7) years of service shall be entitled to a vacation with pay of twelve (12) working days during such calendar year, employees with seven (7) or more years of service, but less than ten (10) years of service, shall be entitled to a vacation with pay of fourteen (14) working days during such calendar year; employees with ten (10) years of service or more but less than twenty (20) years of service shall be entitled to a vacation with pay of eighteen (18) working days during each calendar year; employees with twenty (20) years or more service shall be entitled to a vacation with pay of twenty (20) working days during each calendar year. Vacations shall be accrued monthly during the first year (probationary) of service and awarded on January 1 of the year following initial employment.

Section 2. VACATION SELECTION

Choice of vacation shall be granted to officers and firefighters by platoon on the basis of length of total service in the Fire Department.

Section 3. EMPLOYEES ON VACATION

The Town of Barrington shall allow four (4) members of the Fire Department to be on vacation at any time with no more than one (1) member per platoon at any one time.

Section 4. TIME FOR VACATIONS

Beginning on the first day of January of each year, the Fire Department shall post a vacation list and each employee according to the provisions of Section 2 of this ARTICLE XII shall select his first eight (8) days of vacation at any time during that calendar year; provided, however, that vacations during the period of May 1 to September 30 shall be in eight (8) working day periods.

The selection process for the first eight (8) days of vacation shall commence by February 1 of each year and each employee in accordance with his seniority will have seven (7) days to select his first eight (8) days of vacation.

If an employee fails to select his first eight (8) days of vacation according to his seniority, he shall automatically forfeit this first round pick. Upon completion of selection of up to eight (8) days of vacation, the same procedure shall apply for the selection of any or all remaining time. Upon completion of this second round of vacation picks, any remaining vacation time may be selected at any time in the calendar year, on a first come first served basis, with a minimum of twenty-four (24) hours' notice. Employees shall be allowed to cancel selected vacation days at any time with twenty-four (24) hours' notice.

Irrespective of the above, any employee may select vacation prior to completion of the selection process, for vacation during the time the selection process is in progress, by polling the other members of his platoon as to the availability of the day(s) in question.

Section 5. PAYMENT FOR UNUSED VACATION LEAVE

In any case where an employee dies, resigns, retires or other-wise terminates his employment with the Town and has to his credit unused vacation leave, the Town will pay said employee for his accumulated vacation leave up to a maximum of twenty-five (25) unused vacation days. Payment for each day shall be based upon one-fifth (1/5th) of the employee's weekly salary, at the time the Town pays said employee. Payment therefore shall be made within thirty (30) days following the death, resignation, retirement or other termination of the employee's employment.

In any case where an employee dies and has to his credit unused vacation leave, the Town will pay the value thereof, up to a maximum of twenty-five (25) days, to said employee's estate or to his widow, if there be no estate, or to his children, if there be no estate nor widow. Payment for each such day shall be based upon one-fifth (1/5th) of the employee's weekly salary at the time of death. Payment therefore shall be made within thirty (30) days following the death of the employee.

Section 6. ACCRUAL OF VACATION LEAVE

All employees covered by this Agreement shall be allowed to accumulate from year to year vacation time up to a maximum of twenty-five (25) working days. In using accumulated vacation days, the provisions of this ARTICLE XII shall apply.

ARTICLE XIII

Section 1. MANPOWER

The Town of Barrington shall maintain a minimum of five (5) permanent employees on duty on each platoon at all times in order to properly fulfill the Town's public safety responsibility. Probationary firefighters who are temporarily assigned to a work platoon shall count toward the minimum manning requirement. Probationary firefighters assigned to the training division or a

training schedule shall not count toward minimum manning. All fill-ins for absences to maintain the five employee minimum on duty shall be by permanent employees of the Barrington Fire Department at the overtime rate set forth in this Agreement.

The Town of Barrington agrees that any reduction in the size of its paid municipal fire department will be by attrition and not by forced layoff, except for any individual removed for cause. (February 1993, negotiated settlement)

ARTICLE XIV

Section 1. CLOTHING

Clothing for all employees of the Fire Department covered by this Agreement shall be provided or within the Town of Barrington Fire Department's budget and shall be of sufficient quantity to adequately clothe its personnel with the following items:

- Ties (black) (as required)
- Shoes (black) (annually)
- Four (4) station uniforms--two (2) long and two (2) short sleeve (bi annual) NFPA 1951 compliant.
- Uniform hat (as required)
- Work jacket (bi-annual)
- Sweat shirt and two (2) tee shirts (annual)
- Dress blue uniforms and top coats for dress uniforms shall not be required.

Section 2. PROTECTIVE GEAR

The Town of Barrington agrees to supply and maintain in good condition the following NFPA 1951 approved protective gear:

- Turnout fire coats and pants
- Rubber boots
- Fire helmet with approved eye protection and neck guard
- Work gloves

All of the foregoing equipment shall be replaced by the Town at its sole cost and expense when the same is damaged or destroyed in the line of duty.

Section 3. CLOTHING MAINTENANCE ALLOWANCE

Each employee covered by this Agreement shall be entitled to receive the sum of four hundred dollars (\$400.00) per contract year for the maintenance of his clothing and equipment. The payment shall be made on January 15 of each contract year.

ARTICLE XV

Section 1. GRIEVANCE PROCEDURE

Although there are no recommended changes to the Grievance Procedure at this time, both the Town and Local 1774 agree to sincerely attempt to resolve disagreements informally or through steps (a) and (b) as a sign of good faith by both parties. (February 1993, negotiated settlement) alleged grievances of employees of the Fire Department in respect to provisions of this Agreement and which arise under this Agreement or in connection with the interpretation thereof or concerning rules and regulations of the Fire Department, shall be handled in accordance with the following procedure:

- a) When an employee covered by this Agreement feels he has a grievance, he shall submit the grievance, in writing, to the Chief of the Department, or in his absence, to the Acting Chief within ten (10) days on its occurrence. Within five (5) days thereafter, said Chief, or in his absence, the Acting Chief, receives such grievance, he or in his absence the Acting Chief shall issue his decision.
- b) If, in the judgment of the Executive Committee of Local 1774, the nature of the grievance justifies further action, it shall, through the President and Executive Committee of Local 1774, present the grievance, within ten (10) days, to the Town Manager. The Town Manager shall meet with the President and Executive Committee of Local 1774 within ten (10) days of receipt of a request from the President and Executive Committee of Local 1774. If either party feels it is necessary, the individual or individuals involved in the grievance shall be directed to appear before the Town Manager, the President of Local 1774 and the members of the Executive Committee for the purpose of testifying on the grievance. The employees involved in the grievance shall be entitled to have counsel present at any stage in the proceedings under Paragraph (b) hereof. The Town Manager shall render his decision, in writing, within seven (7) days after the meeting referred to herein.
- c) If either party desires to proceed further with the grievance, it shall notify the other party to this Agreement within seven (7) days of the written decision of the Town Manager that it desires to process the grievance further. In such event, a committee shall be created for the purpose of arriving at a final resolution of the grievance. This committee shall be composed in the following manner: A representative shall be selected by the Town Manager to represent the Town within seven (7) days of the date of the notice hereinbefore referred to; a representative shall be selected by the President of Local 1774 within said seven (7) days to represent Local 1774, and a third disinterested member shall be selected by the first two (2) members.

If agreement cannot be reached on the third member within five (5) days of the appointment of the last of the two (2) members selected, either party may request the assignment of the third disinterested member by the American Arbitration Association.

Such committee shall meet within ten (10) days of the appointment of the third member of the committee and shall conduct hearings on the grievance and shall render its decision within thirty (30) days from the date of the conclusion of said hearings. The decision handed down by this committee

shall be final and binding upon all parties to this Agreement.

Fees and necessary expenses of the third member only shall be borne equally by the parties hereto. In addition to the foregoing grievance procedures, Local 1774 shall have the right to bring a grievance on its own behalf or on behalf of any employee, in which case the grievance will be processed in accordance with the foregoing procedure.

In any case where a decision under Steps (a) and (b) of the foregoing grievance procedure is not rendered within the time limits specified, the grievant shall proceed to the next step of the grievance procedure at the election of the party not in default.

Section 2. DISCIPLINARY ACTION

Irrespective of any of the provisions of this Agreement, the foregoing grievance procedure set forth in Section 1 hereof shall be applicable to any disciplinary actions not involving removal or suspension where the same involves a permanent entry in the employee's service or personnel records, whether the same arises out of any provisions of this Agreement or any of the rules and regulations governing the Fire Department as the same exists or may be amended from time to time. Local 1774 shall furnish to the Town, upon request, a copy of the vote of the Executive Committee authorizing the processing of any grievance taken under Section 1 of this Article.

ARTICLE XVI

Section 1. PROMOTIONAL PROCEDURE

Promotions to all ranks within the Fire Department, with the exception of the Chief, shall be on the basis of competitive examinations. Such examinations shall be given for each particular rank and no employee, other than an officer, shall be permitted to take an examination for any rank other than one immediately above the rank which he holds. Not later than October 1, 1983, there shall be promotional lists established for each rank and all such promotional lists shall remain in effect for a period of two (2) years; at which time they shall expire and a new list shall be substituted.

Promotions shall be made from the top three (3) men on the promotional lists in effect at the time the vacancy occurs.

Before any promotional examination is given, the Town will post a notice thereof at least (30) days in advance of the day of the promotional examination. The source of materials for said examination shall be specified by the Town at least sixty (60) days prior to conducting the examination.

The scoring for any promotional examination shall be based upon the following factors:

Seniority	20%
Written Examination	50%
Oral Examination	15%
Chief's Evaluation	15%

ARTICLE XVII

Section 1. ATTENDANCE AT COURT

Any employee subpoenaed for attendance at court in connection with any matter related to Fire Department affairs, or related to any matter deemed justifiable by the Chief, will be allowed the time off necessary for his attendance at court pursuant to such subpoena without loss of pay and without the requirement to make up such time.

ARTICLE XVIII

Section 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the grievance procedures hereinbefore set forth, Local 1774 for itself and for all employees covered by this Agreement hereby agrees that no employees covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify such employee or employees, so engaged in such unauthorized activities, to cease and desist and publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XIX

Section 1. LIFE INSURANCE

The Town shall pay the sum of one hundred and twenty dollars (\$120.00) per year for each employee covered by this Agreement for the purpose of life insurance. Such sum shall be paid to Local 1774 before July 21 of each year.

ARTICLE XX

Section 1. DISABILITY RETIREMENT

Any firefighter who shall be absent from duty for a period of eight (8) months by reason of injury or illness contracted in the performance of duty shall be deemed physically unfit for duty and, immediately upon the expiration of such eight (8) month period, shall apply for disability retirement pursuant to Section 45-21.2-9 of the General Laws of Rhode Island. Such firefighter shall continue in the employ of the Town for the lesser of three (3) months from the date on which he has been

examined by three (3) physicians engaged by the State Retirement Board or the period from the date of application to the date on which such application is approved, provided, however, that he shall pay to the Town any retirement benefits received for the period from the date of application to the date of termination of employment. If the retirement board shall find that such firefighter is not permanently incapacitated for further service, and shall deny his pension, he shall remain in the employ of the Town pursuant to Section 45-19-1 of the General Laws, provided, however, that if he does not return to work within a reasonable time thereafter, application for disability retirement shall again be made to the State Retirement Board.

ARTICLE XXI

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 Barrington Fire Department, the Town of Barrington 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 tortuous conduct of an employee which is willful, deliberate or beyond the scope of his employment.

ARTICLE XXII

Section 1. DRIVER'S LICENSE

Members must notify the Fire Chief or Duty Chief immediately if their driver's license is or becomes suspended or revoked.

Section 2. TRAINING COST REIMBURSEMENT

All training costs including but not limited to mandatory Firefighter Level I and II, EMTC certification or recertification and on-duty replacement shall be reimbursed to the Town if a new member does not complete two full years of service.

ARTICLE XXIII

Section 1. DEFERRED COMPENSATION PROGRAM

The Town will offer members of Local 1774 the opportunity to contribute to a deferred compensation plan. The plan shall be administered by the same provider as the plan offered to the Chief of the department. All contributions to the deferred compensation plan shall be made solely by the

employee.

ARTICLE XXIV

Section 1. PENSION ELIGIBILITY

All current employees (those hired before June 30, 1993), will be eligible for a "20 year pension" effective July 1, 1995, pursuant to the statutory requirements contained in Section 45-21.2-22 of the Rhode Island General Laws, as amended. Fire Department employees hired after July 1, 1993, will be eligible for their pension after twenty-five (25) years of service to the Town of Barrington. (Pension Provision - October 26, 1992, Barrington Fire Arbitration Award of Everett A. Petronio; Containment provision from February 1993, negotiated settlement)

The Town Council will adopt a resolution in accordance with R.I.G.L. §45-21-52 (a) providing that effective January 1, 2000, and applicable only to firefighters employed by the Town as of that date, firefighters will receive the automatic increase in service retirement allowance prescribed by R.I.G.L. §45-21-52(a)(3) Plan C (hereinafter the "COLA"); and that firefighters will pay the additional 1% contribution of salary towards pension benefits prescribed by R.I.G.L. §45-21-52(c) and §45-21-41, as amended.

Article XXV

Section 1 - DURATION OF THIS AGREEMENT

This agreement shall be for a term of three (3) years commencing July 1, 2013, and ending June 30, 2016.

IN WITNESS WHEREOF, the Town of Barrington has caused this instrument to be executed by its Council President June Sager Speakman, as of the day and year first below written, and the said Local 1774, International Association of Fire Fighters, AFL-CIO, has caused this instrument to be signed by its President, Edward W. Owens, hereunto duly authorized as of the day and year below written.

TOWN OF BARRINGTON, RI

Council President

Date

Executed in presence of:

Date

LOCAL 1774, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

President

Date

Executed in presence of:

Date