

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE HARRISVILLE FIRE DISTRICT**

**AND**

**HARRISVILLE FIREFIGHTERS ASSOCIATION,  
LOCAL 4910, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO**

**September 1, 2014 – August 31, 2017**

## TABLE OF CONTENTS

<b>ARTICLE I – GENERAL PROVISIONS</b>	<b>1</b>
1. Agreement	
2. Recognition	
3. Working Relationship	
4. Definitions	
<b>ARTICLE II – MANAGEMENT RIGHTS</b>	<b>2</b>
<b>ARTICLE III – UNION SECURITY</b>	<b>2</b>
1. Local Membership	
2. Agency Fees	
3. Dues Deduction	<b>3</b>
4. Non-Discrimination	
5. Termination for Cause	
6. Indemnification	
7. Authorization to use Facility for Local Purposes	
8. Right to Representation	<b>4</b>
9. Right to Comment on Rules and Regulations	
<b>ARTICLE IV – NO STRIKES</b>	<b>4</b>
<b>ARTICLE V – CONDITIONS OF EMPLOYMENT</b>	<b>5</b>
<b>ARTICLE VI – WORK DUTIES</b>	<b>5</b>
1. Description and Enumeration	
2. Performance	<b>6</b>
3. Authorization to Perform	
4. Emergency Medical Services (“EMS”) Captain	
<b>ARTICLE VII – VOLUNTEERS AND <i>PER DIEM</i> AND TEMPORARY EMPLOYEES</b>	<b>7</b>
1. Volunteers and <i>Per Diem</i> Employees	
2. Temporary Employees	
3. Non-Interference	
<b>ARTICLE VIII – LAYOFFS/RECALLS, CALL BACKS, AND HOLDOVERS</b>	<b>7</b>
1. Layoffs/Recalls	
2. Call Backs	<b>8</b>
3. Holdovers	

<b>ARTICLE IX – PERFORMANCE EVALUATION</b>	<b>8</b>
1. Policy	
2. Criteria	
3. Discussions	<b>9</b>
<b>ARTICLE X – UNIFORM AND SAFETY EQUIPMENT</b>	<b>9</b>
1. Uniform Allowance	
2. Work Uniform	
3. Dress Uniform	<b>10</b>
4. Safety Equipment	
<b>ARTICLE XI – WORK SCHEDULE AND HOURS OF WORK</b>	<b>11</b>
1. Hours	
2. Schedule	
3. Determination and Posting of Schedule	<b>12</b>
4. Overtime Pay	
5. Substitution	<b>13</b>
<b>ARTICLE XII – GRIEVANCE PROCEDURE</b>	<b>13</b>
1. Grievance	
2. Waiver	<b>14</b>
3. Procedure	
<b>ARTICLE XIII – COMPENSATION</b>	<b>15</b>
1. Rate of Pay	
2. Annual Increases	
3. Longevity Pay	
4. Restoration Pay	<b>16</b>
<b>ARTICLE XIV – MEDICAL, DENTAL, AND LIFE INSURANCE</b>	<b>16</b>
1. Medical Insurance	
2. Dental Insurance	<b>18</b>
3. Coverage Waiver	
4. Life Insurance	<b>19</b>
<b>ARTICLE XV – PENSION AND INJURED ON DUTY COMPENSATION</b>	<b>19</b>
1. Pension	
2. Injured on Duty Compensation	

<b>ARTICLE XVI – PAID TIME OFF AND LEAVES</b>	<b>20</b>
1. Holiday Pay	
2. Vacation Leave	21
3. Sick Leave	22
4. Personal Leave	
5. Bereavement Leave	23
6. Leave of Absence	
7. Voting Leave	
8. Administrative Leave	24
9. Jury Duty Leave	
10. Military Leave	
11. Witness Leave	
 <b>ARTICLE XVII – INSTRUCTION AND TRAINING REIMBURSEMENT</b>	 <b>25</b>
1. Education	
2. Maintenance of Required Certifications	
 <b>ARTICLE XVIII – CONSTRUCTION</b>	 <b>26</b>
1. Savings Clause	
2. Complete Understanding	
 <b>ARTICLE XIX – DURATION</b>	 <b>26</b>
 <b>ARTICLE XX – EXECUTION</b>	 <b>27</b>

1 **ARTICLE I**

2 **GENERAL**

3 **1. Agreement**

4 Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode  
5 Island, as amended, entitled "The Firefighters Arbitration Act," this Agreement is made and  
6 entered into effective **September 1, 2014** by and between **HARRISVILLE FIREFIGHTERS**  
7 **ASSOCIATION, LOCAL 4910, INTERNATIONAL ASSOCIATION OF**  
8 **FIREFIGHTERS, AFL-CIO** (hereinafter called "the Local") and the **HARRISVILLE FIRE**  
9 **DISTRICT** (hereinafter called "the District").

10 **2. Recognition**

11 **A.** The District hereby recognizes the Local as the sole and exclusive bargaining agent of  
12 firefighters for the purposes of collective bargaining as to wages, rates of pay, hours, working  
13 conditions, and other terms and conditions of employment. The rights of the District and its  
14 firefighters shall be respected, and the provisions of this Agreement shall be observed for the  
15 orderly settlement of all disputes subject thereto.

16 **B.** The District shall be represented by its governing board, the Harrisville Fire District  
17 Operating Committee. This body may exercise its powers directly or through one or more  
18 appointed subcommittees or any duly designated individual.

19 **3. Working Relationship**

20 It shall be the individual and shared responsibility of firefighters, the District, the Chief of the  
21 District Fire Department, and the Crew Chief to maintain open, cooperative and productive  
22 relations in performing and complying with the provisions of this Agreement. On or after the  
23 execution of this Agreement by all parties, a copy of the current Agreement shall be provided to  
24 each firefighter covered by this Agreement, each member of the District Operating Committee,  
25 the District's Counsel, the Chief, Crew Chief, the Local's Rhode Island State Association of  
26 Firefighters representative, and to the General President's office of the International Association  
27 of Firefighters.

28 **4. Definitions**

29 **A.** The term "firefighter" as used in this Agreement means a non-probationary, full-time,  
30 and permanent employee of the District engaged in both the provision of emergency medical  
31 services and firefighting, excepting the Chief of the District Fire Department ("Chief") and Crew  
32 Chief. Should the position of Chief become full time, the Local may pursue the procedures for  
33 accretion established pursuant to the Rhode Island State Labor Relations Board General Rules

1 and Regulations relative to the position of Crew Chief.

2 **B.** The term “department” as used in this Agreement shall mean the District Fire  
3 Department.

4 **C.** The term “probationary firefighter” shall mean a firefighter who has not completed his or  
5 her probationary period. The probationary period for a firefighter shall begin on the first day of  
6 full-time employment and shall end after one year of full time employment, provided that the  
7 District is permitted to extend the probationary period for a length of time equal to any periods  
8 where, for any reason, the probationary firefighter was unable, unwilling or not scheduled to  
9 perform full time, regular work, excluding allotted personal or vacation leave. The discipline or  
10 discharge from employment of a probationary firefighter shall not be subject to the grievance or  
11 arbitration procedures of this Agreement.

## 12 **ARTICLE II**

### 13 **MANAGEMENT RIGHTS**

14 Any and all rights relative to the management and operation of the department are exclusively  
15 that of the District, unless expressly and specifically limited by the terms of this Agreement. The  
16 District has the authority to adopt any and all rules for the operation of the department including,  
17 but not limited to, those relative to the conduct of firefighters in the performance of their duties,  
18 provided such rules are not in conflict with this Agreement or applicable law. Such rights shall  
19 include, but are not limited to, the right to fix and determine the District’s operating budget and  
20 capital expenditures, to establish work rules, policies, regulations and standards, to determine  
21 qualifications, staffing levels, training, and assignments of individual firefighters, to hire,  
22 evaluate, assign, transfer, lay-off, promote, demote, suspend, discharge, or discipline firefighters,  
23 to schedule and assign work and, in general, to determine how, when, where, and by whom the  
24 duties of a firefighter, as determined by the District, shall be performed.  
25

## 26 **ARTICLE III**

### 27 **UNION SECURITY**

#### 28 **1. Local Membership**

29 Any firefighter may become a member of the Local in accordance with the rules thereof and  
30 continue membership throughout the life of this Agreement or any extension thereof.  
31

#### 32 **2. Agency Fees**

33 Any firefighter who does not become a member of the Local within thirty (30) days of the date

1 of this Agreement or of his or her initial employment by the District, whichever is later, shall be  
2 required, as a condition of employment, to pay to the Local each month an agency service fee in  
3 an amount determined by the Local in accordance with applicable law to defray the costs in  
4 connection with the Local's legal obligations and responsibilities as the exclusive bargaining  
5 agent for firefighters as provided in this Agreement.

6 **3. Dues Deduction**

7 The District shall deduct Local dues or agency service fees upon receipt of a signed authorization  
8 card, in a form provided by the District, from a firefighter who desires to have the District deduct  
9 such monies from his or her weekly payroll check. The District shall forward the dues and  
10 agency service fees deducted to the treasurer of the Local by the 15<sup>th</sup> day of the month following  
11 the month of deduction. The Local shall indemnify the District and hold it harmless against any  
12 and all claims, demands, suits, and any loss or liability, including counsel fees and costs, arising  
13 out of or by reason of any action taken by the District for the purpose of complying with the  
14 provisions of this Section. A firefighter must give the District at least thirty (30) days notice in  
15 writing, in a form determined by the District, of any change in the amount of dues or agency  
16 service fees to be deducted from his or her pay.

17 **4. Non-Discrimination**

18 The District agrees not to discharge or discriminate in any manner against a firefighter solely on  
19 the basis of his or her membership in the Local.

20 **5. Termination for Cause**

21 The District agrees not to discipline or discharge a non-probationary firefighter except for just  
22 cause, and subject to the grievance procedure set forth in Article XII.

23 **6. Indemnification**

24 The District shall provide, at its expense, all reasonable legal fees and costs for the defense of  
25 any firefighter sued due to actions arising out of and in furtherance of his or her employment by  
26 the District, excluding willful, wanton, or malicious conduct. The District shall have the right to  
27 select the attorney to represent the firefighter. The District shall indemnify any firefighter for  
28 any award against him or her or any settlement on behalf of the firefighter, provided it is  
29 determined by a court of competent jurisdiction that the firefighter was acting within the scope of  
30 and in furtherance of his or her duties, excluding willful, wanton, or malicious conduct.

31 **7. Authorization to use Facility for Local Purposes**

32 The District shall permit the use of a designated bulletin board at the department fire station for  
33 the posting of notices concerning Local business and activities. The District shall also permit the

1 Local to maintain a locked, four drawer vertical file cabinet within a designated area of the  
2 department fire station for Local purposes.

3 **8. Right to Representation**

4 Members of the Local have the right to representation from the Local during investigatory  
5 interviews. For purposes of this subsection, an investigatory interview means a formal meeting  
6 where a supervisor questions a firefighter to obtain information which the District intends to use  
7 as a basis for discipline or asks a firefighter to defend his or her conduct under circumstances  
8 where a firefighter has reasonable grounds to believe the inquiry may result in discipline. It is  
9 expressly agreed and understood that coaching, instruction, training, constructive criticism or  
10 warnings relative to deficient work performance or conduct or inquiries relative to the status of  
11 the performance of work duties do not constitute investigatory interviews. It is further expressly  
12 agreed that the District will not be obligated to pay a firefighter to attend an investigatory  
13 interview or grievance procedure which has to be scheduled outside the firefighter's normal  
14 work hours in order to accommodate the schedule of a Local representative.

15 **9. Right to Comment on Rules and Regulations**

16 Prior to promulgating any work rules or regulations of the department impacting firefighters, the  
17 District shall permit the Local the opportunity to submit comments and suggestions. Such  
18 comments or suggestions shall be submitted in writing to the Chief. Notwithstanding the Local's  
19 foregoing right to comment, it is expressly agreed and understood that, as expressly provided  
20 under Article II, the District has exclusive and final authority over the management and  
21 operation of the department and the modification or promulgation of rules or regulations of the  
22 department consistent with this Agreement.

23  
24 **ARTICLE IV**

25 **NO STRIKES**

26 In consideration of the rights of firefighters to a resolution of disputed questions under the  
27 grievance procedure set forth herein, the Local, for itself and for all firefighters covered by this  
28 Agreement, hereby agrees that no firefighter covered by this Agreement shall have a right to  
29 engage in any work stoppage, slowdown, strike or any other job action adverse to the District.  
30 Any firefighter engaging in such work stoppage, slowdown, strike or other job action adverse to  
31 the District shall be subject to discipline, including, but not limited to, the sanctions of  
32 suspension or discharge. In addition, if any work stoppage, slowdown, strike or any other job  
33 action adverse to the District should occur, the Local will immediately notify any firefighter



1 engaged in such activity to immediately cease and desist and shall publicly declare such action to  
2 be illegal.

### 3 ARTICLE V

#### 4 CONDITIONS OF EMPLOYMENT

5 As a condition of employment, a firefighter shall, at the time of application or as soon after hire  
6 as reasonably practicable with respect to items 3)–5) below, possess and maintain 1) an active  
7 and current license as an “Advanced Emergency Medical Technician” as provided under Rules  
8 and Regulations Relating to Emergency Medical Services (“R23-4.1-EMS”) §1.3, as the same  
9 may be amended, or as an Emergency Medical Technician-Cardiac as provided under R23-4.1-  
10 EMS §1.10.3, as the same may be amended, provided that, regardless of any subsequent  
11 amendments to the licensing regulations, this condition shall require, at a minimum, that a  
12 firefighter shall be trained and licensed to provide “advanced life support” as defined in R23-4.1-  
13 EMS §1.2, as the same may be amended; 2) an active and current Rhode Island driver’s license;  
14 3) an active and current certification as a National Fire Protection Association 1001, Level 1  
15 Firefighter, as the same may be amended; 4) an active and current certification and appointment  
16 as a Rhode Island Assistant Deputy State Fire Marshal as provided under R.I.G.L. §23-28.2-9, as  
17 the same may be amended; and, 5) such other certifications, licenses, or qualifications required  
18 for the performance of the work duties of a firefighter as provided herein. If the District deems it  
19 to be consistent with the safe, efficient, and economical operation of the department, the District  
20 may exempt a firefighter, in whole or in part, from one or more of the conditions of employment  
21 set forth above.

### 23 ARTICLE VI

#### 24 WORK DUTIES

##### 25 1. **Description and Enumeration**

26 The duties of a firefighter shall include the protection of life and property; the prevention,  
27 control, extinguishment, and investigation of fires; the provision of rescue and emergency  
28 medical services; the provision of emergency public service and aid, fire prevention education,  
29 and first aid education; the handling and containment of hazardous materials; the enforcement  
30 of laws and regulations related to fire prevention and public health and safety, including code  
31 enforcement; performing housekeeping and the routine maintenance of apparatus, equipment,  
32 and the grounds of the department station, and such other and incidental duties which the Chief  
33 may assign related to and otherwise consistent with the duties of a firefighter generally and/or

1 as itemized herein.

2 **2. Performance**

3 Normal and routine housekeeping shall be performed daily. District equipment shall be kept  
4 and maintained in service at all times. Firefighters on duty shall not sleep nor use the beds  
5 between 7:00 a.m. and 11:00 p.m., except with the permission of the Chief or his designee.  
6 Notwithstanding the foregoing, provided all work duties have been completed and there is no  
7 training or other activity at the department station, firefighters may retire at 10:00 p.m.,  
8 provided they rise by 6:00 a.m. during overnight shifts where they are not required to respond to  
9 a call. Firefighters shall not be required to perform outdoor maintenance or training when the  
10 temperature is above 90 degrees Fahrenheit or the temperature is below 35 degrees Fahrenheit  
11 as measured in Harrisville by the National Weather Service. Notwithstanding the forgoing,  
12 firefighters may be required to perform weather related duties such as sanding, salting, and  
13 shoveling snow from entryways, walkways, and/ or fire hydrants.

14 **3. Authorization to Perform**

15 The Chief, Crew Chief, or a probationary firefighter may perform such of the above duties of a  
16 firefighter as may be assigned by the Chief. Volunteers, *per diem* employees, and temporary  
17 employees may perform any or all of the above duties as provided in accordance with the terms  
18 of this Agreement.

19 **4. Emergency Medical Services (“EMS”) Captain**

20 **A.** The Chief shall appoint a firefighter to serve as EMS Captain, who will serve at the  
21 pleasure of the Chief. In the absence of the Chief or Crew Chief, the EMS Captain shall be in  
22 command at all emergency medical scenes to which he or she responds and shall have control  
23 and authority over all firefighters, probationary firefighters, volunteers, or per-diem or  
24 temporary employees assigned to rescue apparatus during the emergency. The EMS Captain  
25 shall be the department’s designated Emergency Medical Services (“EMS”) Director and shall  
26 be the emergency medical training officer for the department, including training of all  
27 probationary firefighters, volunteers, or per-diem or temporary employees. The EMS Captain  
28 shall be responsible for planning, scheduling, and implementing departmental emergency  
29 medical training and for purchasing medical equipment and supplies. In addition, the EMS  
30 Captain shall ensure that all rescue reports are promptly and properly completed and submitted  
31 and shall oversee the EMS quality improvement program to ensure the highest quality medical  
32 care is provided by the department. The EMS Captain shall perform such other duties which  
33 the Chief may assign or as may be established by rules or regulations of the department.



1 in the department, layoffs shall occur in the inverse order of seniority. In those instances where  
2 firefighters are to be laid off, the District shall give notice as soon as practicable, but in no event  
3 shall it be less than two (2) weeks prior to the effective date of the layoff. In the event that  
4 firefighters are recalled after the layoff, they shall be recalled on the basis of their seniority. The  
5 District shall not hire any new firefighters until all firefighters laid off are offered the opportunity  
6 for reinstatement.

7 **2. Call Backs**

8 When necessary for the safe, efficient, and economical operation of the department, a firefighter  
9 may be called back to work following the completion of his or her shift or otherwise requested to  
10 work the shift of a firefighter who is on leave or otherwise unavailable to perform his or her  
11 assigned shift. As used in this Agreement, a "call back" or "holdover," as defined below, is  
12 "mandatory" where the Chief or his or her designee has ordered a firefighter to cover all or a  
13 portion of a regularly scheduled shift not originally assigned to that firefighter.

14 **3. Holdovers**

15 When necessary for the safe, efficient, and economical operation of the department, a firefighter  
16 may be subjected to a mandatory holdover and ordered to remain at work to cover all or a portion  
17 of a succeeding shift not originally assigned to that firefighter.

18  
19 **ARTICLE IX**

20 **PERFORMANCE EVALUATION**

21 **1. Policy**

22 It is the policy of the District that the job performance of firefighters shall be reviewed  
23 periodically. Performance evaluations are utilized to provide feedback regarding a firefighter's  
24 overall performance. Firefighters are strongly encouraged to discuss job performance on an  
25 informal, day-to-day basis with their supervisors. Probationary firefighters will generally receive  
26 a performance evaluation at the end of their probationary period. If an evaluation is provided, it  
27 may be done either orally or in writing. Also, performance evaluations are generally conducted  
28 annually. However, reviews may be conducted during the year at the discretion of the Chief or  
29 his designee, *i.e.* each time the firefighter performs exceptionally poorly or well in the judgment  
30 of the District. Performance evaluations do not necessarily generate an increase in a firefighter's  
31 hourly wage.

32 **2. Criteria**

33 The job performance of each firefighter will be evaluated in comparison to their job description

1 and on the basis of the experience and training of the firefighter. Factors which may be  
2 considered in the performance evaluation include, but are not limited to; knowledge of the job,  
3 quantity and quality of work, accuracy, relationships with the public, co-workers and  
4 supervisors, attitude, attendance, judgment, and acceptance of responsibility.

5 **3. Discussions**

6 Performance evaluation discussions are intended to be positive. However, any performance  
7 weaknesses will be discussed as well as strategies for improving these weaknesses. Supervisors  
8 will advise firefighters in advance of these discussions to allow sufficient time to prepare for the  
9 meeting. This is a good time to ask questions, make suggestions, or seek clarification about  
10 individual job responsibilities.

11  
12 **ARTICLE X**

13 **UNIFORM AND SAFETY EQUIPMENT**

14 **1. Uniform Allowance**

15 Each firefighter will be granted an annual allowance of one thousand (\$1,000.00) to purchase,  
16 replace or maintain such work uniform, other apparel, or footwear, as may be prescribed by the  
17 District from time to time. Firefighters will be required to submit requests for reimbursement for  
18 any work uniform, other apparel, or footwear purchased in such manner and in accordance with  
19 such policies and procedures as may be prescribed by the District. A firefighter is not entitled to  
20 reimbursement for any work uniform, other apparel, or footwear that does not strictly comply  
21 with the requirements of this Article.

22 **2. Work Uniform**

23 **A.** Work apparel of firefighters of any kind, including uniforms, socks, hats, head cover, and  
24 footwear, shall be National Fire Protection Association ("NFPA") approved, where such  
25 designation is applicable, and of a type and quality and contain such markings, logos, printing,  
26 lettering, patches, pins, badges or embroidery as provided in this Article or as may be permitted  
27 or prescribed by the District from time to time consistent with this Article.

28 **B.** The following are approved District work apparel:

- 29 • Light blue uniform shirt (long and/or short sleeve)
- 30 • Dark blue uniform pants
- 31 • Light or dark blue golf/polo shirt with approved District markings and optional, approved  
32 Local logo or markings
- 33 • Dark blue collared job shirt with approved District markings and optional, approved Local

1 logo or markings.

- 2 • Harrisville Fire District badge
- 3 • Emergency medical technician (“EMT”)/firefighter collar pins (2)
- 4 • Black footwear with black, dark blue, or white socks that extend at least six (6) inches
- 5 above the ankle
- 6 • Dark blue uniform coat
- 7 • Dark blue caps (baseball or winter knit type) with approved District markings
- 8 • Coat will consist of either EMT duty coat or District issued navy blue with lime-yellow
- 9 markings.

10 **C.** All approved District markings will be located over the left chest. Any approved Local  
11 logo or markings must be located on a sleeve and be no larger than 3” x 3.” District approval of  
12 a Local logo or markings shall not be unreasonably withheld. No other markings, logos,  
13 printing, lettering, or embroidery of any kind is permitted.

14 **D.** All firefighters while on duty outside the station or attending to public duties or  
15 functions (*i.e.* meetings, inspections, assemblies) shall wear button down uniform shirts with  
16 District badge and District collar pins (“duty uniform”). Firefighters shall not wear the duty  
17 uniform except when performing official duties on behalf of the District. While on duty in and  
18 around the station, firefighters may wear T-shirts or sweatshirts of either bright yellow/green or  
19 navy blue color with approved District markings. Pink colored shirts otherwise conforming to  
20 the requirements of this Article may be worn during the month of October.

21 **E.** Shorts are not permitted.

22 **F.** Firefighters shall maintain and wear uniform apparel in a clean, pressed, and good  
23 condition and shall maintain and wear footwear in a clean, polished, and good condition.

### 24 **3. Dress Uniform**

25 The District shall supply all new firefighters with a Class A dress uniform consisting of a hat and  
26 badge, pants, shirt, shoes, belt and tie. No markings, logos, printing, lettering, or embroidery of  
27 any kind is permitted on Class A uniforms except as provided or expressly permitted by the  
28 District. Firefighters shall maintain and wear Class A uniforms in compliance with §2.F. above.

### 29 **4. Safety Equipment**

30 **A.** The District shall assign and provide firefighters with the use of the following NFPA  
31 safety equipment:

- 32 • Structural Firefighting Helmet
- 33 • Structural Firefighting Boots

- 1 • Structural Firefighting Coat
- 2 • Structural Firefighting Pants with suspenders
- 3 • Structural Firefighting Hood
- 4 • Structural Firefighting Gloves
- 5 • Wildland Firefighting Helmet
- 6 • Wildland Firefighting Coat
- 7 • Emergency Medical Service Response Coat
- 8 • Personal SCBA Face piece with Voice Amplifier

9 **B.** Firefighters shall be required to maintain District issued safety equipment in good  
10 condition, normal wear and tear excepted, and to return the same to the District upon termination  
11 of employment.

12 **C.** Assigned equipment as set forth above that is damaged, contaminated, stained, or  
13 otherwise rendered unsuitable for duty due to job related activity will be replaced by the District  
14 subject to an investigation by the Chief or his or her designee to determine the cause of any  
15 damage. In the event it is determined that the damage to any assigned equipment was caused by  
16 lack of due care in the storage, maintenance, and/or use of the equipment, or if the damage was  
17 not sustained due to job related activity, the firefighter shall reimburse the District on a *pro rata*  
18 basis for the cost of replacing the equipment, taking into account the age, life expectancy, and  
19 condition of the equipment at the time the damage was sustained.

20  
21 **ARTICLE XI**

22 **WORK SCHEDULE AND HOURS OF WORK**

23 **1. Hours**

24 The work week shall commence on 8:00 a.m. Sunday of each week and run continuously until  
25 8:00 a.m. the following Sunday.

26 **2. Schedule**

27 **A.** Four firefighters shall be scheduled on a four (4) platoon rotating shift consisting of one  
28 firefighter in each platoon. The regular work schedule for firefighters working the rotating  
29 platoon shift shall consist of twenty-four (24) hours on, followed by twenty-four (24) hours off,  
30 followed by twenty-four (24) hours on, followed by five (5) days or one hundred twenty (120)  
31 hours off. It is agreed between the firefighters and the District that the foregoing schedule  
32 establishes a forty-two (42) hour average work week over the course of one year.

1        **B.**        Firefighters working the rotating platoon shift shall ordinarily be scheduled to work  
2 regularly scheduled shifts of twenty-four (24) hours commencing at 8:00 a.m. and terminating at  
3 8:00 a.m. the following day

4        **C.**        It is further agreed that, for administrative convenience and to provide a stable and  
5 consistent level of minimum pay for firefighters, firefighters working the rotating platoon shift  
6 who work all their regularly scheduled hours during a work week shall be entitled to a weekly  
7 pay based on forty-two (42) hours, regardless of the number of hours the firefighter was  
8 scheduled to work that week, in addition to any overtime hours worked.

9        **D.**        The District may schedule a fifth firefighter according to a recurring forty-eight (48) hour  
10 weekend shift which commences on 8:00 a.m. Saturday to 8:00 a.m. Monday of each week. In  
11 the alternative, the District may schedule a fifth firefighter to a recurring forty-two (42) hour  
12 work week Monday 3:00 p.m. to 11:00 p.m. and Tuesday through Friday from 3:00 p.m. to 11:30  
13 p.m. Any firefighter working the recurring forty-eight (48) hour weekend shift shall be entitled to  
14 over time for all hours worked in excess of forty-eight (48) hours in any work week as provided  
15 in Section 4 below. In the event the District determines that the shift of the fifth firefighter  
16 position needs to be altered to other than either of the alternatives provided above, the District  
17 and the Local agree to cooperate in a timely and good faith manner to negotiate an appropriate  
18 change in the shift schedule in order to improve and promote the safe, efficient, and economical  
19 operation of the department.

20        **E.**        In the event of a vacancy in an existing shift or if a new shift is established, firefighters  
21 shall be provided preference according to employment seniority in accordance with such policies  
22 and procedures as may be prescribed by the District.

23        **3.        Determination and Posting of Schedule**

24        **A.**        In the event of an emergency, the Department may, for the duration of the emergency, alter the  
25 schedule of firefighters. An emergency shall be an event other than a routine fire or rescue  
26 response.

27        **B.**        The schedule employed and shifts assigned shall be determined and notice posted in  
28 accordance with this Agreement and such policies and procedures as may be prescribed by the  
29 District.

30        **4.        Overtime Pay**

31        **A.**        Firefighters shall be compensated for all hours worked in excess of the number of hours  
32 in their regularly scheduled work week at the rate of one and one-half (1 ½) times their regular  
33 hourly rate of pay, excepting hours worked in accordance with Section 5 below.



1 **B.** Overtime shall be allocated between firefighters and the Crew Chief fairly and equitably  
2 based on a cumulative list and in accordance with such policies and procedures as may be  
3 prescribed by the District.

4 **5. Substitution**

5 **A.** Firefighters shall be permitted to substitute work shifts with other firefighters or the Crew  
6 Chief at any time in accordance with such policies and procedures as may be prescribed by the  
7 District.

8 **B.** Substitution shall be allowed for a full shift or any part thereof, provided it is consistent  
9 with the safe, economical, and efficient operation of the department.

10 **C.** It is expressly agreed that the District shall not be responsible for compensating any  
11 firefighter for the time worked as a substitute on a shift on behalf of another firefighter in  
12 accordance with this Section 5. Repayment of time owed as a result of a substitution hereunder is  
13 solely a matter between the firefighters involved and is not subject to the grievance procedures  
14 under this Agreement.

15 **D.** The Local agrees to indemnify and hold harmless the District from any and all claims of  
16 firefighters arising out of compensation claimed for hours worked as a substitute for another  
17 firefighter pursuant to this Section 5, including any attorney's fees and costs incurred in defending  
18 against any such claims.

19 **E.** The District may deny approval for a substitution due to a substantial weather event, other  
20 emergent situation, or whenever a proposed substitution is not consistent with the safe, efficient,  
21 and economical operation of the department.

22  
23 **ARTICLE XII**

24 **GRIEVANCE PROCEDURE**

25 **1. Grievance**

26 **A.** A grievance for purposes of this Article is a claim on the part of a firefighter or the Local  
27 that the District has violated the terms of this Agreement. All grievances shall be submitted in  
28 writing. Grievances must be initiated within ten (10) days from the date the grievant knew or  
29 should have known of the occurrence complained of and will be processed in the manner  
30 provided below.

31 **B.** Business days in this Article are defined as Monday through Friday excluding state and  
32 federal holidays. When calculating periods pursuant to this Article, the date on which a  
33 grievance or right to appeal arises is not counted. The last day of the period is to be included,

1 unless it is not a business day, in which event the period shall run until the end of the next  
2 business day.

3 **C.** The parties shall make a serious and sincere attempt to resolve a grievance at each step in  
4 the procedure established herein.

5 **2. Waiver**

6 If the District fails to act upon a grievance within the specified time period it shall be considered  
7 denied. If a grievance is not presented within the time frames provided for herein or if an  
8 unresolved or denied grievance is not appealed to the next step within the specified time period or  
9 any agreed upon extension thereof, it shall be considered waived. Any agreement to continue a  
10 matter or extend any time period provided in this Article must be in writing.

11 **3. Procedure**

12 **A. First Step.** The Local shall initiate a grievance by notifying the Chief in writing within  
13 the period provided above. Within ten (10) days of such notice, the grievant and, if he or she so  
14 chooses, his or her designated Local representative shall meet with the Chief (or his or her  
15 designee) and attempt to resolve the matter. Every effort shall be made to resolve a grievance at  
16 this level before resorting to more formal procedures. The Chief may issue a written  
17 determination within ten (10) days of the meeting. Failure to meet or resolve the grievance  
18 within the forgoing time frame or any agreed upon extension thereof shall be considered a denial.

19 **B. Second Step.** The Local must notify the Harrisville Operating Committee Fire  
20 Subcommittee ("Fire Subcommittee") in writing of any appeal of the grievance within ten (10)  
21 days of the denial by the Chief. The parties shall meet at a mutually convenient time not to  
22 exceed thirty (30) days from the notice of appeal. The Fire Subcommittee may issue a written  
23 decision within ten (10) days of the meeting. Failure to resolve the grievance within the forgoing  
24 time frame or any agreed upon extension thereof shall be considered a denial.

25 **C. Third Step.** The Local must notify the Harrisville Operating Committee ("Operating  
26 Committee") in writing of any appeal of the grievance within ten (10) days of the denial by the  
27 Fire Subcommittee. The parties shall meet at a mutually convenient time not to exceed forty-five  
28 (45) days from the notice of appeal. The Operating Committee may issue a written decision  
29 within ten (10) days of the meeting. Failure to resolve the grievance within the forgoing time  
30 frame or any agreed upon extension thereof shall be considered a denial.

31 **D. Fourth Step.**

32 1) The Local may appeal the denial of a grievance by the Operating Committee within ten  
33 (10) days by filing with the District a written demand for arbitration. The filing of such demand

1 constitutes agreement on the part of the Local and on behalf of the grievant that arbitration shall  
2 be the sole and exclusive means of contesting the action taken by the District and that the  
3 arbitrator's award will be final and binding upon the grievant and the parties.

4 2) Arbitration shall be in accordance with the rules of the American Arbitration Association,  
5 unless otherwise agreed to by the parties in writing, and the expenses of the arbitration shall be  
6 borne equally by the parties; provided, each party shall bear its own counsel fees, costs, and  
7 expenses associated with the arbitration.

8 3) The Arbitrator shall have no authority or power to alter, modify, subtract from, change or  
9 add to the language of this Agreement.

10  
11 **ARTICLE XIII**  
12 **COMPENSATION**

13 **1. Rate of pay**

14 All firefighters shall be compensated at the regular hourly rate of \$21.97, provided that, in lieu  
15 thereof, overtime of one and one half (1.5) times the regular hourly rate shall be payable to  
16 firefighters for hours worked in excess of the number of hours provided in their regularly  
17 scheduled work weeks as set forth in Article XI, Section 4.

18 **2. Annual Increases**

19 Firefighters shall be entitled to an increase in the above regular hourly rate in contract year  
20 September 1, 2015 through August 31, 2016 of two (2%) percent and in contract year September  
21 1, 2016 through August 31, 2017 of two (2%) percent.

22 **3. Longevity Pay**

23 Firefighters shall be entitled to longevity pay based on continuous, full time employment with  
24 the District measured from a firefighter's date of hire. Longevity pay shall be paid to an eligible  
25 firefighter on the first pay period following completion of the qualifying years of service on  
26 which the pay is due and payable as provided herein.. Each firefighter shall be granted longevity  
27 pay according to the following formula, applied to the regular hourly rate of a firefighter times  
28 the number of annual regularly scheduled hours for the firefighter's shift, exclusive of overtime:

<i>Completed Years of Employment</i>	<i>Longevity Pay</i>
7-13	Seven (7%) percent
14-20	Eight (8%) percent
21-27	Nine (9%) percent
28+	Ten (10%) percent

1 By way of example, a firefighter hired on March 1, 2007, will be entitled to payment of  
2 longevity pay upon completion of seven (7) full years of service on the pay period ending on  
3 March 8, 2014. .

4 **4. Restoration Pay**

5 Firefighters employed during the year previous to the effective date of this Agreement shall be  
6 entitled to a one time, lump sum payment of restoration pay of \$2,000.00 upon the execution of  
7 this Agreement by the parties.  
8

9 **ARTICLE XIV**

10 **MEDICAL, DENTAL, AND LIFE INSURANCE**

11 **1. Medical Insurance**

12 **A. Plan**

13 The District shall provide a Health Savings Account ("HSA") medical insurance plan, with a  
14 plan year deductible of \$1,500.00 for individual coverage and \$3,000.00 for family coverage,  
15 that shall provide coverage which is the same or equivalent to the medical insurance plan in  
16 effect at the execution of this Agreement, for so long as the plan or equivalent plan is available  
17 during the term of this Agreement. In subsequent years under this Agreement, if an equivalent  
18 plan is no longer available, the District shall provide health insurance in accordance with the plan  
19 which most closely compares to the premium costs and coverage of the medical insurance plan  
20 in effect at the execution of this Agreement. Firefighters shall be entitled to medical insurance  
21 coverage appropriate for the applicable family size in accordance with the rules of the plan. It is  
22 acknowledged and expressly agreed between the parties that the District may secure health  
23 insurance with any provider and that no specific health insurance provider is required as  
24 provided under R.I.G.L. §28-7-49.

25 **B. Health Savings Accounts**

26 Responsibility for annually funding the HSA of each firefighter shall be allocated as follows:

27 **1) Effective September 1, 2014:**

- 28 Firefighter: \$250.00 for Individual Plan
- 29 District: \$1,250.00 for Individual Plan
- 30 Firefighter: \$500.00 for Family Plan
- 31 District: \$2,500.00 for Family Plan

32 **2) Effective September 1, 2015:**

- 33 Firefighter: \$900.00 for Individual Plan

1 District: \$600.00 for Individual Plan

2 Firefighter: \$1,500.00 for Family Plan

3 District: \$1,500.00 for Family Plan

4 **3) Effective September 1, 2016**

5 Firefighter: \$1,500.00 for Individual Plan

6 District: \$00.00 for Individual Plan

7 Firefighter: \$3,000.00 for Family Plan

8 District: \$0.00 for Family Plan

9 **C. *HSA Funds Advanced by and Reimbursement to District***

10 1) On or before September 1, 2014 or as soon as the HSA account is established, whichever  
11 is later, the District shall advance the monetary amount of \$1,500.00 for an individual plan or  
12 \$3,000.00 for a family plan to each firefighter's HSA that will be accessible through a  
13 credit/debit card issued to each firefighter. Each firefighter shall utilize said credit/debit card for  
14 medical payments at points of service to satisfy the applicable deductible of the applicable HSA  
15 plan.

16 2) On or immediately before August 15, 2015 and on August 15<sup>th</sup> in each succeeding year  
17 under this Agreement, each firefighter shall provide written notice to the District as to the  
18 monetary amount the District must advance to the firefighter's HSA for the balance to equal the  
19 amount needed to satisfy the annual medical insurance plan deductible. The District may require  
20 verification of the balance of a firefighter's HSA at the time of this election in accordance with  
21 such policies and procedures as may be prescribed by the District. A firefighter may not elect an  
22 advance amount less than the sum necessary to satisfy the applicable deductible based on the  
23 balance in the firefighter's HSA. Firefighters will be required to submit the above election of  
24 HSA advance amount each year in accordance with such policies and procedures as may be  
25 prescribed by the District.

26 3) Each firefighter shall reimburse the District for the amount advanced to the firefighter's  
27 HSA as provided herein, minus the District's contribution amount, if any, as provided in Section  
28 1.B. above. The forgoing amount advanced to each firefighter's HSA shall be withheld from  
29 payroll and reimbursed to the District at the rate of 1/52 each pay period. The applicable  
30 amounts shall be deducted prior to the withholding of taxes in accordance with applicable law.  
31 In the event a firefighter separates from employment with the District prior to the last pay period  
32 in August, all sums due to the District hereunder shall become immediately due and payable and  
33 shall be deducted from any wages or other sums owed to the firefighter in his or her final

1 paycheck. Any sums remaining unpaid after the forgoing deduction shall be a debt due and  
2 owing the District, which the District may seek to collect in accordance with applicable law,  
3 unless arrangements for repayment of the same are made acceptable to the District.

4 4) Necessary costs associated with the administration of said credit/debit cards shall be  
5 borne by the District. The District agrees to provide all firefighters and their eligible family  
6 members, if applicable, with credit/debit cards at no cost to the firefighter. Any charges  
7 associated with replacing the credit/debit card to a firefighter due to loss or theft of the card shall  
8 be borne by the firefighter.

9 **D. Firefighter Premium Contribution.**

10 Beginning on August 31, 2017, each firefighter shall be responsible for payment of five percent  
11 (5%) of the total cost of the medical insurance premium attributable to the firefighter, if an  
12 individual plan, and to the firefighter and his or her family, if a family plan, up to a maximum of  
13 one thousand dollars (\$1,000.00), which shall be paid through pre-tax payroll deduction at the  
14 rate of 1/52 each pay period.

15 **2. Dental Insurance**

16 The District shall provide dental insurance coverage for firefighters which is the same or  
17 equivalent to the dental insurance plan in effect at the execution of this Agreement, for so long as  
18 the plan or equivalent plan is available during the term of this Agreement. In subsequent years  
19 under this Agreement, if an equivalent plan is no longer available, the District shall provide  
20 dental insurance in accordance with the plan which most closely compares to the premium costs  
21 and coverage of the dental insurance plan in effect at the execution of this Agreement.  
22 Firefighters shall be entitled to dental insurance coverage appropriate for the applicable family  
23 size in accordance with the rules of the plan. It is acknowledged and expressly agreed between  
24 the parties that the District may secure dental insurance with any provider and that no specific  
25 health insurance provider is required as provided under R.I.G.L. §28-7-49.

26 **3. Coverage Waiver**

27 Firefighters with insurance coverage for medical care and/or dental care through a spouse may  
28 elect to waive medical and/or dental coverage, as the case may be. Such an election by the  
29 firefighter shall be renewed in writing on or before August 1st of each year. If a firefighter who  
30 elects to waive coverage has a change of circumstance (*i.e.* loss of spouse's job), the firefighter  
31 may be reinstated into the applicable medical and/or dental insurance plan upon written request  
32 to the District and in accordance with the terms of the plan and this Agreement. Firefighters will  
33 be required to submit the above election to waive medical and/or dental insurance premiums or to



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

**ARTICLE XVI**

**PAID TIME OFF AND LEAVES**

**1. Holiday Pay**

**A.** Firefighters who regularly work twenty-four (24) hour shifts shall receive, for each paid holiday recognized by the District, ten (10) hours of holiday pay at their regular hourly rate, except for Christmas Eve and New Year's Eve, for which they are entitled to only five (5) hours of holiday pay, regardless of whether or not they are scheduled to work on that day. Firefighters who regularly work eight (8) or eight and one half (8 ½) hour shifts shall receive, for each paid holiday recognized by the District, eight (8) hours of holiday pay at their regular hourly rate, except for Christmas Eve and New Year's Eve, for which they are entitled to only four (4) hours of holiday pay, regardless of whether or not they are scheduled to work on that day. The additional holiday pay shall automatically be added to the weekly pay of each such firefighter. Holiday pay shall not be available to a firefighter who fails to work a on a holiday as scheduled, unless the firefighter is on injured on duty leave or the department is able to fill the shift without a mandatory callback or mandatory holdover.

**B.** For purposes of this Agreement, the District recognizes the following holidays:

- New Years Day (January 1<sup>st</sup>)
- Martin Luther King Day (Third Monday of January)
- Presidents' Day (Third Monday in February)
- Good Friday (Friday before Easter Sunday)
- Memorial Day (Last Monday of May)
- Independence Day (July 4<sup>th</sup>)
- Victory Day (Second Monday in August)
- Labor Day (First Monday of September)
- Columbus Day (Second Monday of October)
- Veterans Day (November 11<sup>th</sup>)
- Thanksgiving Day (Fourth Thursday of November)
- Day After Thanksgiving (Fourth Friday of November)
- Christmas Eve (December 24<sup>th</sup>—half day)
- Christmas Day (December 25<sup>th</sup>)
- New Year's Eve (December 31<sup>st</sup>—half day)



1    **2.    Vacation Leave**

2    A.    Firefighters shall accrue and be entitled to vacation leave each year as provided in the  
3    following schedule and in accordance with such policies and procedures as the District may  
4    prescribe from time to time:

- 5           1-3 years       4 hours per month (maximum of 48 hours annually)
- 6           4-5 years       8 hours per month (maximum of 96 hours annually)
- 7           6-19 years       8 hours per month plus 8 hours per year for each year subsequent to year 5  
8                           (maximum of 96 hours annually plus the 8 additional annual hours per  
9                           year)
- 10          20 + years     (maximum of 216 hours annually)

11   B.    The vacation schedule for firefighters will begin January 1st and end December 31st and  
12   will be determined by the District. Firefighters will be required to submit requests for vacation  
13   leave in such manner as may be prescribed by the District. A firefighter shall be entitled to  
14   request vacation leave commencing in January for the succeeding twelve (12) month period based  
15   on any accrued vacation leave as well as the number of vacation days the firefighter is entitled to  
16   accrue annually during that year according to the schedule set forth in section 2.A. above;  
17   provided, in the event a firefighter separates from employment with the District prior to the last  
18   pay period in December, the firefighter shall be liable to reimburse the District for any used but  
19   non-accrued vacation leave time taken, which shall be deducted from any wages or other sums  
20   owed to the firefighter in his or her final paycheck. Any sums remaining unpaid after the  
21   forgoing deduction shall be a debt immediately due and owing the District, which the District  
22   may seek to collect in accordance with applicable law, unless arrangements for repayment of the  
23   same are made acceptable to the District.

24   C.    Requests for vacation leave shall not be unreasonably denied when consistent with the  
25   safe, efficient, and economical operation of the department and applicable District rules.

26   D.    In the event that available vacation leave is not used by the end of the calendar year, a  
27   firefighter may carry any unused and previously accrued leave forward to the next calendar year  
28   up to a maximum of two hundred (216) hours. Vacation leave in excess of the foregoing cap is  
29   lost if not taken in the calendar year earned; provided, in the alternative, a firefighter may elect to  
30   receive payment for accrued but unused vacation leave from the most recent calendar year in an  
31   amount equal to one half (½) of the unused vacation leave times the firefighters regular hourly  
32   rate. An election to either carry over or elect payment of accrued but unused vacation leave in a  
33   given year must be made on or before December 31<sup>st</sup> of that year, and shall be paid on or before

1 the second pay period in January of the succeeding year.

2 E. Upon termination of employment, a firefighter who has completed one year of  
3 employment will be paid for the total accrued but unused vacation leave up to the applicable cap.  
4 Vacation leave attributable to the year in which employment is terminated shall be calculated on  
5 a pro rata basis in determining the foregoing amount due upon termination of employment.

6 **3. Sick Leave**

7 A. Firefighters shall be entitled to forty-eight (48) hours of sick leave each calendar year.  
8 Firefighters will be required to submit requests for sick leave in such manner and in accordance  
9 with such policies and procedures as may be prescribed by the District.

10 B. In the event that available sick leave is not used by the end of the calendar year, a  
11 firefighter may carry any unused and previously accrued leave forward to the next calendar year  
12 up to a maximum of nine hundred sixty (960) hours. Sick leave up to the foregoing cap is lost if  
13 not taken in the calendar year earned.

14 C. Upon termination of employment, a firefighter who has completed one year of  
15 employment will be paid for total accrued but unused sick leave up to the applicable cap in the  
16 manner provided herein. Sick leave attributable to the year in which employment is terminated  
17 shall be calculated on a pro rata basis in determining the foregoing amount due upon termination  
18 of employment. Firefighters shall be paid an amount equal to one half (½) of the unused sick  
19 leave times the firefighters regular hourly rate.

20 **4. Personal Leave**

21 A. Firefighters shall be entitled to twenty-four (24) hours of personal leave each calendar  
22 year. Firefighters will be required to submit requests for personal leave in such manner and in  
23 accordance with such policies and procedures as may be prescribed by the District.

24 B. Requests for personal leave shall not be unreasonably denied when consistent with the  
25 safe, efficient, and economical operation of the department and applicable District rules.

26 C. In the event that available personal leave is not used by the end of the calendar year, a  
27 firefighter may carry any unused and previously accrued personal leave forward to the next  
28 calendar year up to a maximum of one hundred sixty (160) hours. Personal leave in excess of  
29 the foregoing cap is lost if not taken in the calendar year earned.

30 D. Personal leave can be used as vacation leave, sick leave or to take care of personal matters.  
31 Upon termination of employment, a firefighter who has completed one year of employment will  
32 be paid for accrued but unused personal leave up to the applicable cap in the manner provided  
33 herein. Personal leave attributable to the year in which employment is terminated shall be

1 calculated on a pro rata basis in determining the foregoing amount due upon termination of  
2 employment. Firefighters shall be paid an amount equal to one half (½) of the unused personal  
3 leave times the firefighter's regular hourly rate.

4 **5. Bereavement Leave**

5 **A.** Firefighters are eligible for up to forty-eight (48) hours paid time off from regularly  
6 scheduled work due to the death of an immediate family member to permit the firefighter the  
7 opportunity to make arrangements, attend services, and attend to related family matters, where  
8 such activity conflicts with the firefighter's regularly scheduled work. Members of the  
9 immediate family include spouses, domestic partners, civil union partners, parents, brothers,  
10 sisters, children and children of domestic partners, grandchildren, grandparents, parents-in-law  
11 and parents of domestic partners.

12 **B.** Firefighters are eligible for up to twenty-four (24) paid hours paid time off to attend the  
13 funeral of aunts, uncles, nieces and nephews if services fall on the firefighter's scheduled day of  
14 work.

15 **C.** Firefighters will be required to submit requests for bereavement leave in such manner and  
16 in accordance with such policies and procedures as may be prescribed by the District. The  
17 District reserves the right to request written confirmation of a firefighter's familial relationship to  
18 the deceased and his or her attendance at the funeral service as a condition of the bereavement  
19 pay.

20 **D.** Under unusual circumstances, such as the necessity to travel out of state, the District may  
21 extend the period of a bereavement leave, with or without pay.

22 **6. Leave of Absence**

23 **A.** Under special circumstances, firefighters may be granted a leave of absence without pay.  
24 The granting of this type of leave is normally for compelling reasons. Firefighters will be  
25 required to submit requests for leaves of absence in such manner and in accordance with such  
26 policies and procedures as may be prescribed by the District.

27 **B.** Leaves of absence may not exceed thirty (30) days during which time no benefits will  
28 accrue. Leaves of absence are granted only after earned vacation, sick, and personal leave are  
29 exhausted.

30 **7. Voting Leave**

31 A firefighter whose work schedule does not provide adequate time to vote while polls are open,  
32 may be granted up to two paid hours off in order to vote. Firefighters may be required to  
33 submit requests for voting leave in such manner and in accordance with such policies and

1 procedures as may be prescribed by the District. Requests for voting leave shall not be  
2 unreasonably denied when consistent with the safe, efficient, and economical operation of the  
3 department and applicable District rules.

4 **8. Administrative Leave**

5 The Chief is authorized to grant paid administrative leave to firefighters for specified purposes in  
6 furtherance of the operations of the department in such manner and in accordance with such  
7 policies and procedures as may be prescribed by the District.

8 **9. Jury Duty Leave**

9 Firefighters summoned for jury duty are entitled to an unpaid leave from scheduled hours in order to  
10 serve. The Chief must be notified as soon as a summons to appear is received. The District reserves  
11 the right to request proof of jury service issued by the Court upon return. Firefighters may be  
12 required to submit requests for jury duty leave in such manner and in accordance with such  
13 policies and procedures as may be prescribed by the District.

14 **10. Military Leave**

15 Firefighters who are required to fulfill military obligations in any branch of the Armed Forces of  
16 the United States or in state military service will be given the necessary time off and reinstated in  
17 accordance with state and federal law. The time off will be unpaid, except where state or federal  
18 law mandates otherwise. Accrued vacation leave may be used for this leave if the firefighter so  
19 chooses. Military orders should be presented to the Chief and arrangements for leave made as  
20 early as possible before departure. Firefighters are required to give advance notice of their  
21 service obligations to the District unless military necessity makes this impossible. A firefighter  
22 must notify the Chief of an intent to return to employment based on requirements under  
23 applicable law. Benefits may continue to accrue during the period of leave if required in  
24 accordance with state or federal law. Firefighters may be required to submit requests for military  
25 leave in such manner and in accordance with such policies and procedures as may be prescribed  
26 by the District, consistent with any applicable state and/or federal law. To the extent permitted  
27 under applicable law, the District may require a firefighter deployed on active duty for more than  
28 two weeks to undergo and pass a fitness for duty examination, at the expense of the District.

29 **11. Witness Leave**

30 Firefighters are entitled to the necessary time off without pay to attend or participate in court  
31 proceedings that are not related to District business when compelled to appear in accordance  
32 with state or federal law. Firefighters are required to notify the Chief of a request for witness  
33 leave as far in advance as possible. If a firefighter is summoned to court on District business, the

1 time will be paid. Firefighters may be required to submit requests for witness leave in such  
2 manner and in accordance with such policies and procedures as may be prescribed by the District,  
3 consistent with any applicable state and/or federal law.  
4

5 **ARTICLE XVII**

6 **INSTRUCTION AND TRAINING REIMBURSEMENT**

7 **1. Education.**

8 Commencing on September 1 of each calendar year during the term of this Agreement, each  
9 firefighter will be granted an annual allowance of up to one thousand (\$1,000.00) for appropriate  
10 instruction or training related to firefighting, fire prevention, rescue services, or emergency  
11 medical services, subject to approval of the Chief. Firefighters will be required to submit  
12 requests for approval and reimbursement of educational expenses in such manner and in  
13 accordance with such policies and procedures as may be prescribed by the District. Requests for  
14 approval and/or reimbursement of educational expenses shall not be unreasonably denied when  
15 consistent with the safe, efficient, and economical operation of the department and applicable  
16 District rules.

17 **2. Maintenance of Required Certifications and Licenses.**

18 The District shall permit reasonable time off from duty with pay, if necessary, in order for a  
19 firefighter to attend instruction or training required for emergency medical technician re-  
20 certification and/or Rhode Island State Deputy Fire Marshal license approval or recertification.  
21 Time off with pay shall not be considered necessary unless the District determines that there is  
22 and was no reasonable alternative for the firefighter to obtain the above-described required  
23 training. The District shall pay or reimburse firefighters for the cost of any instruction or  
24 training required for emergency medical technician re-certification and/or Rhode Island State  
25 Deputy Fire Marshal license approval or re-certification; provided, the District shall not be  
26 required to pay for the cost of the same if a firefighter was able to but failed or refused to attend  
27 less expensive District or State of Rhode Island provided equivalent instruction or training on the  
28 same subject. Firefighters who are required to attend instruction or training on scheduled days  
29 off shall be compensated for all hours of classroom attendance plus one hour for travel and  
30 preparation at their regular hourly rate.  
31  
32

1 **ARTICLE XVIII**

2 **CONSTRUCTION**

3 **1. Savings Clause**

4 Should any provision of the Agreement be found to be inoperative, void or invalid by a court of  
5 competent jurisdiction, all other provisions of this Agreement shall remain in full force and  
6 effect for the duration of this Agreement, it being the intention of the parties that no portion of  
7 this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of  
8 any other portion or provision.

9 **2. Complete Understanding**

10 It is agreed that this Agreement contains the full and complete understanding of the parties, is  
11 subject to no understandings, conditions or representations other than those expressly stated  
12 herein, and that amendments or clarifications of this Agreement shall only be made by a writing  
13 executed by the parties and attached to this Agreement. The parties acknowledge that during the  
14 negotiations which resulted in this Agreement, each has had the unrestricted right and  
15 opportunity to present demands and proposals with respect to any matter subject to collective  
16 bargaining. Therefore, the District and the Local expressly agree that, during the period of this  
17 Agreement, neither party shall be obligated to bargain with respect to any matter not governed by  
18 this Agreement nor with respect to any matter governed by this Agreement, except in the  
19 manner, to the extent, and in the context specified herein.

20  
21 **ARTICLE XIX**

22 **DURATION**

23 This Agreement and the provisions thereof shall be in effect from **September 1, 2014** and shall  
24 continue in full force and be binding upon the respective parties hereto until **midnight August**  
25 **31, 2017**, provided a notice in writing of intent to terminate and negotiate a new agreement is  
26 served by one of the parties upon the other at least one hundred twenty (120) days prior to the  
27 2017 Annual Meeting of the District. If no such notice is served or if service is untimely, this  
28 Agreement shall renew itself from year to year until such notice is given, provided the provisions  
29 providing for annual increases in the regular rate and the one-time payment of restoration pay  
30 shall not apply in any renewal, except if expressly agreed upon by the parties.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

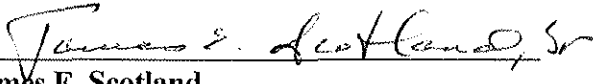
**ARTICLE XX**

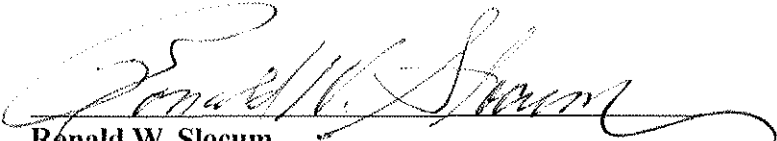
**EXECUTION**

**IN WITNESS WHEREOF**, this Agreement was duly executed by the parties effective **September 1, 2014**.

**IN THE PRESENCE OF:**

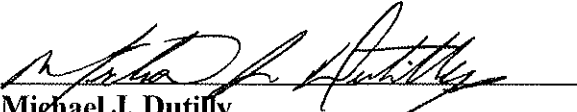
**HARRISVILLE FIRE DISTRICT**

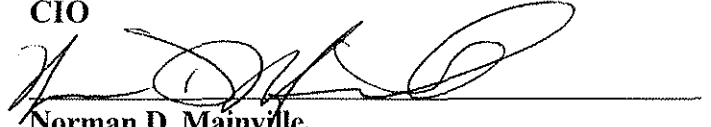
  
**James E. Scotland,**  
**Operating Committee Vice Chairperson**

  
**Ronald W. Slocum,**  
**Operating Committee Chairperson**

**Date:** 11/18/2014

**LOCAL 4910, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, AFL-  
CIO**

  
**Michael J. Dutilly,**  
**Vice President, Local 4910, IAFF**

  
**Norman D. Mainville,**  
**President**

**Date:** 11/18/2014