

Town of East Greenwich, Rhode Island

and

East Greenwich Firefighters Association
IAFF Local 3328

Personnel Policies and Contractual Agreement

July 1, 2019

To

June 30, 2022

TOWN OF EAST GREENWICH:

BY: _____
Town Council President

BY: _____
Town Council Vice President

BY: _____
Town Council Member

BY: _____
Town Council Member

BY: _____
Town Council Member

BY: _____
Town Manager

**EAST GREENWICH FIREFIGHTERS
LOCAL 3328, I.A.F.F. AFL-CIO:**

BY: _____
President

BY: _____
Vice President

BY: _____
Secretary

BY: _____
Treasurer

BY: _____
Executive Board Member

BY: _____
Executive Board Member

BY: _____
Executive Board Member

SECTION 1 AGREEMENT, RECOGNITION and DURATION

1-1 **AGREEMENT:** Pursuant to the provisions of Title 28, Chapters 7 and 9 of the Public Laws of the State of Rhode Island, this agreement is made and entered into this ____ day of April 2019 A.D., by and between the Town of East Greenwich (“Town”) and the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, (“Local”) or (“Association”) AFL-CIO, or (“Union”), collectively referred herein as (“the parties”).

1-2 **RECOGNITION:** The Town of East Greenwich recognizes the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO as the exclusive bargaining agent for all permanent employees of the East Greenwich Fire Department except the Chief and Deputy Chief of the Department.

1-3 **DURATION:** This agreement shall be for a term of three (3) years, commencing July 1, 2019 and ending June 30, 2022.

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SECTION 3 DEFINITIONS

ADMINISTRATIVE POSITION: Any position, which is usually staffed only during normal business hours on Monday through Friday, holidays excluded. Present administrative positions are: "Fire Marshal" and "Chief Clerk"

APPOINTMENT: The designation of a person, by due authority, to become an employee in the position, and his/her induction into employment in such position.

CALL BACK: Time spent, in excess of the normally assigned work hours, after having left the premises of the employer.

CHIEF: The duly appointed Chief of the East Greenwich Fire Department or any of the duly appointed Deputy Fire Chiefs of the Department.

COLLATERAL DUTIES: Any duties performed by any employee other than normally assigned duties, other than during his/her normally scheduled work period. Examples of collateral duties include Training, Communications Division, Fire Prevention Bureau assistance, EMS Coordinator, Safety Officer, Haz-Mat Officer, and Health and Wellness Coordinator.

COMPENSATORY TIME: Time off, during normally scheduled work hours granted in lieu of monetary compensation for overtime or call back consistent with legal requirements.

DAY: Any one of the calendar days in a month.

ELIGIBILITY LIST: A list of names of persons who have been found qualified through suitable tests or through reinstatement for employment.

ELIGIBILITY LIST (CAPTAIN): A list of names of employees who have passed the promotional list for Captain.

ELIGIBILITY LIST (LIEUTENANT): A list of names of employees who have passed the promotional exam for Lieutenant.

FIT-FOR DUTY EXAM: An examination performed by a physician in accordance with Section 43-1 to evaluate whether an active employee is fit for the continued performance of duty when the Chief suspects that the physical condition of an employee constitutes a hazard to himself or to persons or property.

FULL TIME EMPLOYEE: Any member of the Department whose regular work schedule as described in section 36 or 51 of this agreement exceeds an annual average of thirty (30) hours per week.

GENDER: Every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

GRIEVANCE: Any unresolved question or dispute regarding terms and conditions of employment.

HSA / HRA: Health Savings Account / Health Reimbursement Account.

HDHP: High Deductible Health Plan.

IMMEDIATE FAMILY: Includes spouse, son, daughter, brother, sister, parent, grandparent, grandchild, half-brother or sister, or in-laws of the same relations, significant other and legal guardian or other person who stands in the place of a parent.

INDEPENDENT MEDICAL EXAM (IME): An examination performed by a physician selected by the Town to evaluate whether an employee has reached maximum medical improvement from a work-related injury or illness and whether, when, and under what restrictions, if any, the employee can return to duty.

NEUTRAL EXAM: A medical examination performed by a third physician after an IME to evaluate whether an employee has reached maximum medical improvement from a work-related injury or illness and if, when, and under what restrictions, if any, the employee can return to duty.

OVERTIME: Time, other than call back, during which a full-time employee is on duty, working for the Department in excess of regularly scheduled work hours as calculated in section 36 or 51 of this agreement. Overtime applies only to that time authorized to be worked by the appointing authority in accordance with the provisions of this agreement.

PAY PERIOD: A One-week period beginning on a Sunday at 0700 and ending on a Sunday at 0700.

PAY RANGE: The minimum and maximum pay rates, together with the intermediate rates, if any, established for a position.

PAY STEP: Each of the regular increments in a pay range.

PERMANENT STATUS: The rights and privileges granted to an employee who has been appointed to a position after certification from an eligibility list or as otherwise provided by this agreement, and completion of probation.

POSITION: Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time or occupied full-time.

RESIGNATION: The voluntary termination of employment by an employee.

RETIREMENT BASE PAY: Base pay for retirement purposes shall include hourly wage, longevity pay, holiday pay, school incentive pay, Endotracheal Intubation (ET) pay and other remuneration paid by the Town to the employee as compensation for work performed, as permissible by State law.

SENIORITY: The status attained by length of continuous employment with the Department.

SICK LEAVE: Time off, without loss of pay, granted under the provisions of section 15 of this agreement.

TOWN: Town of East Greenwich/Town Council/Town Manager

TRAINEE: All individuals who have been accepted as an employee by the East Greenwich Fire Department while serving a twelve (12) week training period, either in-house or at the Rhode Island Fire Academy. This training period can be lengthened by the Chief for up to an additional two (2) weeks if, in the opinion of the Chief a particular trainee requires additional training. Trainees shall be paid 100% of a Probationary Fire Fighter pay and receive only health and life insurance while a trainee.

VACANCY: A vacancy exists when no person holds or claims to hold the position. All existing Administrative Positions covered by this Agreement shall be filled within ninety (90) days of being vacated unless mutually agreed upon by Local and the Department. All vacancies in the Platoon System covered by this agreement shall be filled within (180) days of being vacated unless mutually agreed upon by the Local and the Department.

VACATION DAY: One (1) ten (10) hour day shift, or one (1) fourteen (14) hour night shift for those employees assigned to the platoon system; One (1) regular work day for those employees assigned to administrative positions.

VACATION WEEK: Two (2) day shifts and two (2) night shifts or any combination thereof totaling four (4) shifts (but not more than 48 hours total) for those employees assigned to the platoon system; Five (5) regular work days for those employees assigned to administrative positions.

WORK DAY: A ten (10) hour day shift or a fourteen (14) hour night shift for those employees assigned to the platoon system; An eight (8) hour work period for those employees assigned to Fire Marshal position A seven (7) hour work period for those employees assigned to the Chief Clerk position. All of the above shall be in accordance with section 36 or 52 of this agreement.

WORK WEEK: Compensated 42 hours: Averaged over an 8 week cycle.

SECTION 4 MANAGEMENT RIGHTS

4-1 The Town retains all powers and rights provided by law that are inherent in its governing body and any subcommittee thereof by virtue of existing statutory and charter provisions and town rules and regulations, so long as such are not inconsistent with the terms of this agreement and the past practices of the parties.

The Town shall permit union officials to meet with the Chief and/or representative of the Town to develop policies, procedures, and/or changes affecting personnel, working conditions, or general procedures by rule, regulation, or general order when such are in the process of development or institution. This allows for employee input in policies and procedures so that such are developed keeping the best interest of the professional operation of the fire department. However, if the parties are unable to agree, the Town may enact the rule. The local shall have the ability to grieve the Town's enactment under section 46, GRIEVANCE, of this Agreement. Pending resolution of the grievance (through arbitration or court proceedings, if applicable) the Town will refrain from implementing any changes. Nothing herein is intended to constitute a waiver of the Union's right to bargain over any and all changes to the terms and conditions of employment.

SECTION 5 NO STRIKE CLAUSE

5-1 Since employees provide a service to the public whose interruption in many instances may be detrimental to public safety, no employee shall engage in any work stoppage, slowdown, or strike. Any employee engaging in such work stoppage, slowdown or strike shall be subject to immediate dismissal by the Town without any rights to any of the benefits provided by this agreement.

SECTION 6 DUTIES & RESPONSIBILITIES

6-1 Duties of each Firefighter/EMT

- a) It shall be the duty of each employee assigned to the platoon system to perform the functions needed to assist in the prevention, control and extinguishment of fires; provision of life saving rescue services; provide emergency medical services, perform the necessary administrative and service functions presently conducted by the fire department; and the upkeep of all buildings and equipment of the Fire Department.
- b) At no time shall any employee covered under this agreement be required to perform any type of skilled labor, (i.e. carpentry, plumbing, electrical, mechanical, painting, automotive repair and maintenance, etc...) or any other duties beyond the scope of the day to day operation and maintenance of the Fire Department as stated in this agreement. In no way does this mean that employees will not be required to perform daily duties as outlined in the daily duty list, and in no way does this preclude any employee from voluntarily performing such skilled labor if they so desire.
- c) Any formal job description(s) developed by the Town/Fire Department shall be developed with the union pursuant to Section 4. Nothing herein shall be deemed to constitute a waiver of the Union's right to demand bargaining over any changes to the terms and conditions of employment, including the Town's desire to add additional duties or job qualifications to the job descriptions.

6-2 Captain (Shift Commander) The primary responsibility of this officer is to have command of all other officers assigned or working the platoon or shift during all emergency incidents and non-incidents as well as immediate oversight and supervision of all employees assigned to his/her company/truck on all emergency incidents and non-incidents. The Captain is responsible for managerial and administrative work assigned to him as the officer in charge of shift. He shall assume incident command for all incidents until relieved by the Chief or Deputy Chief of the Department. He shall be responsible to ensure that all vacancy scheduling and call backs are filled according to department policy. He shall ensure that all facilities are maintained according to department policies and that all facilities are safe, clean and presentable. He shall be responsible to direct and supervise his/her subordinates to carry out maintenance and housekeeping chores. He shall ensure that all apparatus and emergency equipment in the fire stations are maintained according to department policy and NFPA and that all apparatus and equipment are operable and ready for use at all times. Through the chain of command, he shall be responsible for the enforcement of department policies.

6-3 Lieutenant The primary responsibility of this officer is a company level officer whose duties shall have immediate oversight of all employees assigned to his/her company/truck on all emergency incidents and non-incidents. The Lieutenant is responsible for managerial and administrative work as the officer in charge of his/her company. He shall ensure that all facilities are maintained according to department policies and that all facilities are safe, clean and presentable. He shall be responsible to ensure his subordinates perform maintenance and housekeeping chores. He shall ensure that all apparatus and emergency equipment in the assigned fire station are maintained according to department policy and NFPA, and that all apparatus and equipment are operable and ready for use at all times. Through the chain of command, he shall be responsible for the enforcement of department policies.

6-4 Privates The primary responsibility of the private is to ensure that all facilities are maintained according to department policies and that all facilities are safe, clean and presentable. He shall

be responsible to carry out maintenance and housekeeping chores, ensure that all apparatus and emergency equipment in the assigned fire station are maintained according to department policy and NFPA, and that all apparatus and equipment are operable and ready for use at all times. His/her direct supervisor shall be the officer of the company/truck that he/she is working or assigned to.

6-5 The parties agree that no member of the bargaining unit is a “supervisor” within the meaning of the State Labor Relations Act or the Code of Ethics because, notwithstanding the foregoing, no member has the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend any of the foregoing actions.

SECTION 7 COLLATERAL DUTIES

7-1 Employees who perform collateral duties for the Department shall be considered to be on duty, in the employ of the Department and shall be subject to the same rights, benefits and other aspects of this agreement as well as any statutes relating to employment as he would if he were on duty working his normally assigned shift.

7-2 The rate of pay shall be the employees’ current hourly rate. This compensation shall be paid to the employee on the payday which reflects the pay period in which the duties were actually performed, providing a request for payment is properly submitted.

7-3 Effective July 1 2016, the position of Collateral Duty Supervisor shall be instituted. The supervisors shall possess extra levels of skill, training and education in certain fields which are associated with collateral duties. The Chief shall maintain a list of collateral duties eligible for supervisory positions and select each supervisor annually in the first week of January from qualified individuals can make application. Examples of positions the Chief may maintain include the following: Emergency Management Services Coordinator, Training Officer, Safety Officer, Dive Team Leader and Haz-Mat Officer. (The title “Officer” as used herein does not signify rank in the term “position” does not signify a station of employment). The supervisors shall be responsible for planning, directing and overseeing the collateral to the project’s prescribed by the Chief. The rate of pay shall be the employees’ current hourly rate. This compensation shall be paid to the employee on the payday which reflects the pay period in which the duties were actually performed, providing a request for payment is properly submitted.

7-4 Employees that are certified as a NFPA 1041 Instructor or RI EMS Coordinator, whom, upon request and authorization of the Fire Chief, chose to teach or instruct for the Town during their regularly scheduled days off, shall be paid with collateral pay.

7-5 The Chief may also offer employees collateral pay for performing services to the department that the employee may not normally perform, such as facility upgrades, painting, carpentry work, data collection and entry and the like.

7-6 When an employee is said to be on regular duty working his/her normally scheduled hours, no employee shall be ordered or forced to perform any of the above collateral duty services or related duties thereto.

SECTION 8 LAYOFFS - CONTRACTING OUT - SUCCESSOR AND ASSIGNEE CLAUSE

8-1 In the case of a personnel reduction, the employee(s) with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

8-2 Work presently performed, such as but not limited to firefighting and emergency medical services, by employees in the bargaining unit shall not be performed or given to any other municipality, quasi-municipality, Fire District, Town employer, employee, independent contractor or any other private or public entity. The Town agrees not to contract out any work or any like or similar services which is normally or regularly performed at the present time by members of the bargaining unit.

8-3 The Town and Union agree that the terms and conditions of this Agreement shall be binding upon any and all successors and assigns of the Town whether by sale, transfer, merger, acquisition, consolidation or otherwise and no provisions, terms, or obligations herein contained shall be affected, modified, changed or altered in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment by/of the Town or the Fire Department or by any change, geographically or otherwise. The Town shall require any purchaser, transferee, lessee, assignee, or any others deemed to have assumed the operation covered by this Agreement to expressly accept, in writing, all terms and conditions of such agreement and a copy of such written acceptance shall be provided to the Union at least 30 days prior to the effective date thereof. In the event of any type of consolidation, merger, annexation, assignment, transfer, or otherwise, the only sections that shall be opened, shall be those articles that are mutually agreed upon by the Local and the Town or any successor organization thereof.

8-4 If, at any time during the term of this agreement, the Town seeks to form a working agreement with another other municipality, quasi-municipality, Fire District, Town employer, employee, independent contractor or any other private or public entity for the like and similar services that are currently, normally and regularly performed by the bargaining unit members and/or employees of the East Greenwich Fire Department, then the members covered by this Collective Bargaining Agreement shall be guaranteed their current positions, wages, benefits, working hours and other terms and conditions of employment as set forth in this agreement.

SECTION 9 PROBATION PERIOD

9-1 Every employee appointed to a position in the service of the East Greenwich Fire Department shall be required to complete a probation period of twelve (12) months before obtaining permanent status.

9-2 An employee may be dismissed at any time during the probation period when, in the judgment of the Chief and the Town, the quality of his work is not such as to merit continuation of employment.

SECTION 10 APPOINTMENTS

10-1 Appointments to newly established positions or appointments to vacant positions, with the exception of the position of Chief and Deputy Chief, shall be offered to present employees of the Department, providing they are qualified for the position being filled.

10-2 Should more than one employee be equally qualified, the most senior employee shall be offered the position first. However, if no employee accepts appointment to the position being offered, appointments shall be made from an appropriate eligibility list in accordance with section 11 of this agreement entitled "new employees".

10-3 Effective July 1, 2016, one of the floater positions shall become a permanently staffed position. Beginning July 1, 2017, a second floater position shall become a permanently staffed position. Beginning July 1, 2018 the remaining two floater positions shall become permanently staffed positions (See section 61"Chain of Command" for structure).

10-4 Effective July 1, 2018 the staffing of the Department shall consist of 1 Captain 1 Lieutenant and three firefighters assigned to Station 1 and Two Lieutenants and two firefighters assigned to Station 2 for a total of nine per platoon (See section 61"Chain of Command" for structure) .

10-5 Effective July 1, 2019 the staffing of the Department shall consist of 1 Captain 1 Lieutenant and three firefighters assigned to Station 1 and Two Lieutenants and two firefighters assigned to Station 2 for a total of nine per platoon (See section 61"Chain of Command" for structure) . One of the professional firefighter positions on each of the platoons shall be a "floater" and shall be subject to the provisions of the mutually agreed upon fill-in procedures between the Fire Department and the Local.

SECTION 11 NEW EMPLOYEES

11-1 The Department shall maintain an eligibility list for the existing position of professional firefighter within the Department, consisting of a pool of eligible candidates who have been determined to be qualified for future employment by the Department. The foregoing shall not be construed so that the Department will use the pool of eligible candidates for filling temporary vacancies where permanent employees of the Department are available for the filling of such vacancies.

11-2 All employees hired for the position of professional firefighter shall meet and maintain the following minimum qualifications:

- a. Be a citizen of the United States of America or have applied for citizenship.
- b. Pass a physical examination, by a physician chosen by and paid for by said Department.
- c. Be within the legal age of employment.
- d. Be a licensed R.I. EMT-C or higher.
- e. Successfully complete an evaluation of a criminal and motor vehicle history.
- f. Have a Driver's License.
- g. Hiring shall be at the sole prerogative of the Town, so long as it is not inconsistent with terms of this agreement.

11-3 Subject to Federal and state employment law, the children of the deceased East Greenwich firefighter/EMT killed in the line of duty who are named on the Department's eligibility list, shall be first offered the next vacancy for the position of professional firefighter in the events no present Employees are appointed to the position under Section 10-1.

SECTION 12 PROMOTIONS

12-1 The Department agrees that all promotions to positions of a supervisory nature in the same job classification shall be made in accordance with the provisions of section 12-1 through section 12-12 of this agreement. The promotional process for the Captains and Lieutenants position will consist of a test with four (4) parts. The candidate's final position or rank on the promotional list will be based upon the results of a written examination (100 points), a scenario-based Practical Assessment (100 points), and a seniority/personnel jacket review (100 points) and Chief's point's (30) for a potential total score of 330 points.

PART 1: The Written Test Portion of the Examination will be as follows:

The Written Examination will consist of 100 multiple choice questions =100 points.
Passing score minimum of 65% must be achieved to move on in the promotional testing process.
Sources of materials for questions used for Lieutenant and Captain Examinations:

1. The current edition of the Essentials of Firefighting, IFSTA
2. The current edition of Company Officer; IFSTA
3. The current East Greenwich Fire Department Standard Operating Guidelines
4. The current RI Pre-Hospital Care Protocols and Standing Orders

The total points for this section of the Promotional process is = 100 points

PART 2: The Seniority/Personnel Jacket Portion of the Examination will be as follows:

The following values will be used to evaluate each candidate's Personnel Jacket: 50 Point Max.

1. Department Citations: 1 Point Each Citation = 5 Point Max.
2. One-Time Certification Classes: 1 Point Each = 7 Point Max.
 - a. NFPA 1041 Fire Service Instructor
 - b. NFPA 1021 Fire Officer
 - c. NFPA 1521 Fire Department Safety Officer
 - d. NFPA 1002 Pump Operator
 - e. NFPA 1403 Live Fire Trainer
 - f. ICS 300: Intermediate Incident Command Class (RIEMA/NFA)
 - g. ICS 400: Advanced Incident Command Class (RIEMA/NFA)
3. Recertification Classes (active and current licensure): 2 Points each = 8 Point Max.
 - a. Haz-Mat Technician
 - b. NFPA 1031: Fire Marshal Certification
 - c. ASDFM: Fire Alarm Certification
 - d. EMS Instructor-Coordinator
 - e. EMT Paramedic
 - f. PADI Rescue Diver
4. Fire Science Core Curriculum Course: 3 Points Each = 30 Point Max.

5. Associates Degree in Fire Science: 20 points
6. Bachelor's Degree in Fire Science: 25 points

Seniority Points: 2.5 Points for each completed year of employment, no partial credit

Points Deduction:

1. 2.5 Points will be deducted for any Minor Violation of SOG Rules and Regulations in the Candidates Personnel Jacket within the last 12 Months leading to the test date.
2. 4 Points will be deducted for any Major Violations of SOG Rules and Regulations in the candidates Personnel Jacket with in the last 36 months leading to the test date.

The total points for this section of the Promotional Process is = 100 Points.

PART 3: The Practical Assessment portion of the examination will be as follows:

A three (3) Person Assessment Board will be established. The Local and Department will appoint one Board Member each, with the third being an Officer One Grade Above the position being tested, chosen by lottery, from another Rhode Island fire Department.

The above stated Board will administer an oral component based on a "Major Incident" that may occur in the Town. This scenario will be an occupancy within the Town of East Greenwich. The candidate will work through the scenario with as little prompting as possible.

The candidate will be given the "Address" of the structure being used for the scenario ten (10) days prior to the test. However no other information regarding the "type" of scenarios will be given until the actual test begins.

The following information is to serve as a guide for promotional candidates to help them prepare for the assessment:

1. Initial Impression of the Incident: Up to 30 Point Max.
2. Initial Actions: Up to 30 Point Max.
3. Tactical Considerations: Up to 30 Point Max.
4. Other Considerations: Up to 10 Point Max.

The total points for this section of the Promotional Process is figured by averaging the Three (3) Board Members scores = 100 Point Max.

Part 4: Chiefs Evaluation of Job Performance portion of the examination will be as follows:

The Chief may award up to 30 additional points based upon an employee's work ethic, job performance, and leadership ability

A candidate's final standing will be the result of their total of 300 potential points plus the Chief's evaluation for a possible total of 330 points.

12-2 All promotions shall be made from presently employed personnel, based on the results of competitive examinations and seniority.

12-3 Except, as thereafter provided, promotional eligibility shall remain in effect for a period of three

(3) years from the date of their establishment. All promotions shall be made from the top employee on the promotional list. In the event circumstances require a promotional test be given earlier than the established expiration date of an existing list this will be done only after the Department and the Local agree to do so.

12-4 At least three (3) months prior to any promotional examination, notice of such examination shall be posted on the Department bulletin board of each station. Such notice shall contain, among other information, the source of materials from which the written examination will be taken.

12-5 One copy of all source material shall be provided for each fire station for the use of the employees in that station preparing to take such examination.

12-6 The written portion of any promotional examination shall consist of either "multi-choice", "true-or-false", or "fill-in-the-blank" questions, or any combination thereof. No such examination shall consist of "essay-type" questions. The minimum passing grade shall be sixty-five percent (65%). The written portion shall be corrected in the presence of the member, and a representative of Local 3328, immediately after completion if permitted by the testing agency.

12-7 The names of the three (3) individuals receiving the top score on any promotional examination shall be posted in all stations of the Department, showing the scores received. All employees who took the examination and who placed below the top three (3) scores shall be listed in the order of their total score. All employees who have taken the exam shall be allowed to see their corrected examination and the score of all employees who finished above them in the particular promotional exam.

12-8 No employee shall be eligible to take the examination for a promotion to lieutenant until such employee has served as a full-time professional firefighter for the Department for a period of at least four (4) years. The member must have a minimum of (4) four years as a firefighter by the date of the written test is taken or that member will be ineligible to take the promotional exam.

12-9 No employee shall be eligible to take the examination for a promotion to captain until such employee has served as a full time Lieutenant for a period of at least three (3) years. In the event that there are not enough Lieutenants to take the promotional examination for Captain, then the examination will be opened to all Lieutenants with one (1) year in rank for the Department.

12-10 All promotional examinations shall be provided by a recognized testing organization chosen by the Department after consultation with the Local. The testing organization shall be required, if possible, to provide an answer key for correcting the examination.

12-11 All positions shall be filled from the appropriate promotional list within twenty (20) days after the vacancy occurs.

12-12 Every officer who is appointed shall serve a six (6) month probationary period commencing upon the date of appointment. No employee shall be removed from the officer's position without just cause.

SECTION 13 SENIORITY

13-1 Seniority of full-time employees shall be computed from the date of original appointment unless an employee has been out of the employ of the Department for over one (1) year (leave of absence not included), in which event, seniority shall be computed from the latest date of employment by the Department. In the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). The Department shall maintain a seniority list of all employees and shall furnish a copy of the list to the EGFFA during the first week of November of each year.

13-2 All platoon employees shall be allowed to select station assignments and platoon assignments based on seniority. Employees may exercise their right to select station and platoon assignments in accordance with Section 13-3 of this agreement whenever a vacancy occurs or whenever additional professional firefighter positions become vacated or available.

Seniority for officers shall be computed from the date the officer was appointed to that position, for the purpose of bidding for a vacant position only. In all instances, in the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). A coin toss shall break any further tie.

13-3 When a vacancy occurs on the platoon system, or whenever new positions are added, the Department shall within five (5) days of the vacancy post a notice of the vacancy on the Department bulletin boards at both fire stations. Within ten (10) days of posting of the vacancy, the President of the East Greenwich Firefighters Association shall designate a date and time for the purpose of convening a bid session for the vacancy and any subsequent vacancies which occur during that bid session. The Secretary of the Local shall notify all members of the time and date of the bid session. The union executive board shall convene the bid session and ensure that the vacancy or vacancies are properly filled in accordance with seniority. Within five (5) days of the vacancy bid, Local #3328 shall notify the Chief of the outcome of said bid. Transfers to any new station or platoon assignments shall be made no later than 30 days following completion of the bid session. The Chief shall work with the Association to implement a mutually agreeable timeline for instituting the new bid selection.

In addition to the vacancy bid, an annual bid shall be held during the first week of November each year for a voluntary bidding. These transfers would go into effect after January 1st and be completed by January 15. Within five (5) days of the Annual Bid, Local #3328 shall notify the Chief of the outcome of said bid.

13-4 Selections made during the bid session shall be allowed providing that they do not adversely affect the following minimum assignment qualifications:

- a. Each of the platoons shall have permanently assigned no more than three (3) probationary firefighters. Two (2) at Station One and one (1) at Station Two.

13-5 The Department and the Association agree that the requirements listed in section 13-4 a apply only to the permanent assignment of personnel and that at various times these requirements, on a temporary basis will not always be met by the Department or the Local.

13-6 Members of the platoon system who shall at any time voluntarily elect to change platoons, when such change is permissible under the terms and conditions of this agreement, shall be responsible to work all hours necessary to effectuate the change without any financial cost to the Department.

SECTION 14 VACATIONS

14-1 All full-time employees shall be granted vacation in accordance with the following schedule on their anniversary date:

- a. Upon completion of one (1) year of employment, Twelve (12) Days.
- b. Upon completion of five (5) years of employment, Sixteen (16) Days.
- b. Upon completion of ten (10) years of employment, Twenty (20) Days.
- c. Upon completion of fifteen (15) years of employment, Twenty Four (24) Days.
- d. Upon completion of Twenty (20) years of employment, Twenty Eight (28) Days.

14-2 Employees assigned to the platoon system shall be allowed to select vacation time at an annual vacation pick. However, no more than two members of the platoon system shall be allowed to be on vacation on the same day except on the Christmas Eve day and night shifts and the day and night shifts of December 25 when three members shall be allowed vacation simultaneously.

14-3 In recognition of the fact that unusual or emergency situations may arise which might leave the Department shorthanded during vacation periods, the parties thereto agree that the Chief shall have the right under such circumstances and emergencies to cancel an employee's vacation, but shall reschedule such vacation at some other time agreeable to the employee involved.

14-4 When selecting vacation time, choice of vacations on each platoon shall be made by seniority by date of hire.

14-5 Unused vacation hours may be accrued for a maximum of one (1) year, in addition to the current year's allotment. Unused vacation days in excess of the foregoing accrual shall be forfeited. Upon retirement, disability, death or voluntary resignation from the Department, the Department shall pay the full amount of accrued, unused vacation hours to the employee or in the event of his death, to the estate of the employee. This amount shall be determined by multiplying the number of accrued, unused vacation days times the current hourly rate of pay which the employee would be receiving if he were to continue in the employ of the Department. Accordingly a vacation day is equal to twelve (12) hours.

14-6 Employees who are on vacation status who become sick or are injured may change their status from "on vacation" to "on sick leave". The employee shall report the change in status to the Engine 1 Officer who shall indicate the change in the daily log. If the Engine 1 Officer is not available, the report shall be made to the Rescue 1 officer.

14-7 Unless mutually agreed upon no vacation leave shall be credited or taken in advance.

SECTION 15 SICK LEAVE

15-1 Verification of illness may be requested by the Town after three (3) consecutive working days.

15-2 All full-time employees assigned to the platoon system shall earn sick time at a rate of fourteen (14) hours per month of employment with the Department.

15-3 These hours may be accumulated from year to year. Commencing on July 1, 2016 and each July 1 thereafter, all full-time employees shall be paid for unused, accrued sick leave in accordance with the

following schedule:

15-4 Amount of payment:

- a. LESS THAN 725 HOURS ACCRUED: Any full-time employee who, as of June 30, of each year, has an accrued sick leave account of less than 725 hours shall not be eligible to receive payment in that year for said accrued and unused sick leave.
- b. More than 725 HOURS ACCRUED: Any full-time employee who, has accrued more than 725 hours of sick leave, as of June 30, of each year, shall be paid for eighty-four (84) of those hours. Those 84 hours shall then be deducted from the employees accrued and unused sick leave account. Payment shall be made on the first payday occurring in July of each year and shall be based on the employee's hourly rate of pay as of June 30, of that year.

15-5 Upon separation of service, except for termination of employment for cause, employees shall be entitled to recover up to 816 hours of accrued and unused sick leave benefits, and be paid by the Department a lump sum payment for such hours at a rate of pay equal to 50% of the Employee's hourly rate of pay.

15-6 All full-time employees who are out sick and are eligible to collect T.D.I., sick leave payments, or insurance compensation, may collect all three at the same time.

15-7 Unless mutually agreed upon no sick leave shall be credited or taken in advance.

SECTION 16 MILITARY LEAVE

16-1 Full-time employees who are members of the Rhode Island National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay, in addition to vacation leave, when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period of not more than twenty-one (21) consecutive days during each calendar year. Excepting and providing that when the Chief Executive Officer of the State of Rhode Island or the Chief Executive Officer of the United States of America declares that a state of emergency exists then, in that event, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period or periods, whether or not consecutive, not to exceed twenty-one (21) days during each calendar year. An employee shall be paid his regular salary for the period of time so served less whatever amount such employee may receive as military pay.

SECTION 17 PERSONAL LEAVE

17-1 All full-time employees shall be granted time off with pay, not to exceed two (2) working days per year. This leave shall be reported as "Personal Leave".

17-2 The members of the platoon system shall not be allowed to use their personal leave days in contravention of the vacation provisions of Section 14-2 pertaining to Christmas Eve day and night shifts, Christmas day and night shifts.

SECTION 18 BEREAVEMENT LEAVE

18-1 All full-time employees shall be granted time off with pay in the event of a death in the immediate family. Time off shall begin from the time the employee has been notified and shall continue through the twenty four (24) hour period following the burial of the deceased.

18-2 In the event of the death of an aunt, uncle, cousin of an employee where attendance at the deceased funeral is compelling, or in the event that an employee is chosen to serve as a pall bearer at a funeral, the employee shall be granted two (2) workday's of leave with pay to attend the funeral of the deceased if such funeral takes place on the employees scheduled work day. This leave shall be reported as "Bereavement Leave"

SECTION 19 EMERGENCY LEAVE

19-1 Any employee may be granted while on duty emergency leave with pay, when called home in the event of an emergency. Granting of this leave shall be at the discretion of the Officer in charge. This leave shall be reported as "Emergency Leave".

SECTION 20 QUARANTINE LEAVE

20-1 Employees shall be granted leave with pay during absence due to enforced quarantine when established and declared by the Department of Health or a qualified physician, for the period of such quarantine only. This leave shall be reported as "Quarantine Leave".

SECTION 21 BARGAINING LEAVE

21-1 Employees may choose an Executive Board composed of not more than five (5) members of the bargaining unit to bargain for wages and fringe benefits. The Department shall provide a qualified replacement for any member of this Board not to exceed three (3) members when, during said members normally assigned shift, his presence is required to report to a location remote from his normally assigned workplace for the purpose of negotiating sessions with the Chief and/or the Town as well as for conferences with the Association membership when said conferences are for the purpose of explaining or ratifying this agreement. This leave shall be reported as "bargaining leave".

21-2 Members of the Fire Department covered by this Agreement who are members of the Union's Executive Board, not to exceed three (3) members at any one time, shall be allowed reasonable time off to attend meetings, conferences, and conventions of the Rhode Island State Fire Fighters Association and meetings, conferences and conventions of the International Association of Fire Fighters without loss of pay and without the requirements to make up such time.

21-3 In addition to the foregoing, employees who are members of the Union's Executive Board, not to exceed three (3) members, shall be allowed reasonable time off without loss of pay and without the requirements to make up time for bargaining unit business in connection with conferences with its' attorney or Union representative regarding contract negotiation matters and/or arbitration matters concerning the Collective Bargaining Agreement and similar time off for conferences relative to bargaining unit grievances and grievance arbitration and attendance to such grievance arbitration hearings.

SECTION 22 INJURED ON DUTY LEAVE

22-1 Any employee who sustains an injury and/or contracts an illness in the line of duty and, as a result, is unable to perform his or her full duties, shall be placed on IOD (“Injured on Duty”) Leave. For the purposes of this section, “in the line of duty” shall include all periods during which an employee is on-duty with the Town. During IOD Leave, the employee shall continue to receive his full salary and benefits, tax-free, as provided by R.I.G.L. 45-19-1. The Town shall be responsible for all associated costs and expenses relating to the necessary care due to said injuries or illnesses in the line of duty. Any reimbursement from insurance carriers provided by the Town shall be submitted to the Town.

22-2 Any employee who sustains an injury and/or contracts an illness in the line of duty shall have the right to see the physician or specialist of his/her choice from the staff at a hospital for initial treatment and/or treatment at the selected physician’s office chosen by the employee.

22-3 When an employee has suffered a minor injury in the line of duty, which does not require the care of a physician, and has been treated by a member of the fire department or a rescue squad, a report on the injury and treatment shall be made to the Chief or his/her Designee and become a part of the record of the employee.

22-4 Any subsequent worsening of the injury or of the immediate area of the injury which prevents the employee from performing his/her normal duties and functions as a fire fighter, shall be considered as injured on duty and shall receive all the benefits as provided for in the General Laws of the State of Rhode Island, Section 45-19-1, and all other applicable statutes of the State of Rhode Island. Provided, however, that the cause of the disability under this subsection must be a proximate result of the injury incurred in the line of duty.

22-5 A respiratory illness, or a condition of impairment of health caused by exposure(s) to smoke, fumes, or carcinogenic, poisonous, toxic, or chemical substances, resulting in disability or death, is presumed to have been sustained in the line of duty.

22-6 Any employee of the Town that is unable to perform his or her duties in the Town fire department by reason of a disabling cancer that arises out of employment as a firefighter due to injury or illness from exposure(s) to smoke, fumes, or carcinogenic, poisonous, toxic, or chemical substances while in the performance of his or her duty in the fire department, shall be placed on IOD Leave and entitled to all benefits provided under RIGL chapter 19, title 45 as applicable and all benefits contained within this agreement. It shall be presumed for the purpose of this section that a disabling or fatal condition that is caused by a type of cancer which may, in general, result from exposure to heat, radiation, or a known or suspected carcinogen as determined by the International Agency for Research on Cancer was incurred in performance of duties.

22-7 Any employee who is unable to perform his or her duties by reason of exposure to infectious disease as defined in RIGL§ 23-28.36-2, incurred in the performance of duties, shall be placed on IOD Leave and shall be entitled to all of the benefits provided for in RIGL chapter 19, title 45 as applicable and all benefits contained within this agreement.

22-8 Any employee who is unable to perform his or her duties by reason of a cardiovascular and/or pulmonary condition or impairment shall be placed on IOD Leave and entitled to all benefits provided under RIGL Chapter 19, title 45 for firefighters who are injured or die in the line of duty, and all benefits contained in this agreement. This sub-section does not require IOD benefits if competent medical

evidence proves that the cardiovascular and/or pulmonary condition or impairment resulting in disability or death was caused by a congenital condition or that the use of illegal, non-prescription, recreational drugs was a substantial cause of the disability or death. However, any “competent” medical evidence presented by the town under this sub-section may be contested by the employee or the union and shall be resolved utilizing the same process that is outlined in section 22-11 herein.

22-9 Return-to-Duty Exam. If an employee’s physician determines he is no longer disabled from performing his duties as a firefighter, the employee shall be immediately returned to work. If the Town has an objective basis for disagreeing with the employee’s physician’s opinion, the Town may send the employee to a physician specializing in the particular area of the employee’s injury or illness. In recognition that the employee may be losing out on other job benefits, including overtime, while he is out injured, the Town agrees to schedule the exam within thirty days. In the event the Town’s physician disagrees with the employee’s physician, the matter shall be submitted to a third (neutral) physician as provided below. Any employee who remains away from duty for a period of sixty (60) days due to injury or illness shall be evaluated by the Town’s selected physician to determine an ability to return to duty.

22-10 Independent Medical Exam (IME)

Employees covered by this agreement, who remain away from their regular employment as firefighters due to line of duty injuries or illnesses may, at the expiration of sixty (60) continuous days of absence or upon reaching maximum medical improvement, whichever occurs first, submit to an IME by a physician appointed by the Town. If the Town’s physician determines the employee cannot return to duty the employee shall be granted additional recovery periods in six (6) month increments. If the employee’s physician disagrees with the Town’s physician, and believes that the employee may return to duty, the matter may be submitted to a third physician (Neutral) as provided below.

22-11 Neutral

If the findings by the Town’s physician evaluation conflict with the findings made by the employee’s physician, then the matter shall be submitted to a third physician. The third physician (Neutral) shall be mutually selected by the member’s physician and the Town’s physician. If the two physicians cannot reach agreement on a neutral physician, an application shall be made to the Executive Director of the RI Medical Society who shall then select a physician in the specialized area of the said member's injury or illness. The employee shall remain on IOD Leave pending a final determination by the Neutral physician and, if applicable, a final decision by an arbitrator.

22-12 Employees who are unable to work as a result of an injury or illness incurred in the performance of duties are responsible for filing for an accidental disability pension with the Municipal Employees Retirement System in accordance with State law. Except as provided below, employees will continue to receive IOD benefits until such time as their application for an accidental disability pension is granted.

a. Employees eligible for IOD as a result of the presumptive disability language contained in sections 22-5, 22-6 and 22-8 who remain disabled from their employment shall be required to apply for ordinary and accidental disability benefits concurrently. Employees shall continue their employment with the Town (and continue to receive IOD benefits) until the later of the following events 1) their application for accidental disability benefits is denied, and all appeals are exhausted and 2) their application for ordinary disability benefits is granted or denied, and all appeals are exhausted. Upon the termination of employment, the Town agrees to provide fully paid health insurance to said retiree, spouse and dependents until he or she qualifies for Medicare benefits. At that time, the Town shall be required to pay for Blue Cross Blue Shield Plan 65 or a plan providing equal or better coverage, including Provider networks, Pharmacy Networks and formulary plan for the retiree and other qualified family members.

b. All other employees eligible for IOD who do not qualify for an accidental disability pension shall continue to receive IOD benefits until they reach their eligible retirement age as defined in R.I.G.L. 45-21.2-5(b). At that point, they shall be retired on a regular service pension and shall be entitled to fully paid health insurance for said retiree, spouse and dependents until he or she qualifies for Medicare benefits. Provided that no employee shall be forced to retire on a service retirement if it would cause his retirement allowance to be reduced actuarially because the member is less than the eligible retirement age. When the retiree qualifies for Medicare benefits, the Town shall be required to pay for Blue Cross Blue Shield Plan 65 or a plan providing equal or better coverage, including Provider networks, Pharmacy Networks and formulary plan, for the retiree and other qualified family members.

Nothing in this section shall preclude the Town from providing an employee denied an accidental disability pension by MERS with a retirement and pension allowance equal to what the employee would have received if MERS had granted the accidental disability pension, either through Town funds, a private insurer, or from some other source, as authorized by RIGL 45-19-19. However, nothing herein shall be construed as a waiver of the Union's right to bargain over any and all changes to employees' terms and conditions of employment, including changes to IOD and pension benefits. Further, in the event the Town provides a tax-free accidental disability pension to employees, it shall also be required to provide fully paid health insurance to said retiree, spouse and dependents until he or she qualifies for Medicare benefits. At that time, the Town shall be required to pay for Blue Cross Blue Shield Plan 65 or a plan providing equal or better coverage, including Provider networks, Pharmacy Networks and formulary plan, for the retiree and other qualified family members.

SECTION 23 JURY SERVICE LEAVE

23-1 Employees who are required by due process of law to render jury service or other court service during their normally scheduled days on duty shall receive their normal pay while performing such service less whatever amount such employee may receive as compensation for his services to the court. Time so served for the court shall be deemed active service with the Department. Such leave shall be reported as "Jury Leave".

SECTION 24 WITNESS LEAVE

24-1 Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his duties and/or position with the Department. If required to appear during off duty hours, the employee shall be compensated under the call-back and/or overtime provisions of this agreement. To establish eligibility for this compensation, the employee must provide documentation to the Chief.

24-2 All compensation received from the State for this service shall be submitted to the Department. Mileage allowances for such services may be retained by the employee.

SECTION 25 LEAVES OF ABSENCE WITHOUT PAY

25-1 Full-time employees shall be entitled to leaves of absence without pay as follows:

- a. **MILITARY LEAVE:** The reemployment of military service veterans shall be in accordance with applicable Federal and State statutes in effect at the time of reemployment.
- b. **DISABILITY LEAVE:** Upon exhaustion of any paid sick and/or injury leave benefits, any employee shall be entitled to a leave of absence for the period of his disability, not to exceed one (1) year, subject to extension. This leave shall be subject to approval of the Town.
- c. **OTHER LEAVES:** Employees may be granted a leave of absence, not to exceed one (1) year for the purpose of furthering his education in a field relating to his fire department activities, or to accept temporary employment or assignment with an agency where such employment or assignment can be demonstrated to be beneficial to the Department, subject to approval of the Town.

25-2 Upon return from a leave of absence without pay, the employee shall be returned to duty under the terms and conditions as agreed upon in writing by the employee and the Town at the time of granting of the leave.

25-3 All leaves of absence under this article shall be without pay. However, all insurance and medical benefits provided by the Department may be maintained for a period of time which shall be determined by the Town at the time such leave of absence is granted.

SECTION 26 **WAGES**

26-1 Employees assigned to the platoon system shall receive the hourly rate of pay as indicated below:

	<u>Effective</u> 7/1/2019	<u>Effective</u> 7/1/2020	<u>Effective</u> 7/1/2021
	0%	2%	2%
a. First Year of employment	\$21.86	\$22.30	\$22.74
b. Second year of employment	\$25.42	\$25.93	\$26.45
c. After two years of employment	\$27.36	\$27.91	\$28.47
d. Lieutenant rank	\$30.16	\$30.76	\$31.38
e. Captain rank	\$33.18	\$33.84	\$34.52

SECTION 27 **HOLIDAYS**

27-1 All professional firefighter's shall be entitled to twelve (12) full paid holidays per year. Holiday pay, shall be computed by multiplying the employee's hourly rate times 12 hours for all holiday. Effective July 1, 2020, Holiday pay shall be computed by multiplying the employee's hourly rate times fourteen (14) hours for all holidays. Holiday pay shall be paid to all employees assigned to the platoon system, regardless of their duty status on the day the holiday is celebrated.

27-2 Holiday pay shall be paid on the first payday reflecting the pay period during which the holiday(s) was celebrated by the Department.

27-3 In addition to Holiday Pay, employees who are required to work on a holiday as outlined in the following section shall be compensated at the rate of time and one-half for the hours actually worked.

27-4 The twelve full holidays recognized by the Department and the dates they are celebrated by the Department are as follows:

- a. Full Holidays:
 - 1. New Years Day..... January 1
 - 2. Martin Luther King Day..... 3rd Monday in January
 - 3. President's Day..... 3rd Monday in February
 - 4. Firefighters Memorial Sunday, 1st Sunday in October
 - 5. Memorial Day.....Last Monday in May
 - 6. Independence Day.....July 4
 - 7. Victory Day.....2nd Monday in August
 - 8. Labor Day.....1st Monday in September
 - 9. Columbus Day.....2nd Monday in October
 - 10. Veteran's Day.....November 11
 - 11. Thanksgiving Day.....4th Thursday in November
 - 12. Christmas Day.....December 25

SECTION 28 LONGEVITY PAY

28-1 All full-time employees shall be entitled to longevity pay based on length of time of employment with the Department. Longevity pay shall be paid in a lump sum on the first payroll date following the anniversary date of each employee, in accordance with the following schedule:

SERVICE	RATE
Upon completion of 3 years	3.5%
Upon completion of 5 years	6.5%
Upon completion of 10 years	8.0%
Upon completion of 15 years	9.0%
Upon completion of 20 years	9.5%
Upon completion of 25 years	10.0%

28-2 All full time employees hired after July 1, 2013 shall have the following longevity schedule which shall be at a fixed amount:

SERVICE	RATE
Upon completion of 5 years	\$2,000
Upon completion of 9 years	\$2,500
Upon completion of 12 years	\$3,000
13 to 20 years	\$4,000
21 years	\$5,000

SECTION 29 PENSION PLAN

29-1 All eligible employees shall be enrolled in the Rhode Island Employees Retirement System, Section 45-21.2-6 of the General Laws in Chapter 45-21.2 entitled “Optional Retirement for Members of Police Force and Fire Fighters” to include the Optional Annual Cost of Living increase, Plan C, and shall contribute, through payroll deduction, ten percent (10%) of their base pay. The Department shall contribute an amount, which shall be determined by the State Retirement System.

SECTION 30 MEDICAL AND DENTAL

30-1 The Department shall provide all employees with a primary medical plan annually. Effective July 1, 2014 the Town of East Greenwich and the Local agree to participate in a Health Savings Account (HSA) Blue Cross Health Mate Coast to Coast PPO HDH Plan, as provided below and delineated in Exhibit A attached hereto, or a plan providing equal or better coverage, including Provider networks, Pharmacy Networks and formulary plan with the following terms.

Family HSA: This HSA Blue Cross Healthmate Coast to Coast PPO HDH Plan shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member’s private HSA. The Town further agrees to front load the employee’s portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Exhibit A

Individual HSA: This HSA Blue Cross Health Mate Coast to Coast PPO HDH Plan shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member’s private HSA. The Town further agrees to front load the employee’s portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Exhibit A

Effective July 1, 2020

Family HSA: This HSA Blue Cross Healthmate Coast to Coast PPO HDH Plan shall include a \$4,000 annual deductible, of which the Town contributes 45% of deductible (\$1,800) on behalf of the member to a member’s private HSA. The Town further agrees to front load the employee’s portion of the deductible (\$2,200) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,200 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Exhibit A

Individual HSA: This HSA Blue Cross Health Mate Coast to Coast PPO HDH Plan shall include a \$2,000 annual deductible, of which the Town contributes 45% of deductible (\$900.00) on behalf of the member to a member’s private HSA. The Town further agrees to front load the employee’s portion of the deductible (\$1,100) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,100 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Exhibit A

Effective July 1, 2021

Family HSA: This HSA Blue Cross Healthmate Coast to Coast PPO HDH Plan shall include a \$4,000 annual deductible, of which the Town contributes 40% of deductible (\$1,600) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$2,400) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$2,400 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Exhibit A

Individual HSA: This HSA Blue Cross Health Mate Coast to Coast PPO HDH Plan shall include a \$2,000 annual deductible, of which the Town contributes 40% of deductible (\$800.00) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$1,200) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,200 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the PLAN COVERS 100% of medical expenses as delineated in Exhibit A

- 30-2 The Department shall provide all employees with the Delta Dental plan as follows:
- a. Employees with Dependent children: Level 4 (Employees with dependent children enrolled as a full time student shall have the opportunity to purchase a student rider at the Town's cost.)
 - b. Employees with no dependent children: Level 3

30-3 Effective July 1, 1996, any new employee, who is not full time, shall not receive any of the above medical or dental provisions provided for in this section.

30-4 The Department shall replace dentures and/or eyeglasses or contact lenses of employees, which may be lost, damaged or destroyed while on duty.

30-5 Life Insurance:

The Town shall provide no less than \$150,000 of Life Insurance for active members only. Any policy provided shall include double indemnity coverage.

30-6 Health Care Buyout: Effective July 1, 2016, an employee may choose to waive the medical and/or dental coverage provided in this agreement. The election must be made no later than July 1st of each year. In the event an electing employee's coverage (outside of the Department) should cease for any reason, said employee shall be allowed to re-enter the Department's plans within thirty (30) days of the Department's receipt of written notice from the employee. As a condition of re-entry, the employee shall pay the Department, in one (1) payment, in advance, the sum equal to the pro-rata balance of the lump-sum payment referred to below:

- a. Total Payment to Employment Waiving Coverage:
One Thousand (\$1,000) annually payable to the employee on each payday reflecting each pay period during which the employee was eligible.

30-7 Medical coverage for current members of the Fire Department who may retire prior to age 65 will be provided either of the two HDH Plans as required.

Upon reaching age 65 or the age which qualifies for Medicare benefits, the Town agrees to pay for Blue Cross Blue Shield Plan 65 or a plan providing equal or better coverage, including Provider networks, Pharmacy Networks and formulary plan for the retiree and other qualified family members. The Town's payment will be capped at \$220 per month for each qualified person. Any remaining premium payment above \$220 per month for each qualified person shall be paid by the retiree.

SECTION 31 EYE EXAMS AND GLASSES

31-1 The Department shall provide each full-time employee with a maximum of one (1) free eye examination per year if such examination is not available through the medical coverage provide by the Department. The Department shall also provide a maximum of one (1) payment per year of two hundred fifty dollars (\$250.00) toward the purchase of eyeglasses or contact lenses, if so prescribed by an ophthalmologist or optometrist of the employee's choice.

SECTION 32 RETIRED EMPLOYEES BENEFITS

Any employee hired after 7/1/2019 must be employed by the town for Twenty (20) years to receive the benefits contained in this section.

Those employees hired after 7/1/2019 who do not reach twenty (20) years of employment with the Town shall not be entitled to any retiree healthcare benefits from the Town.

32-1 The Department shall provide retired employees at age sixty five (65), a retiree 65 plan which is applicable to the health plan offered to full-time employees provided such employee has a minimum of ten (10) years of service credits.

32-2 In addition, employees hired before 7/1/2019 who retire with twenty (20) or more years of service credits at any age, up to age 65, shall receive the same medical and dental coverage which was offered to active employees at the time of their retirement, subject to the provisions of section 30 of this agreement titled "medical and dental". In no event shall employees/retirees referred to in this subsection (32-2) be responsible for paying towards the cost of their healthcare before they are eligible for Medicare. In no event shall medical and dental coverage for the spouse of a retired employee continue once said surviving spouse attains the age of sixty-five (65).

32-3 The Department shall pay 3.3% for each year of service credits toward the cost of the current medical and dental insurance program for any retired employee with a minimum of ten (10) years of service credits. For any employee hired after 7/1/2019, the Town shall pay 3.3 % for each completed year of town employment toward the cost of the current medical and dental insurance program for any retired employee with a minimum of twenty (20) years of employment with the town.

32-4 In the event of the death of a retired employee, the Department shall provide the surviving spouse with the medical and dental insurance in effect for active or retired employees, whichever is applicable, if requested by said surviving spouse and shall offer annually the same choices of medical and dental insurance as provided for active or retired employees, subject to the provisions of section 30 of this agreement entitled "medical and dental". In no event shall the medical and dental coverage for the surviving spouse of a deceased retired employee continue once said surviving spouse attains the age of

sixty five (65).

32-5 Employees who are placed on job related disability retirement by the Rhode Island Municipal Retirement System shall receive the same medical and dental coverage, which is offered to active employees subject to the provisions of section 30 of this agreement entitled "Medical and Dental". In no event shall medical and dental coverage for the spouse of a disability retired employee continue once said surviving spouse attains the age of sixty-five (65).

Employees covered under this section who are on disability pension will be required to use their medical and dental coverage for those injuries sustained in the line of duty.

32-6 Effective June 1, 1999 any retiree who retires from the department, thereafter shall not be entitled to the benefits afforded under Section 32 if the retiree is afforded comparable coverage through other employment, or through a spouse's employment. Employees retiring after June 1, 1999, each year shall be required to sign an affidavit as to any other medical coverage they or their spouse may have. Such affidavit shall be in the form approved by the Department and shall be submitted to the Treasurer of the Department not later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Treasurer after receiving thirty (30) days written notice from the Department by Certified Mail, Return Receipt Requested, and the Department shall be relieved of its obligation to provide continued health care coverage hereunder.

In the event a retiree shall cease to be afforded comparable coverage through other employment, or through a spouse's employment and is otherwise still eligible for benefits hereunder, said retiree shall be allowed to re-enter the Department Plan.

SECTION 33 CLOTHING, UNIFORM AND ANCILLARY EQUIPMENT ALLOWANCE

33-1 CLASS-A: The Department shall initially provide to all newly appointed employees assigned to the platoon system and Fire Marshal position, one Class A uniform, consisting of dress trousers, dress jacket, dress shirt, hat and all appropriate badges, patches, buttons, collar and hat insignias. The Department agrees to provide the initial required tailoring of the Class A uniform. Thereafter, each employee shall maintain a Class A uniform in serviceable condition and shall present such uniform to the Department for inspection purpose when requested on an annual basis. Should the firefighter fail to complete his/her probationary period for any reason, he/she shall pay back a pro-rated share of the allowance and return all clothing and equipment.

33-2 CLASS-B CLOTHING & ANCILLARY EQUIPMENT ALLOWANCE: The clothing and equipment allowance shall be \$1000.00 for members of the platoon system and the Fire Marshal. The Department shall initially provide to all newly appointed employees assigned to the platoon system, Fire Marshal position, one Class B uniform, consisting of three (3) sets of work uniform shirts and trousers, one (1) rescue coat, two (2) badges, and all appropriate patches and collar insignias. Beginning one year after said appointment, each employee shall maintain four Class B uniforms (as set forth in the Department SOG) in serviceable condition and shall present such uniforms to the Department for inspection when requested on an annual basis. The initial issue and all replacement articles of the class B uniform for the employees engaged in fire suppression activities shall conform to the class contained in the appropriate edition of NFPA 1500. Firefighters may utilize this allowance for new work uniforms or other ancillary equipment such as duty belts, socks, shoes, personal flashlights, helmet shields, etc.

A firefighter may acquire items directly from a vendor that has an established relationship with the Town. In such case, the vendor will submit a bill directly to the Chief and, after approval, will be paid by the

Town.

A firefighter may purchase any item with his own funds, submit the sales receipt to the Chief and, after approval, be reimbursed by the Town within 45 days from the date of submittal, up to the annual allowance, without it being treated as wages.

In the special case of items purchased in bulk by the Local, such as sweatshirts and tee shirts with the names of the Town of East Greenwich Fire Department and IAFF Local Union 3328 emblazoned on them, including any other associated clothing as described, when firefighters purchase these items directly from the Local, the Local will submit a purchase slip to the Chief and then receive reimbursement directly to the Local from the Town, within 45 days.

33-3 In the event that an employee is promoted or permanently assigned to a position other than his/her initial or presently assigned position, the Department agrees to provide any additional uniform items, which may be required for the new position.

33-4 The Department agrees to repair or replace and furnish the above mentioned clothing and accessories as soon as practicable when such clothing or equipment is destroyed or mutilated in the line of duty and is not repairable or useable.

33-5 CLOTHING MAINTENANCE: All employees assigned to the platoon system and Fire Marshal position, who have not been absent from duty for more than six (6) months, in a Fiscal year (July 1 –June 30), shall be issued an annual clothing maintenance of \$1,000 per year. If a member has been absent from duty more than six (6) months in a Fiscal year (July 1 –June 30), the \$1,000 clothing maintenance will be prorated. This payment shall be paid on the first pay period in December.

SECTION 34 TURNOUT GEAR

34-1 The Department shall provide and continually maintain turnout gear as required in the Rhode Island State Fire Safety Code for all employees assigned to the platoon system and Fire Marshal position. The turnout gear shall include helmet, protective hood, turnout coat, turnout pants, protective gloves and structural firefighting boots. The firefighting boots shall be selected by the employee from a list of approved brands selected by the Fire Department. The decision of when to replace any turnout gear shall be the responsibility of the Fire Department, as recommended.

34-2 All turnout gear shall remain the property of the Department and any employee who leaves the employ of the Department for any reason shall return said turnout gear to the Department when so requested.

34-3 All clothing, equipment and protective gear provided shall meet the minimum safety requirements of the applicable sections of the Rhode Island State Fire Safety Code.

SECTION 35 REIMBURSEMENT FOR EDUCATIONAL EXPENSES

35-1 All full-time employees covered by this Agreement who provide evidence of having completed job related college courses, or courses needed to complete a job related degree, for which they received passing grades, or job related seminars, and submitted proof of fees paid shall be reimbursed in full for tuition and books, but not exceeding a total of fifteen hundred (\$1,500.00) dollars for any individual for each fiscal year. Reimbursement shall be made within forty-five (45) days of submittal. If at the end of

the fiscal year, funds are left over, those funds will be equally divided by the Town among those employees whose costs exceed fifteen hundred (\$1,500.00) dollars, provided however, that the total expenditure does not exceed \$20,000 in each contract year and evidence of the excess costs is submitted.

Travel and living expenses related to taking a course or seminar may be paid at the discretion of the Chief, but living expenses shall only be paid if the course or seminar is located a distance greater than 120 miles (round trip by road measurement) from station one (1).

35-2 The Department shall provide all employees with all education and periodic re-certification which are required as a condition of employment. While attending schools or re-certification programs which are required as a condition of employment, the Department shall provide substitutes for employees assigned to the platoon system. The substitutes shall be provided in accordance with the established fill-in procedures.

SECTION 36 HOURS

36-1 The regular work schedule for employees assigned to the platoon system shall be: ten (10) hours on duty followed by fourteen (14) hours off duty, followed by ten (10) hours on duty, followed by twenty-four (24) hours off duty, followed by fourteen (14) hours on duty, followed by ten (10) hours off duty, followed by fourteen (14) hours on duty, followed by ninety-six hours off duty. The ten hour day shift shall begin at 0700 hours and end at 1700 hours. The fourteen hour night shift shall begin at 1700 hours and end at 0700 hours.

36-2 All full-time employees required or ordered to work continuously beyond their normally assigned hours shall be compensated in accordance with section 39 of this agreement entitled "overtime".

SECTION 37 VACANCIES

37-1 Employees on the platoon system shall be offered the opportunity to fill temporary vacancies on the platoon system which may occur in any position for any reason. These vacancies shall be filled in accordance with the established written overtime procedures as agreed upon between the Local and the Department and affirmed by signature.

37-2 Employees who are selected to fill a vacancy shall be compensated at their regular rate of pay for the hours worked or at their overtime or call back rate of pay, whichever is applicable under the guidelines of the Fair Labor Standards Act.

SECTION 38 OFFICERS APPLYING FOR CHIEF/DEPUTY CHIEF POSITIONS

38-1 In the event there occurs a vacancy in the position of Chief or Deputy Chief of the Department, all professional firefighters of the rank of Lieutenant or above who possess a minimum of fifteen (15) continuous years of firefighting service for the East Greenwich Fire Department, who are interested in filling the vacancy and apply for such, shall be granted an interview. If said professional firefighter is not advanced in the hiring process he/she shall be provided a written explanation which may, in the firefighters election, remain confidential.

SECTION 39 OVERTIME PAY

39-1 All employees assigned to the platoon system who work beyond their normally assigned work schedule shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours

or any part thereof worked, except for collateral pay. Overtime pay shall be compensated for to the next one-half (1/2) hour.

39-2 **COMPENSATORY TIME** Any full-time employee may elect to receive compensatory time off in lieu of monetary compensation for overtime or call back hours. If so chosen by the employee, compensatory time shall be earned at the same rate as hours earned under the overtime and call back sections above and shall be granted to the employee. Members will be allowed to accumulate no more than eighty four (84) hours of comp time. A member must use all of their remaining comp time prior to resignation or retirement. No member will receive a buyout for comp time.

SECTION 40 CALL BACK PAY

40-1 Any employee assigned to the platoon system who is called back to duty after he has left his assigned place of employment shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. A minimum of four (4) hours of call back pay shall be paid when an employee is called back to duty. Call back pay shall be compensated for to the next one-half (1/2) hour.

SECTION 41 PRIVATE DETAILS

41-1 a. Whenever a member of the bargaining unit is assigned to a private detail of a non-civic nature where the duties of a Firefighter/EMT may be required by law or at the discretion of the Fire Chief, and the detail is being paid for by the individual, corporation or organization, then the Members so detailed shall be compensated for a minimum of four (4) hours at the rate of pay at which the current East Greenwich Police detail pay is, but not less than forty-five (\$45.00) per hour, whichever is greater. In addition, any such non-civic detail occurring on Christmas Eve, New Year's Eve or on the 12 paid holidays outlined in section 23-7 of this agreement, the private detail rate shall be \$90.00 per hour with a four (4) hour guarantee or at the rate of pay at which the current East Greenwich Police detail pay is, but not less than ninety (\$90.00) per hour, whichever is greater. The Detail rate for any civic detail paid by the Town of East Greenwich shall be \$35.00/hour with a four (4) hour minimum.

b. Whenever an employee of the Department who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated by said Department for all medical and hospital expenses, etc. and the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of R.I. 1956, as amended.

c. 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 their duties on a private or special detail, the Department agrees to provide the employee with all necessary legal assistance and further agrees to pay any judgment rendered against said employee in any such proceedings.

d. If any apparatus or equipment is needed on a detail, it will require the hiring of a minimum of two (2) employees to operate each piece of apparatus or equipment.

e. The employee shall be required to report to work thirty (30) minutes prior to the start of the detail to obtain equipment. The employee shall be compensated for this time. Additionally the department shall compensate the employee for thirty (30) minutes after the conclusion of the detail to return any equipment back to the fire house.

SECTION 42 SUBSTITUTIONS

42-1 The right to substitute, at any time, shall be permitted provided however, that permission to substitute for a period in excess of fourteen (14) hours must be obtained from the Chief. Any employee, while substituting for another employee, shall be considered to be on duty, in the employ of the Department and shall be subject to the same rights, benefits and other aspects of this agreement as well as any statutes relating to employment as he would if he were on duty working his normally assigned shift. Effective January 1, 2011, substitutions must be made on an officer for officer or firefighter for firefighter basis.

SECTION 43 HEALTH AND SAFETY

43-1 FIT-FOR-DUTY MEDICAL EXAMS WHEN AN EMPLOYEE MAY CONSTITUTE A HAZARD: When the Chief suspects that the physical or mental condition of an employee constitutes a hazard to himself or to persons or property, he may direct the employee to submit to a medical examination. At the time the employee is directed to submit to said examination, the Chief shall furnish, in writing, to the employee, a detailed explanation for the evaluation, citing specific examples and causes of concern. This examination shall be performed by the employee's primary care physician and shall consist of a medical evaluation to determine whether the employee is able to continue to perform his/her duties as a firefighter/EMT and if not, when and under what conditions the employee may meet such requirements.

If the Employee's physician determines that the employee is fit-for-duty, the employee shall be returned to work immediately. However, if the Town has an objective basis for disagreeing with the employee's physician's opinion, the Town may send the employee to a physician specializing in the particular area of the employee's injury or illness. In recognition that the employee may be losing out on other job benefits, including overtime, while he is out injured, the Town agrees to schedule the exam within thirty days. In the event the Town's physician disagrees with the employee's physician, the matter shall be submitted to a third (neutral) physician as provided in Section 22-11.

If, at any point, in compliance with the section, the Chief believes that an employee constitutes a hazard to himself or to persons or property, he may place the employee on paid administrative leave, pending a final determination by the neutral physician and arbitrator, if applicable. If the (alleged) physical or mental condition was incurred in the performance of the employee's duties, he shall be placed on IOD.

43-2 The employee shall be compensated in accordance with section 39 of this agreement entitled "overtime pay" or section 40 of this agreement entitled "call back pay" for all time required for such examination when it is for the sole purpose of determining his physical condition relative to employment with the Department.

43-3 HEALTH & SAFETY COMMITTEE

1. The Town recognizes the need for a Health & Safety Committee (HSC) and further agrees to implement a HSC within sixty (60) days from the date of execution of this agreement. The HSC will consist of one Chief Officer and the Department Health & Safety Officer, and no less than four additional bargaining unit members appointed by the local. The committee members shall select the Chairperson of the committee each January. The members of the committee shall also appoint a committee secretary each January, and he/she shall be responsible for taking minutes and filing reports. Recommendations

from this committee shall be considered by the Town in a timely manner. The Town will not arbitrarily refuse to implement a committee recommendation. If there is a dispute regarding the Town's refusal, the matter may, upon request by either party, be submitted to arbitration. It shall be the desire and mission of the Town and the Local to work together and create a safe environment for both the firefighters and the community by following the intended recommendations and procedures of the National Fire Protection Association ("NFPA"). The HSC Chairperson or Designee will be granted time off with pay when meeting and for any inspection or investigation of safety or health problems in the Fire Department, up to three hours or additional hours as authorized by the Chief of the Department. The meetings (with pay) shall be limited to five times per year. If a member is off-duty during scheduled meetings or investigations, than the member shall be compensated with collateral pay.

2. The Town shall not restrict the HSC members from any Fire Department facility when investigating health and safety conditions.

43-4 TRAINING & SERVICE WORK:

All trainings shall be conducted in accordance with NFPA standards and there shall be a designated lead instructor and Safety Officer assigned for each training. No outdoor training or service work, such as but not limited to hose testing, shall be permitted when the outside temperature and wind chill index or heat index is predicted to be 40 degrees Fahrenheit or below, with the exception of Ice Rescue training. No trainings or service work, such as but not limited to hose testing, shall be permitted when the temperature or heat index is predicted to be 85 degrees Fahrenheit or above.

43-5 TESTING AND MAINTENANCE OF AERIAL DEVICES, GROUND LADDERS, SCBA'S AND OTHER LIFE SAFETY EQUIPMENT:

1. All fire equipment shall be purchased, maintained, tested and used as recommended by the applicable NFPA standards and manufacturer recommendations.

2. All aerial devices and ground ladders shall, on a yearly basis, be inspected and tested for structural integrity and safety through non-destructive test methods such as Ultrasonic and Magnaflux.

3. All components of SCBA & SCUBA equipment shall undergo Hydro testing and flow testing as recommended by NFPA.

4. All firefighting hose shall, on a yearly basis, be inspected and tested as recommended by NFPA.

5. All testing shall be performed by an independent testing company other than the original manufacturers. A copy of such test results shall be supplied to the Local upon completion. Any piece of equipment that cannot be certified as safe or is questionable shall be taken out of service until repaired or replaced.

6. All repairs or modifications to specialized life safety equipment and any specialized components (i.e. fire pump, aerial, hydraulics, etc.) of the fire and rescue apparatus shall be performed by a certified technician or a certified Emergency Vehicle Repair Technician, whichever is applicable.

7. A work order outlining the work performed on any and all department apparatus or equipment shall be submitted to the fire chief and the Local upon completion of the work or inspection

and such shall be maintained by the fire department.

43-6 PROTECTION OF EMPLOYEES

1. The Town shall maintain a vehicle exhaust system, such as a PLYMOVENT system, at all fire stations.
2. The Town shall maintain a Class A, supervised fire alarm detection system and Carbon Monoxide detection in all fire stations and department administrative offices.
3. The Town shall contract with an outside company to perform annual surface cleaning and disinfection of each fire house. This shall include complete and thorough washing and disinfection on all interior surfaces of the buildings such as but not limited to all ceilings, fixtures, furniture, cabinets, walls, floors, etc... throughout the living areas, apparatus areas and storage areas.

43-7 PLACING NEW EQUIPMENT INTO SERVICE

Prior to any piece of equipment or apparatus being placed into service for use, all department members shall receive training on its safe and proper use. Documentation of this training shall be placed into the members' training files.

43-8 IMMUNIZATION SHOTS

The Town agrees to pay all expenses for inoculation or immunization shots for the employee and for the members of the employee's family residing in his/her household when such shots become necessary as determined by a physician as a result of said employees' exposure to contagious disease in the line of duty. The Town shall provide to any employee, upon request, vaccinations against all types of Hepatitis, Flu, and any diseases occupationally acquired, with the Town paying the full cost.

SECTION 44 TEMPORARY SERVICE OUT OF RANK

1. At times, due to vacancies and leaves, and in a mutual effort to fulfill the obligation set forth under sections 61 and 63 the Local and the Town agree to allow firefighters that have successfully passed and placed on the Lieutenants promotional eligibility list, to act in place of a Lieutenant. During that time, the firefighter will be considered as "acting out of rank" and will be compensated at the rate of a Lieutenant. The mechanics of this shall be mutually worked out with the Chief and the Local through the fill-in procedures.
2. It is further agreed upon, that at any time, when a Lieutenant acts out of rank to fill a Captain position he/she will be considered as "acting out of rank" and will be compensated at the rate of pay for the position that he/she is said to be acting for. A vacancy that is less than four hours shall not create an "out-of-rank" differential.
3. When the need arises for a Captain to work out-of-rank as a Chief Officer, the parties agree that the mechanics of any such temporary assignment and compensation shall be mutually worked out with the Chief/Town Manager and the Local.

4. It is further understood, that with the mutual agreement of both parties, the Town may create one or more temporary daytime positions to facilitate trainings and instruction to new hires through a Training Academy or to instruct department trainings such as EMS refresher class. When the need arises for such a position(s), it is agreed upon that the Town will maintain the minimum staffing levels as set forth herein and the employee that has agreed to the voluntary assignment will be considered as “acting out of rank” and shall be compensated at the rate of pay that is one grade higher than that of what he/she is currently being compensated. The parties agree that there shall be no additional increase of pay to an employee’s rate of pay for this instance if an employee holds the rank of Captain or above. Upon the completion of the training academy or assignment, the employee will revert back to his/her normal rate of pay.
5. Any person acting out of rank shall only be compensated as out of rank for the specific shift that they are said to be acting for. If an employee works any shift other than that specific shift, they will be compensated at his/her regular rate of pay.

SECTION 45 DISCIPLINE

45-1 **Progressive Discipline** - Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose of progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists. Progressive discipline shall be utilized for each new infraction. (A verbal warning on one issue does not constitute a written warning for a different and distinct issue)

The progressive discipline process will consist of:

- A. **Counseling** - An opportunity for the employee and the supervisor to informally discuss work-related problems and concerns. The counseling session is designed to help the employee:
 - Recognize the mistake or deficiency.
 - Accept the standard that is required.
 - Clarify expectations and standards.
 - Understand the consequences of failing to meet the standard.
- B. **Oral Reprimand** - Used to get the attention of the employee while the situation is still correctable. The primary purpose of this step is to alleviate any misunderstandings and to clarify the direction for necessary and successful correction of the problem. An oral reprimand must:
 - Clearly indicate the nature of the problem, cite the work standard, rule or policy governing the situation, and explain precisely what corrective action is expected.
 - Point out that future behavior of a similar type may result in more serious disciplinary action.
 - Must be confirmed in writing, clearly defined as an “oral reprimand” with a copy placed in the employee’s file at the work site.
 - Advise the employee that a copy of the reprimand will be placed in his/her personnel file and forward a copy to the Department of Human Resources.
- C. **Written Reprimand** - Utilized when prior counseling sessions and/or the oral reprimand have not resulted in satisfactory changes of behavior. A written reprimand may or may not be preceded by an oral reprimand, depending on the type of violation. A written reprimand may:

- Include a review of prior disciplinary action taken.
- Notify the employee of the specific work rule or standard being violated.
- Place the employee on written notice that corrective action must be taken.
 - Base the written reprimand on facts and information of record
 - Keep a copy in the employee's personnel file at the work site.
 - A copy of the reprimand will be placed in the employees personnel file

45-2 **SUSPENSION**

May be used when the employee has not responded to counseling, oral or written reprimands or commits a more serious infraction that warrant suspension for a first offense.

The Chief may, for just cause ascertained after careful and factual consideration of the employee's alleged violation or infractions(s), suspend an employee without pay for any length of time up to thirty (30) calendar days in a single year, provided however that a hearing shall be afforded to the employee prior to imposition of any suspension or discipline. Any evidence of the employee's alleged violation of policy and/or otherwise shall be presented to the employee and to the union at least twenty-four hours prior to the hearing. Before an employee is suspended, he shall be given a clear and concise written explanation of the reason(s) for the suspension listing any and all policies or procedures that have been allegedly violated. No employee shall be suspended until such time as the employee has been given a pre-disciplinary hearing with the Chief/Town and the union representative of his choice,. Further, in the event the Union grieves the Chief/Town's imposition of discipline, the employee's suspension shall be placed in abeyance until the final outcome of any arbitration, if applicable. In other words, the Town shall not suspend an employee without pay if the Union has filed a grievance contesting the suspension unless and until an arbitrator upholds the suspension. This does not preclude the Chief, in his sole discretion, from placing an employee on paid administrative duty pending the outcome of the suspension hearing or arbitration. No disciplinary suspension, disciplinary administrative leave or combination of suspensions or administrative leave shall exceed thirty (30) calendar days in one (1) calendar year.

45-3 **DISCHARGE**

Because of the severity in the loss of one's job and the probability that taking such an action will result in a grievance, appeal, or possibly legal action, it is important that employee dismissals not be done in haste and only after a thorough investigation. Therefore, an employee may be dismissed for just cause ascertained only after careful and factual consideration of the employee's alleged violation or infractions(s) which are considered to be so egregious that counseling, progressive discipline or suspension could not correct the behavior or "right the wrong" or if all previous steps of the disciplinary process have been unsuccessful. A hearing shall be afforded to the employee prior to any dismissal. Any substantial evidence of the department's alleged violation of policy and/or otherwise shall be presented to the employee and to the union at least twenty-four hours prior to the hearing. An employee who is dismissed shall, at the time of his dismissal, be given a clear and concise written explanation of the reason(s) for the dismissal listing any and all policies or procedures alleged violated. If later reinstated, the employee shall be compensated for all remuneration, retroactively and with accumulated and accrued interest, unless otherwise mutually agreed upon by the parties.

SECTION 46 GRIEVANCE PROCEDURE

46-1 The following grievance procedure is in no way designed as a vehicle for any employee to refuse orders or to fail to carry out assigned jobs, but rather to define said employees right to redress said orders or job assignments.

46-2 In the event more than one (1) employee is grieved, they shall have the right of appeal as a group as set forth in the following grievance procedure:

46-3 A grievance may be initiated at any step of this grievance procedure if the Chief and the Local mutually agree, in writing, to waive prior steps.

46-4 The time limits prescribed in the following steps may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. It is understood and intended that these time limits will be adhered to by both parties unless so extended in writing, and each party recognizes that its failure to meet such time limits may justify an arbitrator in treating such time limits as only directive in a subsequent proceeding where the other party has failed to meet a time limit.

46-5 **GRIEVANCES** A grievance may be initiated through the President of the East Greenwich Firefighters Association, Local 3328 IAFF on behalf of the Local or one or more bargaining unit members. In all cases, the matter will be taken up with the Executive Board of the Local and if in the judgment of the Executive Board, the nature of the grievance justifies further action, the Executive Board, through the President or his designee, may move the grievance through the following procedures.

However, any employee who is grieved by a difference that has arisen concerning the meaning and application of any provision of this agreement may file his or her own grievance, and the parties hereto shall make an earnest effort to resolve the same by the following procedures. Union representation shall be present at all steps in this procedure. Only the Union, not an individual employee, may file for arbitration.

Step 1 The employee or Union shall present the grievance in writing or electronically via e-mail to the fire chief within ten (10) business days of the occurrence, or the date the Union became aware of the occurrence, whichever is later. If the grievance is not resolved by the fire chief within five (5) business days of his/her receipt thereof, the employee or Union may submit the grievance to Step 2.

Step 2 If the employee or Union is not satisfied with the disposition of the grievance at Step 1, they may present the grievance in writing or electronically via e-mail to the Town Manager. If the grievance is not resolved by the Town Manager within twenty (20) business days after his/her receipt thereof, the Union may submit the grievance to arbitration, as provided below.

46-6 **ARBITRATION** If agreement cannot be reached via the procedures set forth in Section 46-5, the grievance may be submitted to Arbitration by the Union or the Town. The parties shall endeavor to select an impartial arbitrator by mutual agreement but in the absence of such agreement, within one (1) week after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its voluntary labor arbitration rules. The arbitrator shall have no power to add to, subtract from, or change the terms of the Agreement. Nothing contained herein shall prohibit or prevent the arbitrator from fashioning any remedy which s/he

deems appropriate. The fees and expenses of the impartial arbitrator shall be borne equally by each of the parties. The decision of the arbitrator shall be final and binding on both parties.

SECTION 47 TRANSFERS

47-1 If the Town and the Local mutually agree to transfer employees from one platoon to another, the parties agree that the transfer shall be done in a manner that will not adversely affect the total hours an employee is compensated for during any pay period.

SECTION 48 PERSONNEL RECORDS

1. Personal history records of all employees shall be available for inspection by the employee concerned and by proper Department officials only. An employee who wishes to inspect his/her employment record shall do so during normal business hours of the administrative offices of the department. When additions, deletions or other changes in an employee's personnel record are made, the employee shall within five (5) days, be notified in writing of such additions, deletions or changes. If an employee disagrees with said evaluation, comment, remark, or discipline, the employee may file a grievance as pursuant to Section 46. Said evaluation, comment, remark, or discipline shall not be placed in the employee's permanent employment record unless the final outcome of the grievance/ arbitration provides for such.

2. A separate training file shall be kept for each employee. Any training that the employee receives or participates in shall be documented and a record shall be placed in the employee's training file, in addition to a hard copy of all files. The Town shall have all training files stored electronically. Training files must be maintained for the duration of employment plus three years.

3. A separate health, safety, and medical file shall be kept for each employee. All medical records, exposure reports and other pertinent medical and safety information shall be maintained therein. This file shall be considered strictly confidential and The Town must retain employee records for the duration of employment plus 30 years. In addition to a hard copy of all files, the Town shall have all health, safety, and medical files stored electronically.

4. All records outlined above records shall be maintained and destroyed as contained in the Rhode Island RECORDS RETENTION SCHEDULE LG15, as amended from time to time, but not less than what is specifically detailed herein.

SECTION 49 ASSOCIATION DUES

49-1 The Town agrees not to discharge, discriminate, or retaliate in any way against employees for Union membership or protracted lawful Union activities. It is agreed by the parties that employees as defined herein, may become members of the Union and continue their membership throughout the life of this contract. Should the employee choose not to be a member of the Union, he/she may then pay to the Union a representation fee equal to the annual dues paid by Union members. This representation fee shall be paid by payroll deduction on the same schedule as outlined for Union dues. The Town shall deduct Union dues and or representation fees upon receipt of the written authorization from each fire fighter and shall forward to the Treasurer of the Union such amounts as deducted.

49-2 The Association shall notify the Department in writing no later than May 31 of each year of the required payroll deduction for each employee and shall notify the Department in writing of any required

assessment levied upon any employee by the Association in connection with its responsibilities as the exclusive collective bargaining agent for said employee(s).

49-3 The Department Treasurer shall cause all such required amounts to be deducted from each employees regular payroll and shall issue an itemized check to the Association in sum of the prescribed amounts on the regular payday following the end of each of the fifty two (52) pay periods which occur during the Fire Department fiscal year.

49-4 E.G.F.F.A./Local #3328 I.A.F.F. hereby agrees to indemnify the East Greenwich Fire Department and hold harmless from any and all claims, demands and the cost of litigation for any action arising from the provisions of this section.

SECTION 50 INCENTIVE PAY

1. Endotracheal Intubation Certification (ET) incentive pay is to provide compensation to an employee who has improved skill and expertise gained through certification and recertification.
2. All bargaining unit personnel who obtain and maintain ET certification shall receive annual incentive pay as outlined below. To receive ET pay, an employee must furnish proof of certification to the Fire Chief.
3. Payments shall be made on the first pay-period following July 1 of each year, or the payroll period after which the employee supplies proof of certification:
 - a. 2019 – \$800.00
 - b. 2020 - \$1000.00
 - c. 2021 -\$ 1200.00
4. In the event the ET certification is eliminated by the State or its agencies, the parties agree to substitute the same incentive pay provided above for a comparable certification.

SECTION 51 ADMINISTRATIVE DUTIES

51-1 Fire Marshal:

- a. Responsible for enforcement of the applicable sections of the Rhode Island State Fire Safety Code.
- b. Performs such other and further legitimate duties as prescribed by the Chief.

51-2. Chief Clerk:

- a. Responsible for the supervision of the accounts of the Fire Department under the supervision of the Chief, Deputy Chief, Town Manager and Town Finance Director.
- b. Responsible for assisting with, as needed, the day-to-day clerical duties associated with the Fire Prevention Bureau, the Communications Division, the Fire Chief and the Deputy Fire Chief.

- c. Perform such other duties as prescribed by the Chief, the Deputy Fire Chief, and/or the Town Manager. These duties include, but are not limited to:
- Serve as “confidential employee” for personnel and other sensitive information;
 - Maintain detailed and accurate records;
 - Process various applications and permits;
 - Arrange and schedule meetings and appointments and maintain department calendars;
 - Assist with the development, preparation and completion of necessary statistical reports;
 - Order office and building supplies and monitor inventory;
 - Receive HIPPA training and serve as “Keeper of the Records”, responsible for processing all requests for copies of ambulance run reports, fire reports, request for records in accordance with applicable State laws and maintain record retention and destruction forms;
 - Review, maintain and store all EMS reports according to State law;
 - Use computer software programs to compile ambulance run reports on a weekly basis for electronic transmission to billing company and to the RI. Dept. of Health-EMS Division;
 - Review all ambulance run reports monthly for accuracy with regard to quality assurance/quality improvement;
 - Review all “224” reporting requirements and maintain reimbursement schedule for the City of Warwick and the ambulance billing company;
 - Compile NFIRS reports monthly for electronic delivery to the State Fire Marshal’s Office;
 - Assist with the development, preparation and maintenance of Standard Operating Guides, General Orders, Memoranda and notices for all personnel and stations;
 - Assist with Town Manager’s Administrative Assistant as needed for all confidential personnel files, for current and past employees, in accordance with established State law and EGFDF policies and procedures. These files are currently stored in the Town Hall under the care and control of the Town Manager;
 - Assist with the development and preparation of competitive quotes, invitations to bid and request for proposals as directed by the Chief, deputy Chief and Town Manager;
 - Assist the Chief, Deputy Chief, Town Manager and Town Finance Director to review current budget projections and prepare upcoming budgets;
 - Serve as the Town’s point-of-contact in all healthcare related items until the switch over to the Town’s HRA insurance plan on July 1, 2014;
 - Maintain contact with the Town’s physician and maintain all records concerning Injured-on-Duty (IOD) personnel (ex. Confidential paperwork and appointments) subject to the direction of the Town Manager;
 - Maintain a complete list of vendors;
 - Serve as accounts payable and accounts receivable contact subject to the direction of the Town Manager and Town Finance Director;

- Assist the Communications Division with receiving and filing all quarterly fire alarm inspection reports;
- Maintain data base and records of all local business and residential alarms, master boxes and street boxes;
- Assist the Chief and the Deputy Chief with writing, managing and submitting grant applications and awards;
- Assist the Chief and Deputy Chief in applying for and maintaining records concerning FEMA Disaster Fund reimbursement and all records associated with personnel, fuel and equipment costs, and any losses as a result of said disaster;
- Perform such other duties as the Chief, Deputy Chief, Town Manager and Town Finance Director may require.

SECTION 52 ADMINISTRATIVE HOURS

52-1 Fire Marshal: Forty (40) hours per week: Monday through Friday, 0800 to 1630, with one-half hour off duty for lunch.

52-2 Tax Office Chief Clerk: Thirty-five (35) hours per week: Monday through Friday, 0830 to 1630, with one (1) hour off duty for lunch.

52-3 The Department and the Association agree that the work schedule listed for the administrative employees may be modified upon mutual agreement of the Department and the Local, providing that the number of actual hours worked during a pay period remains the same.

SECTION 53 ADMINISTRATIVE OVERTIME

53-1 Any full-time administrative employee who is required to work continuously beyond their normally assigned work schedule shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. Overtime pay shall be compensated for to the next one-half hour.

SECTION 54 ADMINISTRATIVE CALL BACK PAY

54-1 Any full-time administrative employee who is called back to duty after he has left his assigned place of employment shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. A minimum of four (4) hours of call back pay shall be paid when an employee is called back to duty. Call back pay in excess of the minimum four hours shall be compensated for to the next one-half hour.

SECTION 55 ADMINISTRATIVE COMPENSATORY TIME

55-1 Any full-time administrative employee may elect to receive compensatory time off in lieu of monetary compensation for overtime or call back hours. If so chosen by the employee, compensatory time shall be earned at the same rate as hours earned under the overtime and call back sections above and shall be granted to the employee at a time, which is agreeable to the employee and the Department.

SECTION 56 ADMINISTRATIVE PAY

Wages for Administrative Personnel shall receive the hourly rate of pay as indicated below:

	<u>Effective</u> <u>7/1/2019</u>	<u>Effective</u> <u>7/1/2020</u>	<u>Effective</u> <u>7/1/2021</u>
	<u>0%</u>	<u>2%</u>	<u>2%</u>
56-1 Fire Marshal			
a. First Year of employment	\$25.08	\$25.58	\$26.09
b. Second year of employment	\$29.85	\$30.45	\$31.06
c. After two years of employment	\$32.33	\$32.98	\$33.64
56-2 Chief Clerk:			
Appointment – 2 yrs.	\$18.64	\$19.01	\$19.39
2 years – 3 years	\$19.90	\$20.30	\$20.70
After 3 years	\$21.92	\$22.36	\$22.81
After 5 years	\$24.11	\$24.59	\$25.08

SECTION 57 ADMINISTRATIVE HOLIDAYS

57-1 All employees assigned to administrative positions shall be granted the day off with pay when a holiday is celebrated on a normally assigned work day.

57-2 When a holiday is celebrated on a Saturday, employees assigned to administrative positions shall be granted the previous day off. When a holiday is celebrated on a Sunday, employees assigned to administrative positions shall be granted the following day off.

57-3 In cases where Christmas Day (December 25) occurs on a Saturday, Sunday or Monday, it shall be celebrated in accordance with the above sections.

57-4 If an employee is required to work on a day which is celebrated by the Department as a holiday, he shall be compensated at a rate of one and one-half times his regular rate of pay for the hours worked in addition to receiving his regular pay.

57-5 Administrative employees who are on vacation when a holiday is celebrated shall not be charged with vacation hours on the date the holiday or half-holiday is celebrated.

SECTION 58 ADMINISTRATIVE VACATION

58-1 Employees assigned to the Chief Clerk position shall be allowed to take vacation in the amounts set forth below which may be taken at their preference:

- a. Upon completion of one (1) year of employment and through two (2) years of employment one week (1).
- b. Upon completion of two (2) years of employment and through five (5) years of employment two weeks (2).

- c. Upon completion of five (5) years of employment and through ten (10) years of employment three weeks (3).
- d. Upon completion of ten (10) years of employment and through fifteen (15) years of employment four weeks (4).
- e. Upon completion of fifteen (15) years of employment and through twenty (20) years of employment five weeks (5).
- f. Upon completion of twenty (20) years of employment six weeks (6).

58-2 Employees assigned to the Fire Marshal position shall be granted vacation in accordance with the following schedule on their anniversary date:

- a. Upon completion of one (1) year of employment, three (3) weeks vacation.
- b. Upon completion of five (5) years of employment, four (4) weeks vacation.
- c. Upon completion of ten (10) years of employment, five (5) weeks vacation.
- d. Upon completion of fifteen (15) years of employment, six (6) weeks vacation.
- e. Upon completion of Twenty (20) years of employment, seven (7) weeks vacation.

SECTION 59 ADMINISTRATIVE SICK LEAVE

59-1 All full-time employees assigned to administrative positions shall earn sick time at a rate of ten (10) hours per month of employment with the Department.

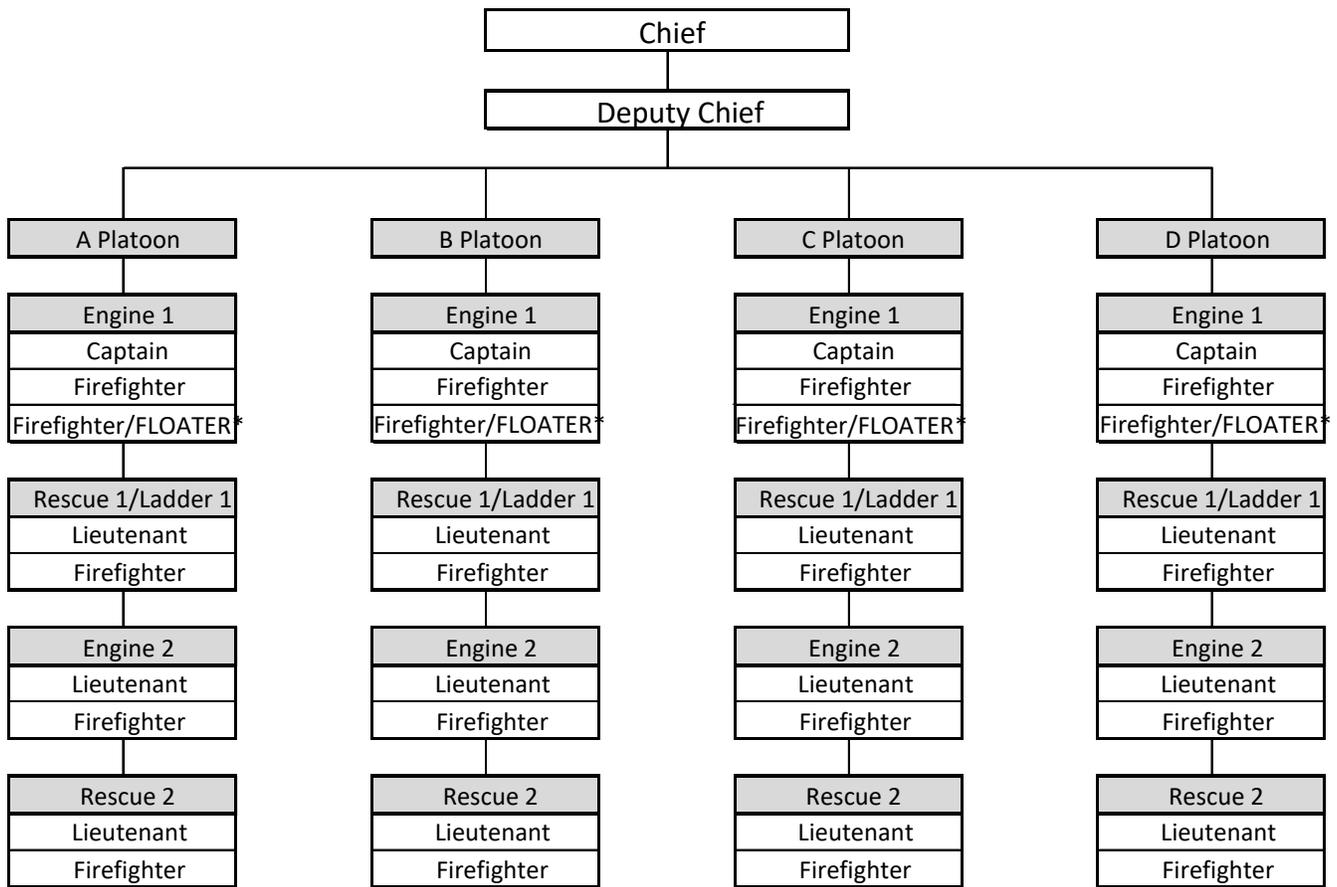
SECTION 60 EQUAL OPPORTUNITY

60-1 The Fire Department is committed to the policies of equal employment opportunity. The Fire Department will not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to, race, color, religion, national origin, physical or mental disability, veteran's status, pregnancy, sexual orientation, or ancestry, except where a bona fide occupational qualification exists. The Fire Department will make reasonable accommodations to qualified disabled persons to assist them in fulfilling the essential functions of a job, provide that such accommodations do not impose undue hardship upon the Fire Department.

SECTION 61 TABLE OF ORGANIZATION

The Fire department shall maintain a four platoon system as outlined below:

East Greenwich Fire Department (4 Platoon System)



There shall be nine bargaining unit members assigned to each platoon, of which, one shall be considered a floater. *Denotes that each platoon shall have a floater assigned to it.

In Addition to the above table of organization for the platoon system, there shall be one (1) Fire Marshal and one (1) Chief Clerk assigned to the Administrative/Support divisions.

SECTION 62 OUT OF TOWN STATION COVERAGE

62-1 Whenever apparatus from another community is called in to cover stations in the Town in accordance with Department established SOG's, one employee shall be called in from the appropriate fill in list to accompany each out of town apparatus. This employee shall be compensated at the overtime rate as set forth above with a minimum of four (4) hours.

SECTION 63 WORKING CONDITIONS

63-1 Members of the Fire Department covered by this Agreement shall not be required, while on duty, to perform major structural alterations or major repairs to existing or future fire stations.

63-2 The Fire Department shall operate at all times with no less than two engine companies and two rescue companies. One of said rescue companies cross-staffs with Ladder 1.

63-3 The use of outdoor training shall not take place when the outside temperature and wind chill index are determined to be below forty degrees Fahrenheit and above eighty-five degrees Fahrenheit with the exception of ice rescue training. Training shall not be held on Sundays or holidays without the mutual agreement of the Executive Board of the Local and the Chief.

63-4 The department shall be staffed with a total compliment of no less than thirty-eight (38) bargaining unit positions, of which the four (4) Captains, twelve (12) Lieutenants, twenty (20) Fire Fighters/EMT will be assigned to the platoon system and one (1) Fire Marshal and (1) Chief Clerk shall be assigned to the Administrative/support division. This section does not limit the Department from hiring more than thirty-eight (38) employees during the term of this contract.

63-5 Shift staffing shall be such that each shift within the platoon system is covered with no less than eight (8) bargaining unit members at all times. It shall be further defined that there shall be no less than four (4) officers and four (4) firefighters (not including the Chief of Department, Operation Chief, Assistant Chief, Deputy Chief, Division Chiefs, and members working the Support Division such as the Fire Marshal, Training officer, or EMS Officer) on duty at all times. Any long-term leave created by the fire marshal's absence shall be filled with a union member on an as needed basis, as determined by the current workload within that division, at the sole discretion of the Fire Chief.

63-6 No rescue, ambulance, ladder or engine company shall be in service unless staffed by at least (2) firefighters. No fire or rescue apparatus or fire department vehicle, excluding command/Chief vehicles shall respond to any calls for service with less than (2) firefighters staffing the apparatus.

SECTION 64 COLLATERAL DISPATCH AGREEMENT

64-1 Firefighter's/EMTs shall not perform dispatching services as part of their professional FF/EMT service obligations under the CBA but shall be eligible, together with any qualified full time Department employee (Member) to perform dispatching services occasionally or sporadically as a Collateral Duty and receive compensation at the rate of \$22.44 per hour during the day shift and \$20.40 per hour during the night shift. During the 12 paid holidays outlined in section 23-7 of this agreement, the rate of pay shall be \$33.66 per hour for a day shift and \$30.60 per hour for a night shift.

64-2 Effective July 1, 2020 members performing the Collateral Dispatch shall be compensated at a rate of \$22.89 per hour during the day shift and \$20.81 per hour for the night shift. During the 12 paid holidays

outlined in section 23-7 of this agreement, the rate of pay shall be \$34.33 per hour for a day shift and \$31.21 per hour for a night shift.

64-3 Effective July 1, 2021 and annually thereafter, any increase outline in section 26 of this agreement shall also apply to the collateral dispatch rate of pay. The Day Dispatch rate of pay will be \$23.35 per hour with a Holiday rate of \$35.02 per hour. The Night Dispatch rate of pay will be \$21.22 per hour with a Holiday Rate of \$31.84 per hour.

64-4 The performance of this Collateral Duty is optional and no Firefighter/EMT or Member shall be obligated to perform the dispatching services. Current SOGs and procedures shall govern the duties associated with dispatching, scheduling and availability of the Collateral Duty. In the event there are not enough qualified members performing the optional dispatching services, the Local and Town mutually agree to evaluate the dispatch agreement.

SECTION 65 HOLD HARMLESS AND INDEMNIFICATION

65-1 The Town agrees to indemnify, hold harmless and defend an employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established that such action arose out of a willful or wanton dereliction of duty by the employee. In the event that such proceedings result in any settlement, judgment or monetary award against such employee, the Town will indemnify such employee in respect of payment made pursuant to such settlement, judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such employee's duties.

65-2 In addition, the Town agrees to indemnify, hold harmless and defend the Local and any and all of its members in respect to any claim made against the Local, its executive committee, and/or any officer of the local, as a result, directly or indirectly, from the reduction of the minimum shift staffing of nine (9) per platoon, down to (8) eight per platoon, except where it is established that such action arose out of a willful or wanton dereliction of duty. In the event that such proceedings result in any settlement, judgment or monetary award against such employee, the Town will indemnify such employee in respect of payment made pursuant to such settlement, judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such employee's duties.

SECTION 66 HOLD OVER

When the shift on duty at the time that an emergency call is received goes over their normal scheduled working hours, they will be considered as "held over" and the employees being held over shall receive overtime pay. Any overtime accrued while being held over will not affect the employee's position on any rotating overtime list and will be paid out in half hour increments at a rate of one and one half times the employees' regular rate of pay. An emergency call which is received prior to the end of a shift, shall be the responsibility of and shall be completed by the shift that is on duty when the call is received, unless the officer in charge excuses that shift or the oncoming shift is available to handle the incident or an employee substitution has been arranged.

SECTION 67 LIGHT / MODIFIED DUTY

67-1 ESTABLISHMENT — Employees who suffer a service connected or non-service connected injury or illness and have been out of work for sixty (60) consecutive days, may be assigned to light duty positions within the department. Light duty positions shall not replace any position on any of the platoons. Employees on light duty shall not affect the minimum staffing levels of the department nor shall an employee be forced to discharge any accrued and unused leave during their assignment for reasons other than normal vacation or routine sick leave usage. Light duty positions shall only be filled by employees who have been medically cleared to do so by their physicians.

67-2 TYPE OF WORK ---The light duty position shall be non-physical, “office or clerical type” work, as determined by the employee’s treating physician. Assignments will be based on the Fire Departments needs at the time as determined by the Fire Chief. Temporary assignments may be as a secondary dispatcher, assistant to Fire Prevention or communications division, the Training & EMS Divisions or in Chief’s office.

For the purpose of this section the following are considered to be *examples* of "Light Duty Assignments":

- Fire Prevention Division: ___ Assist in duties related to the inspection of residential and commercial properties within the Town for the purpose of determining fire code compliance. Requires the ability to walk, climb stairs, file reports, answer phones and perform various administrative tasks. No lifting or physical exertion is required.

- Dispatcher/Office Clerk/ Administrative Assistant: ___ Assist the Command Staff of the Department in various administrative functions to include; filing and preparing reports, answering phones, special project preparation and assisting the training officer in document and course development. Requires the ability to drive an automobile, file reports, answer phones and perform various administrative tasks. No lifting or physical exertion is required.

- Chief Officer Administrative Aide: ___ Assist a Chief Officer in the duties related to the administration of his/her command. To include generating and filing reports, answering the telephone, driving an automobile, assisting in the operation of the Departments Incident Command System (aide or Safety etc.) and communicating by radio. Must be able to wear firefighting protective clothing including Self-Contained Breathing Apparatus for the protection of the individual; however, NO active participation in firefighting or rescue operations is required. Standing and exposure to the elements for long periods of time may be required.

If an individual is deemed by his/her physician to be incapable of performing one of the above described positions then the individual would be declared by his/her physician as follows:

NOT ELIGIBLE FOR LIGHT DUTY: Based on the above job descriptions of "Light Duty" positions, the patient in question is not eligible for a "Light Duty" position at this time.

67-3 HOURS OF WORK --Light duty work schedule will be Monday through Friday from 8-4 P.M. The employees shall be allowed to keep all scheduled doctor’s appointments, therapy, tests, etc. related to the injury or illness during his/her scheduled hours of work without having to make up time.

67-4 SALARY AND BENEFITS—The employee’s full salary, wages, allowances, etc. and level of benefits shall not be less than what is provided for in the contract based on the employee’s rank, years of service, certification, marital status, etc. No Employee is eligible for overtime while assigned to light duty.

67-5 DURATION -Light duty shall be available to an employee for a maximum of twelve (12) consecutive months per occurrence of injury or illness.

SECTION 68 SEPARATION OF SERVICE

Upon separation of service, for whatever reason, employees shall be compensated up to and including the date of separation for any and all accrued leave and other remuneration due.

Clothing allowances and longevity allowance for eligible employees shall be prorated.

Upon separation, employees may select to have payments due for said remunerations paid out in one of the following methods:

1. A one-time lump sum payment made to the employee in his/her final paycheck.
2. Deposited into the employee’s Deferred Compensation account, to the extent permitted by federal tax rules and regulations.

The terms of the disbursement should be selected by the employee, in writing, and submitted to the Fire Chief within seven (7) working days of separation of service.

SECTION 69 GIFTS OF LEAVE

Employees, at their sole discretion, shall be able to transfer, exchange, loan or gift accrued or unused leave to another employee upon submitting the appropriate paper work to the Chief of the Department. Each employee may donate a maximum of up to (48) forty-eight hours of leave to another employee per calendar year. If the need arises, and upon request, this may be increased at the discretion of the Chief or Town Manager.

SECTION 70 LINE-OF-DUTY-DEATH

70-1 In the event that an active firefighter is killed in the performance of duties as a firefighter/EMT or subsequently dies from disease, injuries, illness, or infection presumed to be contracted in the performance of duties (as defined in Section 22 or in accordance with State law, whichever provides greater benefits), the Town shall provide the surviving spouse with medical and dental insurance if requested by said surviving spouse, and shall offer annually the same choices of medical and dental insurance as provided for active or retired employees, subject to the provisions of section 30 of this agreement entitled "medical and dental". Once the surviving spouse attains the age of sixty five (65) the Town shall provide, at no cost to the spouse, a retiree 65 plan which is applicable to the health plan offered to full-time employees. The Town shall also provide such medical and dental insurance to the deceased members’ children until the later of 1) the end of the calendar year following the child’s twenty-sixth (26th) birthday, or 2) if the dependent is disabled, for as long as the disability exists.

70-2 The Town shall pay all burial costs for this employee up to \$10,000 and make an immediate, one-time, \$5000.00 death benefit payment to the employee’s surviving spouse.

70-3 In any case where an active firefighter covered by this agreement dies leaving unused accumulated leave, the Town shall pay within thirty days, to the Executor or Administrator of the employee's estate or to the employee's widow/widower if there be no Executor or Administrator, or to the next of kin if there is no widow/widower, a lump sum payment equal to the dollar value of all unused accumulated leave accrued up to the time of the employee's death. The dollar value shall be determined by multiplying the employee's most recent hourly rate of pay by the number of unused accumulated hours of leave.

SECTION 71 PERMANENT STATUS

1. Each employee is required to maintain a current State of Rhode Island EMT - C License or greater as a condition of employment.
2. The Town shall provide fully-paid EMT & Paramedic recertification/refresher training and CPR training as required by law to maintain these certifications.
3. Each employee will maintain a current motor vehicle operator's License. However, if an employee loses his or her license, the Town will apply just cause principles in determining the employee's future employment status. This may include assigning him to duties that do not require a motor vehicle license, or placing him on paid or unpaid administrative leave.
4. The Town will also provide training as required to meet any additional state mandated requirements, OSHA requirements as issued through the Rhode Island Department of Labor, EPA requirements as issued through the Rhode Island Department of Labor, or any other requirements as issued through the Rhode Island Department of Labor or Rhode Island General Laws.
5. Each employee will be required to attend such trainings as defined herein. If the employee is unable to attend the scheduled training, the employee may attend a make-up session provided by the Town, or through arrangements made by the training officer or may attend the makeup training outside of the Town. The Town shall pay all costs associated with training and re-certification, to include training pay if the training is not conducted during regular scheduled working hours.
6. Employees such as Secretaries, Chiefs, dispatchers and the like will be hired exclusively to fill those specific positions and will be defined as Civilian staff assigned to the Administrative Support Division.

SECTION 72 SAVINGS AND SEVERABILITY

1. Past Practice:

All job benefits enjoyed by employees which are not specifically provided for or abridged by this contract shall continue under the conditions upon which they had previously been granted. This agreement shall not be construed to deprive employees of any benefits or protections granted by the laws of the State of Rhode Island. For purposes of this section, the job benefits must be the result of a long-standing, frequent practice that is accepted and known by the Union and the Town.

2. Severability

In the event that any section of this contract is deemed in violation of any law by a court of competent jurisdiction, the remainder of the contract shall be deemed to be valid and effective.

3. Arbitration:

Within (30) calendar days after a provision has been declared invalid, the parties will commence negotiations with regard to such invalidated provision and any other provisions of this Agreement which are affected by the invalidation. If, within (60) sixty days after the date of the first meeting, the parties are unable to agree on replacement language for the invalidated provision(s), either party may submit the matter to binding interest arbitration on the affected provision(s) only.

SECTION 73 PARITY PAY WITH OTHER TOWN EMPLOYEES

If at any time during the life of this agreement, the Town negotiates to provide a wage increase to any other employee represented by a certified bargaining unit, then it is agreed upon and understood that Local 3328 shall have the right to require an adjustment to equal said increase negotiated in wages, shift differential, stipends or other remuneration paid to those employees. Wage increases as a result of promotions shall be excluded from this section. Any wage increases for the employees of the East Greenwich School Department are specifically excluded from this section.

In recognition of the concessions given by Local 3328 under this agreement, the Town agreed to pay certain incentive payments (ET payments) to qualified bargaining unit members. Those payments will not be considered for parity purposes under this section. For example, any incentive payments made to members of other Town bargaining units that exceeds the general wage increase received by members of Local 3328 shall be provided to members of Local 3328, as well.

This section (section 73) shall sunset on June 30, 2022.

Addendums

EXHIBIT A: Health Plan Summary of Benefits