

AGREEMENT
BY AND BETWEEN
THE TOWN OF LITTLE COMPTON
AND
LOCAL 3957, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
JULY 1, 2018 TO JUNE 30, 2021

June 2018

Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode Island, 1956 as amended, entitled Fire Fighters Arbitration, this agreement (hereafter “the Collective Bargaining Agreement” or “the CBA”) is made and entered into this 2nd day of July 2018 by and between the Town of Little Compton (“the Town”) and Local 3957, International Association of Fire Fighters (“the Union”).

ARTICLE I – The Union

Section 1.0 – Recognition

The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all full-time firefighters, excluding the Chief, of the Fire Department of the Town of Little Compton for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions.

Section 2.0 – Dues Deductions

The Town agrees to deduct Union dues and/or fees from the pay of members of the Department upon receipt of a signed authorization form from each member and shall forward to the Treasurer of Local 3957 such sums as deducted on a monthly basis.

Section 3.0 – Non-Union Employees

All employees covered by this Agreement who choose not to join Local 3957 shall be required to pay Local 3957 an amount of money equal to the initiation fee uniformly required for membership and a monthly service fee equal to the monthly dues charged members to defray the costs in connection with Local 3957’s legal obligations and responsibilities as the exclusive bargaining agent. In addition, any employee covered by this Agreement who chooses not to join Local 3957 shall be required to pay his/her proportionate share of any assessment uniformly levied upon all members of Local 3957 in connection with costs relating to collective bargaining and/or arbitration.

The failure to pay charges, assessments and fees in accordance with this section, shall be considered a ground for dismissal under the provisions of this Agreement.

Local 3957 hereby agrees to indemnify the Town and hold it harmless from any and all claims, demands and the cost of litigation for any action arising from the provisions of this section.

ARTICLE II – Management

Section 1.0 – Management Rights

The Town of Little Compton shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department, as provided by law. The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage the Department shall remain solely with the Town.

Section 2.0 – Rules and Regulations

Each new member shall receive a copy of the Little Compton Fire Department's Rules and Regulations before he/she reports for his/her first tour of duty. The Local reserves the right to make comment in writing, on any and all sections of said Rules and Regulations to the Chief and to provide a copy thereof to the Town Council President. An advisory committee consisting of three (3) union members shall be named by the Local to cooperate with the Chief in recommending amending and updating said Rules and Regulations so that they will be pertinent to present day conditions and methods of the Fire Department. Amendment of the Rules and Regulations shall not contravene this Agreement.

ARTICLE III – Length of Service

Section 1.0 – Length of Service Basis

Length of service only serves as the basis for offering assignment to shifts, vacations, overtime, days off, extra duties and training, or transfers as provided for in this contract, and for no other purpose. As an exception to the foregoing, any training associated with a license held by a particular member may be assigned without reference to length of service.

In the event of identical length of service dates, the older member shall be considered to have the greater length of service.

An accurate and up-to-date length of service list shall be approved by both the Town and the Union and then posted in the Fire Station during the month of July of each year.

Section 2.0 – Layoff

The Town has the right to curtail. The Town has the right to layoff. In the event of a curtailment, resulting in a layoff, such curtailment resulting in layoff, shall be based on length of service within the Department without regard for rank; the employee having the least length of service shall be first to be curtailed. An employee curtailed/laid off shall be recalled to work, if an opening exists, before a new employee is hired. A curtailed/laid off employee shall maintain the right to recall for a period of two years from the date of curtailment/layoff, and if recalled within the period, he/she refuses the job offer, he/she shall not be eligible for any future job opening on the basis of being a curtailed/laid off member of the Little Compton Fire Department.

Section 3.0 – Establishment of Length of Service

No appointment of any employee will be deemed permanent until he/she has served twelve (12) probationary months of continuous, full-time service. The employee shall have no length of service rights during this probationary period. At any time during such probationary period, the employment may be terminated by the Town Council without recourse to grievance procedure or arbitration.

An employee's length of service shall not be terminated or reduced but shall continue to accumulate during an authorized leave of absence with pay.

An employee's length of service shall not be terminated by absence pursuant to an authorized leave of absence without pay or layoff, except as hereinafter provided, but shall not continue to accumulate during such period of absence.

An employee's length of service shall be lost and employment terminated if any of the following occur:

- a) Discharge
- b) Resignation
- c) Failure to return promptly upon expiration of authorized leave.
- d) Absence of five (5) consecutive working days without leave or notice.
- e) Layoff for longer than two years
- f) Retirement

ARTICLE IV – Personnel

Section 1.0 – Rank Structure

With this Agreement, a new rank structure is introduced. All current employees progress from Probationary Fire Fighter to Fire Fighter First Class upon recommendation of the Fire Chief. Employees hired after 1 July 2018 will begin service as a Probationary Fire Fighter, then after one year and recommendation by the Fire Chief, be advanced to Fire Fighter Third Class. After one additional year and recommendation by the Fire Chief, advancements to Fire Fighter Second Class and then to First Class occur. Advancement to officer positions (Captain and Lieutenant) are competitive appointments per Article IV Section 2.0.

Section 2.0 – Promotions

- a) Upon a vacancy in the officer’s ranks in the Fire Department, the Chief shall conspicuously post an announcement in the Fire Station notifying personnel of the availability of the position. This posting shall outline the sign up procedures for the examination and shall be posted within thirty calendar days of said vacancy. The sign up period shall be no less than thirty calendar days.
- b) Promotional examinations shall be open to all active, full-time members of the Fire Department who have completed three years of continuous service in the Little Compton Fire Department. Candidates for Captain must be serving as Lieutenant.
- c) To establish an eligibility list for promotions, the examination shall contain the following components with noted point value:

Written Examination	50 points
Oral Interview	15 points
Length of service	25 points
<u>Education</u>	<u>10 points</u>
Total	100 points
- d) Candidates shall be furnished with a reading list consisting of related reference books recommended by the testing company no less than sixty days prior to the written examination. In the event that a video-based test is used, candidates will be provided applicable website references no less than 30 days prior to the examination.
- e) The written or video examination shall be one hundred questions. Candidates must correctly answer at least seventy questions to be considered for promotion. The point value of each correct answer shall be 0.5 points.

- f) The oral interview shall be conducted by a three member panel, of equal or greater rank to promotion rank. One member will be chosen by the Fire Chief, one member by Local 3957 and one member chosen by those two officers. The panel shall award up to fifteen points to each candidate, based on performance during the interview.
- g) One point shall be awarded for each year of service completed as of the date of for the announcement of the examination, not to exceed twenty-five points.
- h) Education points: Up to ten points shall be awarded for successful completion of courses which further the education of the officer candidate. Courses and their point values are detailed in Attachment 2, which can be modified from time to time by mutual consent of the Chief and the Union.
- i) The final rankings of said examination shall be tabulated by the Chief in an eligibility list which shall be delivered to the Union to be conspicuously posted in the Fire Station. The eligibility list shall be valid for a period of one year.
- j) The Town Council reserves the right to choose from the two highest scoring candidates for the promotion.

Section 3.0 – Prohibited Practices

Giving, rendering, or paying any money, service, or other valuable thing for, on account of, or in connection with an appointment, promotion, or proposed appointment or promotion.

Section 4.0 – Transfer to Other Departments

The Town of Little Compton agrees that any employee covered by this Agreement shall not be transferred to other departments of the Town.

Section 5.0 – Duties

The principal duties of the members of the Fire Department shall consist of the protection of life and property in the Town of Little Compton together with the necessary administrative and service functions connected with such duties. Routine maintenance of apparatus and equipment shall be conducted between the hours of 0700 and 1600 daily. Town equipment will be kept in service at all times.

All members of the department when in the stations shall rise not later than 0700 and the beds shall not be used between 0700 and 2200, except in case of illness, injury, or with permission the Chief.

Section 6.0 – Part-time Personnel

The normal staffing of the department is eight full time firefighter/EMTs with two members per shift. In the absence of any full time member from any shift, the shift will be filled as follows:

1. Full-time employees will be offered, in order of length of service, the opportunity to fill the shift vacancy.
2. If none accepts the offer, the shift may be offered to any part-time employee who is not on duty.
3. If none accepts the offer, a full-time employee, selected in reverse order of length of service, will be ordered to fill the shift vacancy.

In addition to normal staffing, part time shifts may be established by the Fire Chief. Such shifts will be staffed only by part time employees.

Section 7.0– Vacancies

Vacancies in the Little Compton Fire Department shall be filled by appointment by the Town Council. Such vacancies shall be filled within six months.

ARTICLE V – Working Hours

Section 1.0 – Hours

Members of the Department shall normally average 42 hours work per week on a schedule of four days on duty, followed by four days off duty. The four days on duty shall consist of two consecutive days of ten hours each (0700 to 1700), then two consecutive nights of fourteen hours each (1700 to 0700). Shift schedules are in Attachment 1. Alternative shift schedules may be proposed by management or union for the other's concurrence, but will adhere to the normal average work week above.

When a vacancy occurs in the schedule, the shift shall be bid on by employee length of service.. All such bidding shall be submitted in writing to the Fire Chief, and shall be effective until the vacancy is resolved.

Every full-time fire fighter and officer of the Little Compton Fire Department, with the exception of the Chief, shall normally work the same number of hours per week.

Section 2.0 – Substitutions

The right to substitute at any time shall be permitted provided that permission to substitute must be obtained from the Chief.

Sections 3.0 – Overtime

All hours worked in excess of one's normal work schedule, as set forth in Section 1.0, shall be compensated for at the rate of time and one half (1-1/2). For the first overtime hour any time worked over fifteen (15) minutes and up to one half (1/2) hour shall be compensated for as one half (1/2) hour at time and one half (1-1/2). Overtime pay records for any period shall be submitted to the Town Treasurer by the Chief for payment at the next bi-weekly pay period.

a) Temporary vacancies not to exceed three months for any one cause shall be filled by full-time fire fighters in order of length of service. In the event there is no one available, the Town may hire a qualified part-time fire fighter to fill said vacancy. In the event no qualified part-time fire fighter is available to fill the vacancy, a full-time fire fighter may be ordered to fill the vacancy in order of reverse length of service.

b) In order to maintain orderly scheduling practices, the Chief will try to fill all planned vacancies, full or partial, at least one week in advance of said vacancy.

c) No fire fighter shall work two consecutive shifts except in an emergency as designated by the Chief. However, this does not prevent the extension of a partial shift by the Chief.

d) Subject to agreement by the Chief, a fire fighter may receive compensatory time for any extra duty worked. Any and all compensatory time agreed to will be compensated at time and one half (1-1/2). Total accumulated compensatory time may not exceed 48 hours.

e) Members of the department called back for work shall be compensated at a minimum of four (4) hours at the rate of time and one half (1-1/2). A member who responds without being called, and who is found not to be needed, will be compensated at the rate of one hour of overtime pay (two hours of overtime pay if the response occurs between 7 PM and 7 AM).

ARTICLE VI – Clothing

Section 1.0 – Uniforms

All fire fighters shall wear at all times a standard uniform. The Town shall pay each member of the Fire Department \$1300.00 per year (\$1400.00 per year, effective July 1, 2020) for a clothing and maintenance allowance. Payment shall be in two equal installments on the first payday of October and April.

The Town shall provide an initial issue of one dress blue uniform to each fire fighter covered by this Agreement after satisfactory completion of the probationary period. The Town shall also provide an initial issue of one uniform jacket that is compliant to that which is required by the department uniform standard. The Town shall reimburse the cost of said uniform jacket not to exceed two hundred twenty-five dollars (\$225.00), to all employees covered by this Agreement, who currently have said uniform jacket.

Maintenance and replacement of the standard uniform, dress blue uniform, and protective gear shall be the responsibility of each employee except that the Town agrees to reissue standard uniforms and protective clothing and equipment when, upon inspection, said uniform and/or protective clothing and equipment are destroyed or mutilated in the line of duty and said destruction or mutilation is certified by the Chief.

Section 2.0 – Protective Gear

The Town of Little Compton shall purchase and issue to all of the Fire Fighters/EMT's covered by this Agreement a protective clothing and equipment ensemble that is compliant with all NFPA Standards referenced in NFPA 1500. This ensemble shall consist of, but not be limited to, the following: fire protective coat and trousers with suspenders, fire helmet, nomex hood, flashlight, personal SCBA facemask, leather work gloves, mittens, rubber fire boots with nail-proof innersoles, six (6) inch leather work boots with steel toe and shank, and a nomex wildland fire coat and trousers with suspenders. The ensemble remains the property of the Town. Upon request, a fire fighter who retires will be given his helmet.

ARTICLE VII – Leave

Section 1.0 – Fiscal Year

For the purpose of this Agreement, the fiscal year shall be July 1st through June 30th.

Section 2.0 – Vacations

All members of the Fire Department shall be entitled to take their vacations any time during the fiscal year. Vacation preferences shall be assigned on the basis of length of service. The number of personnel to be on vacation at any one time shall be at the discretion of the Chief.

The amount of vacation time to which each member of the Fire Department shall be entitled to during the fiscal year shall be calculated as follows:

- | | |
|---|----------------|
| a) More than six (6) months but less than one (1) year: | 48 work hours |
| b) One (1) year, but less than five (5) years: | 96 work hours |
| c) Five (5) years, but less than ten (10) years: | 144 work hours |
| d) Ten (10) years, but less than fifteen (15) years: | 192 work hours |
| e) Fifteen (15) years or more: | 240 work hours |

Any employee who becomes disabled to the point that he/she is unable to work through sickness or injury that is not job related, prior to taking his/her vacation, shall be entitled to change scheduled vacation days to sick leave days.

Employees covered by this Agreement shall be allowed to carry over no more than 72 work hours of unused vacation to the following fiscal year. Said unused vacation hours that are carried over shall be lost if not used within that fiscal year. Unused hours in excess of 72 hours will be paid at regular salary rates.

Section 3.0 – Paid Holidays

The following holidays shall be paid holidays for all members of the Little Compton Fire Department. Holiday pay shall be based on one-quarter (1/4) of the employee's weekly salary, and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday or not. In order to be eligible for holiday pay, a fire fighter must be on the job, if he/she is scheduled, on the regular scheduled workday before and after the holiday, unless excused by the Town.

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Easter

RI Independence Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

All employees who are on duty during the day shift (0700 to 1700) on Thanksgiving Day and/or Christmas Day shall receive an extra one-half (1/2) day's pay at the holiday rate. No fire fighter shall use vacation leave on Thanksgiving or Christmas day shifts unless he/she has secured his/her own coverage and so notified the Chief.

Section 4.0 – Sick Leave

Sick leave shall be granted at the rate of 15 work hours per month, accumulative to 2160 hours of sick leave. At time of retirement, retiree may request the balance of remaining sick leave for the fiscal year be added to his account.

If sick leave extends beyond three (3) work shifts for any one illness period, the Town may require a doctor's certificate stating the nature of the illness. During the month of July in each year the Town shall publish and dispatch to the members of the Fire Department their present entitlement under this clause. Sick leave pay shall be based upon the employee's regular, straight-time hourly rate of pay and will be paid for the hours which the employee would normally have worked on the day he/she was sick.

Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Town. A doctor's certificate or other medical proof satisfactory to the Town may, at the option of the Town, be required of any employee returning from sick leave as proof of such employee's fitness for work. Any employee returning from sick leave may, at the option of the Town, be required to undergo a physical or mental examination, at the expense of the Town, by a doctor chosen by the Town, as proof of such employee's fitness for work.

a) Reason for sick leave:

1) Personal illness, or physical or psychological incapacity, not voluntarily caused, contracted outside the line of duty to such an extent as to be rendered unable to perform the duties of his/her position.

2) Attendance upon members of the family within the household of the fire fighter where illness requires the care of such fire fighter for a period not to exceed twenty-four (24) hours (one day). Members of the Little Compton Fire Department can be required to sign an affidavit stating that there is no possible way to make other arrangements. This benefit may not be used by the same member of the Fire Department more than three (3) times during the life of this Agreement, each year.

b) Leave not to be deducted from sick leave:

1) Days of absence due to injuries which have proven to have been contracted in the line of duty.

2) Enforced quarantine when established and declared by the Department of Health or a qualified physician for the period of such quarantine only. All members of the Fire Department who are injured or contract an illness in the line of duty shall receive benefits in conformity with Section 45-19-1 of the General Laws of the State of Rhode Island, 1956 as amended.

c) Sick leave with pay shall not be granted for any sickness resulting from intoxication or use of narcotics, except that sick leave will be granted for treatment of rehabilitation as approved by the Town Council on the same basis as granted for any other illness.

d) An employee must notify the Dispatcher as early as possible, but in no event less than sixty (60) minutes before his/her regular schedule starting time, of his/her intent to use authorized sick leave. If an employee calls in sick from a place other than his/her residence of record, he/she shall furnish such address and phone number to the Chief. Whenever an employee shall be on sick leave, he/she shall be confined to his/her residence, going to, at, or returning from a doctor's office or at a place that is known to the Chief. However, this shall not apply to any employee who is out for more than three consecutive work days for any physical incapacity or disability.

e) Upon retirement or death, all employees covered by this Agreement having unused accumulated sick leave shall be paid fifty percent (50%) thereof by the Town at the employee's hourly rate of pay at the time of the employee's retirement or death. No part of such payment shall be included in the employee's compensation for the purpose of calculating pension benefits. At their request, employees shall have the option in lieu of cash payment, to apply the hours towards their effective retirement date.

Section 5.0 – Bereavement Leave

The Town hereby agrees that bereavement leave shall be allowed as follows with the approval of the Chief. In the event of the death of an employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, or anyone living within the employee's household, said employee shall be entitled to leave of absence with full pay of four (4) days. These four (4) days shall not encompass more than five (5) calendar days. In the case of all other relatives, a leave of absence of one (1) day with pay may be granted. The Chief may grant additional days in extenuating circumstances.

Section 6.0 – Injury Leave

When an employee suffers an injury or illness, whether physical or psychological, an incident report will be prepared by the employee's supervisor which describes the details which led to the injury or illness. Upon review of the report, if the injury or illness can be proven to have been suffered in the line of duty, the employee will be immediately placed in an "Injured on Duty" status. If not, the employee will be placed in "leave with pay, pending injury determination" status until the cause is resolved by referral to the employee's and the town's physicians and, if necessary, a third physician agreeable to both town and union. If the injury or illness is determined to have not been job-related, the employee will be assessed sick leave for hours missed. If the injury or illness is determined to be job-related, the employer will issue a letter attesting to that status and the period (if any) during which taxes were withheld from wages paid.

Section 7.0 – Personal Days

Each fiscal year, three personal days (chargeable to sick leave) may be taken, with at least four days notice to, and with the approval of, the Fire Chief.

ARTICLE VIII – Pay

Section 1.0 – Salaries

<u>Rank</u>	<u>Yearly</u>	<u>Weekly</u>	<u>Regular Hourly</u>	<u>Overtime Hourly</u>	<u>Holiday</u>
For the period 1 July 2018 to 30 June 2019:					
Captain	\$60,200	\$1,157.69	\$27.56	\$41.35	\$289.42
Lieutenant	\$58,500	\$1,125.00	\$26.79	\$40.18	\$281.25
Fire Fighter 1st Class	\$55,700	\$1,071.15	\$25.50	\$38.26	\$267.79
Fire Fighter 2nd Class	\$52,000	\$1,000.00	\$23.81	\$35.71	\$250.00
Fire Fighter 3rd Class	\$50,000	\$961.54	\$22.89	\$34.34	\$240.38
Probationary Fire Fighter	\$47,000	\$903.85	\$21.52	\$32.28	\$225.96
For the period 1 July 2019 to 30 June 2020:					
Captain	\$61,400	\$1,180.77	\$28.11	\$42.17	\$295.19
Lieutenant	\$59,700	\$1,148.08	\$27.34	\$41.00	\$287.02
Fire Fighter 1st Class	\$56,800	\$1,092.31	\$26.01	\$39.01	\$273.08
Fire Fighter 2nd Class	\$53,000	\$1,019.23	\$24.27	\$36.40	\$254.81
Fire Fighter 3rd Class	\$50,500	\$971.15	\$23.12	\$34.68	\$242.79
Probationary Fire Fighter	\$47,500	\$913.46	\$21.75	\$32.62	\$228.37
For the period 1 July 2020 to 30 June 2021:					
Captain	\$62,600	\$1,203.85	\$28.66	\$42.99	\$300.96
Lieutenant	\$60,900	\$1,171.15	\$27.88	\$41.83	\$292.79
Fire Fighter 1st Class	\$58,000	\$1,115.38	\$26.56	\$39.84	\$278.85
Fire Fighter 2nd Class	\$54,000	\$1,038.46	\$24.73	\$37.09	\$259.62
Fire Fighter 3rd Class	\$51,000	\$980.77	\$23.35	\$35.03	\$245.19
Probationary Fire Fighter	\$48,000	\$923.08	\$21.98	\$32.97	\$230.77

Section 2.0 – Longevity Supplement

In addition to salaries, there shall be paid a longevity supplement. This supplement shall be computed on the basis of the employee's salary for each contract year, and shall be paid in two increments: first increment between July 1 and July 15; second increment between January 1 and January 15 of the contract year.

Effective July 1 2018:

<u>Percentage of Annual Salary</u>	<u>Years of Service as of 1 July</u>
4.0%	5 to less than 10 years
5.0%	10 to less than 15 years
6.0%	15 to less than 20 years
7.0%	20 years or over

Effective July 1 2020:

<u>Percentage of Annual Salary</u>	<u>Years of Service as of 1 July</u>
4.5%	5 to less than 10 years
5.5%	10 to less than 15 years
6.5%	15 to less than 20 years
7.5%	20 years or over

Section 3.0 – Incentive Allowance

An incentive allowance shall be paid to each employee covered by this Agreement who has attained and maintained a license as indicated below. The allowance shall be paid annually by November 15th.

- EMTC/AEMT shall receive an annual incentive allowance of \$1500.
- EMT Paramedic shall receive an annual incentive allowance of \$1750.
- EMT shall receive an annual allowance of \$750.
- Fire Marshall shall receive an annual incentive allowance of \$1100.

Section 4.0 – Working Out of Rank

A member serving as Acting Chief will be paid a daily stipend of \$100. If called to duty as Acting Chief outside scheduled working hours, the member will additionally be paid overtime at the member's established overtime rate. A Firefighter who serves as a shift supervisor will be paid Lieutenant's pay for the hours served and shall assume the duties of a Lieutenant. Any member working overtime is not entitled to working out of rank pay.

ARTICLE IX – Details

Section 1.0 – Non-Civic Details

Whenever an employee is assigned to a non-civic detail, he/she will be compensated at a rate equal to twice the hourly rate of pay of a Firefighter for the hours worked. The detail firefighter shall be compensated for a minimum of four hours. All details will be offered by length of service. In the event no employee has voluntarily taken a detail, an employee will be ordered to work. Ordering an employee back for a detail will be by reverse length of service.

ARTICLE X – Grievances

Section 1.0 – Grievances

A grievance is a dispute or difference of opinion raised by an employee or Local 3957 IAFF, concerning an issue covered by this Agreement. For the purpose of resolving alleged grievances arising out of the interpretation of this contract, the following grievance procedure is prescribed:

- a) If the Executive Board of the Union feels that there is justification in a complaint, it shall appoint a representative to arrange a meeting with the Chief. No grievance shall be entertained or processed unless it is submitted in writing within fifteen days of the knowledge of the occurrence of the event giving rise to the grievance.
- b) Within fifteen days of the meeting between the Chief and the union representative, the Chief shall render a written decision to the union.
- c) If the aggrieved member or the Executive Board is not satisfied with the decision of the Chief, either shall, within fifteen days, notify the Chief in writing.
- d) By copy of the notification to the Chief, the Union may appeal to the Town Council. The Town Council shall notify the Union in writing within fifteen days of its intention to grant, deny or consider in executive session the resolution to the grievance. If a grievance is not timely presented, it shall be considered “waived”.
- e) If the Town does not answer an appeal thereof within twenty-five days, the grievant and the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.
- f) In the event that the grievance cannot be satisfactorily settled between the Union and the Town the matter shall be submitted to arbitration as set forth hereinafter.
- g) It is expressly understood by the parties hereto that the members of the Little Compton Fire Department shall have no right to engage in any work stoppage, slowdown, or strike.

h) It is agreed that nothing herein shall in any way prohibit the Town from discharging or otherwise disciplining any member of the Fire Department regardless of his/her length of service, for just cause. In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a written complaint with the Town within fifteen days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration procedure herein provided. If the complaint is not filed within the time specified, the said discharge shall be deemed absolute.

i) In the event the complaint shall involve suspension of any fire fighter the Town Council shall meet within fifteen days and decide whether or not the suspension should be continued. If the Town Council finds that the suspension should be lifted, the fire fighter shall be reinstated with pay. If the Town Council finds that the suspension should be continued, the fire fighter shall have the right to appeal the suspension in accordance with the provisions of this Agreement.

Section 2.0 – Arbitration

a) Within fifteen days from the expiration of the period set forth in Section 1.0, Paragraph (e), the Town and the Union shall appoint an arbitrator to represent them and each shall notify the other of the name so designated by it as its representative. They shall meet and appoint a third disinterested person within fifteen days who shall act as Chairperson of the Board of Arbitrators. In the event that the two (2) arbitrators cannot agree upon a third disinterested person, they shall request the assignment of an arbitrator by the American Arbitration Association.

b) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his/her grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his/her own choosing.

c) Any decision handed down by the majority of the Arbitration Board shall be final and binding upon the parties hereto.

d) All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

e) Only grievances arising out of the provisions of this contract relative to the application and interpretation thereof, and suspensions, demotions, and terminations other than for probationary employees, may be submitted to arbitration.

f) The arbitrators shall have no right to add to or subtract from the provisions of this agreement. They shall only consider and make binding an award with respect to the specific issue submitted to him/her in writing by the Town and the Union and shall have no authority to make an award on any other issue not so submitted to him/her. The award shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

ARTICLE XI – Union Matters

Section 1.0 – Time Off For Union Duties

All members of the Fire Department who are officers or delegates of Local 3957 shall be allowed reasonable time off for official union business within the Town with pay and without requirement to make up said time. All members of the Fire Department who are officers of Local 3957 shall be allowed time off with pay to attend all meetings of the Rhode Island State Association of Fire Fighters up to a maximum of two days per year.

Section 2.0 – Union Bulletin Board and Filing Cabinet

The Town agrees to provide adequate accessible space for, and allow the Union to maintain a bulletin board and filing cabinet in an accessible area of the fire station, for the exclusive use by the Union.

ARTICLE XII – Benefits

Section 1.0 – Pension Plan

All full-time members of the Fire Department are included in the Town Pension Plan. All employees hired on or after 1 July 2012 shall contribute seven percent of salary annually toward their pension via pre-tax bi-weekly payroll deduction. For employees hired on or after 1 July 2012, the cost of living adjustment provided by the Pension Plan shall be applied only to the first \$25,000 of a retiree's pension.

a) Normal Retirement. The pension plan shall allow employees to retire after twenty-five (25) years of service at fifty percent (50%) of their highest annual salary regardless of age. Employees receive an additional two percent (2%) per year for each year of service between the

twenty-fifth (25th) and thirtieth (30th) years of service for a maximum of sixty percent (60%) of their highest annual salary. Annual salary is defined in Article VIII, Section 1.0. In determining annual salary, no credit shall be given for overtime or any other payment that is not part of the employee's base salary. The monthly retirement benefit of a Participant who has retired shall be increased annually by two percent (2%) as of July 1 of each year to reflect a cost of living increase.

b) Disability Retirement. The retirement of permanent members of the Fire Department due to disability will be governed by the Town of Little Compton ordinance entitled "Disability Retirement for Full-time Police Officers and Firefighters/EMTs" adopted pursuant to Rhode Island General Laws 45-19-19.

Section 2.0 – Medical and Dental Insurance

a) All permanent members who are full-time employees of the Fire Department will receive medical and dental benefits (Family Plan or Individual as eligible). An annual medical insurance cost share as a percentage of annual premium will be deducted in equal pre-tax increments from each active duty employee's bi-weekly pay, as follows:

- FY19 17% of premium
- FY20 18% of premium
- FY21 20% of premium

b) Members who opt out will be compensated \$5000 if eligible for a family plan or \$2500 if eligible for an individual plan.

c) All fire fighters who retire from the Fire Department will continue to receive medical health insurance on the same level as other full-time employees of the Fire Department until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs. If a fire fighter receives such insurance under a policy held by a spouse, the Town of Little Compton shall not be required to purchase said insurance for the retired fire fighter.

d) No employee hired on or after 1 July 2012 shall be entitled to receive healthcare benefits after retirement.

e) The Town shall have the option of providing health and dental insurance through a health insurance provider other than the current providers if the benefits offered by said health insurance provider are equal to current benefits and the administrative aspects to the employee are

comparable. The Summary of Benefits for the Town of Little Compton Fire Group dated January 2008 is the basis for establishing current medical benefits.

f) The Town agrees to facilitate access to Plan 65 for interested retirees, providing no cost to the Town results.

Section 3.0 – Deferred Compensation

Employees covered by this Agreement shall be permitted to enroll in the Deferred Compensation (“457”) Plan offered by the Town or the IAFF Financial Corporation.

Section 4.0 – Life Insurance

Employees will be provided life insurance under the Town plan at a level of \$30,000.

ARTICLE XIII – Pay Periods

Section 1.0 – Pay Periods

Employees covered hereunder shall be paid their regular pay every other Friday. Overtime pay will be paid as described in Article V.

ARTICLE XIV – Continuing Education

Section 1.0 – Town Reimbursement For Continuing Education

The Town shall reimburse employees covered by this Agreement for expenses related to continuing education, including but not limited to: seminars, college courses related to a Fire Science degree program, fire fighter training and EMT courses. Only those continuing education courses, seminars, etc. that have been approved by the Chief will be eligible for expense reimbursement. Expense reimbursement shall be for attendance fees, textbooks, and all other required material and shall be processed for payment upon the verification of a passing grade or certificate of completion.

Any employee covered by this Agreement who needs time off to attend continuing education courses shall be allowed such time off, with the approval of the Chief, without being required to make up said time off. Upon their request, all employees covered by this Agreement shall be allowed to attend an NFPA 1001 (Fire Fighter 1) training course after they have completed their probationary

period. This course shall be offered to them for the next available class when it becomes available in the Newport County area.

ARTICLE XV – Severability

Section 1.0 – Severability

If any provisions of this Agreement or application thereof to any person or circumstances is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances other than those to which is held invalid, shall not be affected thereby.

ARTICLE XVI – Duration

Section 1.0 – Duration Of This Agreement

All provisions of this Agreement shall go into effect on July 1, 2018, and extend to June 30, 2021, and thereafter remain in effect from year to year unless either party hereto at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town gives written notice to the other party of its intention to terminate or amend this Agreement.

Attachment 1

This schedule is not a mandate to fill shifts and does not constitute minimum manning or minimum staffing.

Employees whose work schedules are A, B, C and D shall rotate as follows:

	SUN <u>D N</u>	MON <u>D N</u>	TUE <u>D N</u>	WED <u>D N</u>	THU <u>D N</u>	FRI <u>D N</u>	SAT <u>D N</u>
Week #1	A B	A B	C A	C A	D C	D C	B D
Week #2	B D	A B	A B	C A	C A	D C	D C
Week #3	B D	B D	A B	A B	C A	C A	D C
Week #4	D C	B D	B D	A B	A B	C A	C A
Week #5	D C	D C	B D	B D	A B	A B	C A
Week #6	C A	D C	D C	B D	B D	A B	A B
Week #7	C A	C A	D C	D C	B D	B D	A B
Week #8	A B	C A	C A	D C	D C	B D	B D

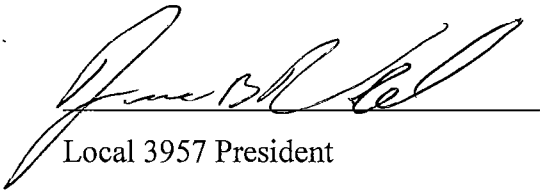
Employees whose work schedules are E, F, G and H shall rotate as follows:

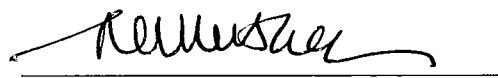
	SUN <u>D N</u>	MON <u>D N</u>	TUE <u>D N</u>	WED <u>D N</u>	THUR <u>D N</u>	FRI <u>D N</u>	SAT <u>D N</u>
Week #1	F E	G F	G F	H G	H G	E H	E H
Week #2	F E	F E	G F	G F	H G	H G	E H
Week #3	E H	F E	F E	G F	G F	H G	H G
Week #4	E H	E H	F E	F E	G F	G F	H G
Week #5	H G	E H	E H	F E	F E	G F	G F
Week #6	H G	H G	E H	E H	F E	F E	G F
Week #7	G F	H G	H G	E H	E H	F E	F E
Week #8	G F	G F	H G	H G	E H	E H	F E

Attachment 2

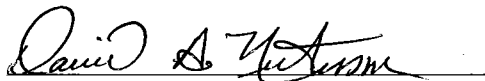
Education Courses and Point Value for Promotions

IN WITNESS WHEREOF, The said Town of Little Compton has caused this instrument to be executed and its corporate seal affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Little Compton as of the day and year first above written, and the said Local 3957 IAFF has caused this instrument to be signed by its Union Representative and Local Union President thereunto duly authorized as of the day and year first above written.


Local 3957 President


Town Council President

Approved As To Form


Local 3957 Secretary/Treasurer

Town Solicitor

h) (EDUCATIONAL POINTS)

1 POINT

NFPA 1001-FF 1
NFPA 1001- FF 2
ACLS
PALS
NFPA 1002- Driver Operator
Hazmat Operations

2 POINTS

NFPA-1041 Fire Instructor
NFPA 1403 Live Burn Instructor
NFPA 1521- Safety Officer
NFPA 1021-Fire Officer
NFPA 1031- Fire Inspector
Hazmat Technician
Paramedic
Pals Instructor
ACLS Instructor

*union & chief can agree to add or subtract

i) The final rankings of said examination shall be tabulated by the Chief in an eligibility list which shall be delivered to the Union to be conspicuously posted in the Fire Station. The eligibility list shall be valid for a period of one year.

j) The Town Council reserves the right to choose from the two highest scoring candidates for the promotion.