

**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MIDDLETOWN**

**AND**

**MIDDLETOWN FIRE FIGHTERS ASSOCIATION**

**LOCAL 1933**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**AFL-CIO**

**EFFECTIVE JULY 1, 2014 TO JUNE 30, 2017**

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AGREEMENT

This Agreement entered into this \_\_ day of July A.D. 2014, by and between the Town of Middletown, Rhode Island, and the Middletown Fire Fighters Association, Local 1933 of the International Association of Fire Fighters, AFL-CIO.

WITNESSETH

In consideration of the mutual promises and undertakings hereinafter set forth, and in order to increase general efficiency within the Middletown Fire Department, maintain the existing harmonious relationship between the Town and its Fire Fighters and to promote their morale, rights, well being and security, the Town of Middletown, hereinafter referred to as the "Town", and the Middletown Fire Fighters Association, Local 1933 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", hereby agree to the following terms and conditions of employment of employees of the Middletown Fire Department for the fiscal years of said Town commencing July 1, 2014 and ending June 30, 2017.

## **ARTICLE 1. RECOGNITION**

The Town hereby recognizes that the Union is the sole representative of all employees of the Middletown Fire Department, with the exception of the Chief and the position of civilian administrative assistant, for the purposes of bargaining with respect to wages, rates of pay, hours of work and other terms and conditions of employment.

Employees on unpaid leave of absence or absent from service to the Town due to active military service or otherwise shall not be covered by this Agreement except to the extent required by law or as expressly otherwise provided in other Sections of this Agreement.

## **ARTICLE 2. ANTI-STRIKE PROVISIONS**

In accordance with Section 28-9.1-2 of the General Laws of Rhode Island, 1956, as amended, all members of the Fire Department covered by this Agreement shall have no right to engage in any work stoppage, slow down or strike.

## **ARTICLE 3. MANAGEMENT RIGHTS**

The Town shall have the sole power and authority to control the operation and management of the Fire Department, as provided by State Law, Town Ordinance and the Middletown Town Charter.

## **ARTICLE 4. UNION SECURITY**

(A) Any member of the Fire Department who is a member of Local 1933 as of July 1, 2014, and any member of the Fire Department who becomes a member of Local 1933 during the term of this Agreement, shall remain a member of Local 1933 for the duration of this Agreement.

(B) All present employees of the Fire Department of the Town of Middletown who are not members of Local 1933, International Association of Fire Fighters, AFL-CIO on the effective date hereof, shall not be required to become members of Local 1933 during the term of this Agreement, but shall as a condition of continued employment pay to Local 1933, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of Local 1933, which shall be

limited to an amount of money equal to Local 1933's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments levied upon its members in connection with its responsibilities as the collective bargaining agent for employees of the Middletown Fire Department.

(C) The failure to pay to Local 1933 charges and assessments in accordance with subparagraph (B) hereof, shall be considered a ground for dismissal under the provisions of this Agreement. The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article.

(D) The Town agrees to deduct union dues upon receipt of authorization cards from all members of Local 1933. Said dues shall be deducted from each bi-weekly payroll through the effective date of this Agreement. Dues collected will be forwarded to the Treasurer, Local 1933, the first of the month subsequent to collection date.

#### **ARTICLE 5. LEAVE OF ABSENCE WITHOUT PAY**

The Town Administrator may grant a regular employee leave without pay for a period of six (6) months, subject to the following conditions:

(A) Leave without pay may be granted only when it is in the interests of the Town to do so. The needs of the employee shall be considered when he or she has shown by his or her record to be of more than average value to the Town and when it is desirable to retain the employee even at some sacrifice.

(B) During an employee's approved leave of absence, his or her position may be filled by Temporary Appointment, Temporary Promotion or detail of another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position he or she vacated if the position still exists; or if not, to any other vacant position in the same class. If this is not possible, he or she shall be transferred to another position for which he or she qualifies and a vacancy exists or normal layoff procedures shall be used to assign the employee to a position, or to determine which employee shall be separated.

(C) Approved leave without pay shall not constitute a break in service, and approved leave for less than ninety (90) days shall have no impact on benefits of this Agreement, such as

annual or sick leave or pension benefits. Ninety (90) day extensions may be granted based on the circumstances.

- (D) Failure on the part of the employee to report promptly at the expiration of leave without pay may be cause for dismissal.
- (E) The employee shall have the option to request an extension of six (6) months for a total leave period not to exceed one (1) year.

## **ARTICLE 6. BEREAVEMENT LEAVE**

(A) Each employee shall be granted three (3) working days leave with pay in the event of a death of his/her mother, father, aunt, uncle, child, spouse, domestic partner, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, adopted children, stepparents and any stepchildren living within the household of the employee.

(B) Three (3) working days of leave with pay shall be granted in the event of the death of a spouse's or domestic partner's brother, sister, aunt, uncle, grandparent, or grandchild, or a stepparent or a stepchild residing outside the employee's household.

(C) Bereavement leave with pay, under subparagraph (A) above, will not be charged to sick leave or vacation time. Bereavement leave with pay, under subparagraph (B) above, will be charged to sick leave.

(D) The three (3) day period should maximally include the day after the date of notification to and including the day after the funeral. Additional days may be granted for extenuating circumstances, such as travel or religious mandates. If the additional days are needed the employee shall notify the Chief as to the need.

(E) Additional days granted under subparagraph (A) above shall be charged to sick leave. Additional days granted under subparagraph (B) above shall be charged to annual leave.

## **ARTICLE 7. UNION BUSINESS**

Those members of the Fire Department who are officers or representatives of the Union shall be allowed time off for official Union business on matters relating to bargaining with the Town, attending Labor Education Conferences and Seminars, State, Regional and National functions without loss of pay and with no requirement to make up said time off, provided

however that all requests for time off for such purposes be given at least 48 hours in advance when possible and further provided that no more than two (2) employees will be allowed time off with pay on any shift.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

The Town and the Union agree it is desirable to resolve problems and issues informally. Both parties further agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. For the purposes of this section, any reference to a “day” means a “weekday (M-F)”. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall take the matter up with his immediate supervisor who shall take the necessary steps to adjust the complaint if it is in his power to do so. The immediate supervisor shall respond to the employee prior to the end of the next tour of duty.

Step 2. If the immediate supervisor is unable or unwilling to adjust the grievance, the aggrieved employee shall take the matter up with the Executive Committee of Local 1933 within fifteen (15) days of the date of occurrence or knowledge thereof. If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall, through the President or Vice President of Local 1933, bring the grievance to the attention of the Fire Chief not later than fifteen (15) days from the date of the receipt of the grievance.

The Fire Chief shall meet with the President or Vice President of Local 1933 within (10) days of receipt of a request from the Executive Committee of Local 1933. If either party feels it necessary, the individual or individuals involved in the grievance shall appear at this meeting.

In addition to the foregoing procedure, Local 1933 shall have the right to bring a grievance on behalf of any employee or on its own behalf. In such a case the grievance shall be presented directly to the Fire Chief within thirty (30) days of the date of the occurrence of the alleged grievance.

The Fire Chief shall render a written decision within ten (10) days of said meeting.



Step 3. If the grievance is not resolved following the response at Step 2, the grievance may be presented to the Town Administrator within ten (10) days. Within ten (10) days of receiving the grievance, the Town Administrator shall call a meeting which shall include the Fire Chief, the complainant, members of the Executive Committee of Local 1933 and any other individuals involved in the complaint. The Town Administrator shall preside at the meeting and hear the entire case to obtain all of the facts. The Town Administrator shall render a written decision within ten (10) days of said meeting.

Step 4. If any agreement cannot be reached via the method herein set forth, Local 1933 may request arbitration by written notice thereof. The matter shall be referred to the American Arbitration Association (AAA) for selection of an arbitrator. Arbitration proceedings shall be in accordance with the AAA's voluntary arbitration rules. The arbitrator shall have no power to add to, or subtract from or change the terms of the contract but shall have the power to fashion any remedy he or she deems necessary, within these parameters. The decision of the arbitrator shall be final and binding upon the parties. Costs and expenses of the arbitrator shall be shared equally by the parties.

Should the Town fail to comply with the time limits herein, Local 1933 may appeal immediately to the next step. Time limits may be extended by mutual consent.

Any disciplinary action taken against any employee covered by this Agreement, including but not limited to removal, demotion, reduction in rank or suspension (with or without pay), shall be subject to the grievance procedure herein set forth. For the purposes of this section, Administrative Leave is not considered a disciplinary action, provided it does not exceed 30 days.

## **ARTICLE 9. MINIMUM STAFFING**

It shall be the responsibility of the Chief and /or Officer in charge of the on-duty shift to maintain a minimum of six (6) fire department personnel on duty, consisting of one (1) officer plus four (4) private fire fighters and one (1) civilian dispatcher, so as to properly fulfill the public safety responsibilities of the Fire Department. The Fire Inspector may be counted toward these minimum requirements as a private fire fighter.

New private fire fighters shall not be counted toward the minimum staffing requirements

until they have completed ninety (90) days on the Fire Department. New private fire fighters hired with more than one (1) year of experience as paid fire fighters from another paid fire department shall be counted after sixty (60) days.

The Town and Union agree to meet and discuss possible increases to the Minimum Staffing of the Fire Department if an additional station or additional territory is added to the public safety responsibilities of the Middletown Fire Department during the term of this Agreement.

The parties understand that the Town may employ part time and/or full time civilian personnel to serve as dispatchers. Members who currently serve as dispatchers will be assigned to line fire/rescue platoons. Fulltime civilian dispatchers will be members of the bargaining unit and will receive the benefits and be subject to the terms and conditions set forth in the Town's Personnel Ordinance unless otherwise specified by the express mention of civilian dispatchers, in a section or sections of this Agreement. Fulltime civilian dispatchers shall receive retirement benefits on the same terms as are applicable to the hourly employees in the Department of Public Works (e.g., those hired before July 1, 2012 shall be enrolled in the general Municipal Employees Retirement System, as amended, and those hired on or after July 1, 2012 shall be enrolled in a defined contribution plan only on the same terms as hourly DPW employees), and shall be eligible to receive health, dental, and life insurance coverage during the term of their employment on the terms set forth in this Agreement.. No other term of this Agreement shall be construed as mentioning or having reference to civilian dispatchers nor to have any application to civilian dispatchers who are members of the bargaining unit unless that term specifically states that it is "applicable to civilian dispatchers." Those articles of their Agreement that shall be applicable to civilian dispatchers who are members of their bargaining unit shall be Articles 1, 2, 3, 4, 8, 12, 28, 30 ,38(b), and 39 only. Civilian dispatchers' wage rates are attached at Appendix II.

Any civilian dispatcher possessing at least a current State of R.I. EMT-B certification upon hiring, shall enter at Step B as set forth in Appendix II.

All CPR, First Aid, and EMT-B certifications held by civilian dispatchers shall be refreshed in the same manner as is currently provided for Fire Department personnel.

The Lieutenant positions shall remain vacant until such time as both parties agree to fill them.

## **ARTICLE 10. OVERTIME**

(A) Employees covered by the terms of this Agreement shall be compensated at the rate of one and one-half (1-1/2) times their respective hourly rates for any and all work performed beyond their regular scheduled work, and shall be compensated for a minimum of two (2) hours when called back and a minimum of one (1) hour when working past their respective shift change at 8:00 a.m. or 6:00 p.m.

(B) When callback occurs within thirty (30) minutes of the start of shift change at 8:00 a.m. or 6:00 p.m., an employee on the oncoming shift shall be paid only one (1) hour for such callback.

(C) Overtime shall not be available to an employee for the shift immediately following the use of sick leave.

(D) Overtime rates shall be in accordance with the Federal Fair Labor Standards Act.

## **ARTICLE 11. INJURY OR ILLNESS IN THE LINE OF DUTY**

(A) When any employee covered by this Agreement contracts an illness or suffers an injury arising out of the performance of his or her duties, which does not permanently disable him/her from performing all of the duties of a fire fighter of the Middletown Fire Department, such employee shall be entitled to and shall receive the benefits set forth in Rhode Island General Laws, Chapter 45-19-1 during the period of his/her incapacity.

(B) When any employee covered by this Agreement contracts an illness or suffers any injury arising out of the performance of his or her duties, which permanently disables him/her from performing all of his/her duties as a fire fighter of the Middletown Fire Department, such employee shall be retired on disability pension at a rate of 66 2/3% of his/her final salary as defined in the applicable Pension Plan document, which may include some or all of the following and shall be the same as the basis for calculating a regular pension: wages, longevity, overtime, holiday pay, EMT pay, leave sellback. In addition thereto, the Town shall pay all medical, surgical, dental, optical, or other attendance or treatment, nurses and hospital services, medicines, crutches and apparatus, as may be necessary and which related to the illness or injury which disabled such employee.

(C) If the Town questions the disability of any employee, the Town shall have the right to have such employee examined by a physician of its selection. If the physician selected by the Town finds that the employee is not disabled from performing all of the duties of a fire fighter of the Middletown Fire Department, the employee shall be entitled to be examined by his/her own personal physician. Upon receipt of written notice from the Town physician that the employee is no longer disabled, the employee or union shall have five (5) weekdays to notify the Town of his/her intent to seek an alternate physician's opinion. If the opinion of the employee's personal physician is in conflict with that of the Town's physician as to whether or not the employee is disabled from performing all of the duties of a fire fighter of the Middletown Fire Department, then a third physician, mutually agreeable to the Town's physician and the employee's personal physician, shall be selected within forty-five (45) days. The third physician shall examine said employee promptly, and the opinion of the physician so selected shall be conclusive and binding on the Town and Employee.

If the third physician finds that the employee is disabled from performing all of the duties of a fire fighter of the Middletown Fire Department, the Town shall continue to pay said employee his/her benefits and the medical expenses hereinbefore referred to, and no further such examination shall take place.

If the third physician finds that the employee is capable of performing some of the duties of a fire fighter of the Middletown Fire Department, the Town shall offer such employee employment in such capacity in the Fire Department, and the employee shall not unreasonably refuse such work, without reduction in pay, and the Town shall continue to pay all medical expenses relating to said employee's illness or injury. In the event the Town does not offer the employee employment in the Fire Department in a position which he/she is found capable of performing, the Town shall continue to pay the employee his or her full salary and all medical expenses relating to such illness or injury referred to.

(D) No employee shall be deprived of the benefits provided above by being involuntarily placed on pension which the Town may provide for employees of the Fire Department.

(E) The foregoing shall not apply to employees in the State of Rhode Island Employee's Retirement System.

(F) Light Duty

Light duty shall consist of dispatcher or fire prevention duties. Qualifications for light duty shall be on-the-job or off-the-job injuries. To be eligible for light duty, employees must provide a medical certificate signed by the attending physician stating eligibility status for the performance of light duty. Employees shall sign a waiver releasing the Town from any further liability regarding the injury as a result of the employee's participation in the light duty position. The waiver shall also hold the Town harmless should said employee, after receiving the medical certificate, wish to perform other light duty tasks such as truck checks, maintenance or other duties that will not harm the employee.

If more than one (1) employee per platoon is eligible for light duty, the senior employee shall have priority. All others shall have the option to accept a temporary transfer to another shift or to fire prevention or to use sick leave if off duty for reason of illness or injury. Officers shall be included in eligibility for the light duty position.

## **ARTICLE 12. RULES AND REGULATIONS**

Each new member shall receive a copy of the Middletown Fire Department's Rules and Regulations before he or she reports for his or her first tour of duty. The Union 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 Administrator.

An advisory committee consisting of two (2) Fire Fighters and two (2) Captains shall be named by the Union to cooperate with the Chief in amending and updating said Rules and Regulations so that they will be pertinent to present day conditions and methods of the Fire Department.

The Rules and Regulations, as adopted or amended shall not contravene this agreement.

## **ARTICLE 13. HOURS**

Employees covered by this Agreement shall work a forty-two (42) hour a week schedule, as attached to this Agreement. The shifts shall be of two (2) consecutive ten (10) hour durations, 8:00 A.M. to 6:00 P.M. for the dayshift, and two (2) consecutive fourteen (14) hour durations, 6:00 P.M. to 8:00 A.M. for the nightshift. (See Appendix I)

Normal workweek, for Fire Marshal, Training Captain and Fire Inspector shall be five (5) days per week, Monday through Friday, 8:00 A.M. to 4:00 P.M. The Chief shall have the discretion to schedule administrative staff to a non-standard workweek, such as four (4) days per week, ten (10) hours per day.

## **ARTICLE 14. ANNUAL LEAVE**

Employees covered by this Agreement shall be allotted annual leave in the following manner, without loss of pay and such leave shall be credited as of July 1 of each year at the level that the employee will attain in that fiscal year:

1.	After six (6) months of service .....	4 working days
2.	After one (1) year of service .....	8 working days
3.	After two (2) years of service .....	14 working days/year
4.	After five (5) years of service .....	19 working days/year
5.	After fifteen (15) years of service .....	26 working days/year

Those firefighters eligible for the fourth annual leave tier as of June 30, 2014 will continue to receive 21 working days per year until such time as they are eligible for the fifth annual leave tier, (i.e., after fifteen years of service, and their names will be reflected in a side-letter agreement.) Those firefighters eligible for the fifth annual leave tier as of June 30, 2014 will continue to receive 28 working days per year, and their names will be reflected in a side-letter agreement.

(A) Employees shall have the option of selling back up to four (4) days of annual leave per year. Each employee wishing to sell back unused annual leave must document the number of days they will be selling back in the next fiscal year, during the Open Enrollment period administered by the Finance Office held during the month of January.

(B) For the purposes of payback of annual leave upon separation from service or for sellback of days as provided in this section, one (1) day of annual leave shall equal twelve (12) hours.

(C) Days of annual leave shall be used in accordance with the employees personal wishes whenever possible.

(D) An employee's length of service shall not be reduced by sick or injury leave or authorized leave of absence of three (3) months or less. The Town shall furnish the Union an annual leave roster, listing the personnel by seniority and showing the amount of annual leave allotted to each person, not later than thirty (30) days prior to July 1st of each year.

(E) During the period from June 1 to June 10, personnel will be granted an annual leave period ("Guaranteed Leave"); by seniority; as requested; for accumulated leave on the following basis:

- (1) Personnel accumulating annual leave at the rate of twenty-six (26) days per year will be granted a leave period not to exceed three (3) tours, plus four (4) individual days; or four (4) tours.
- (2) Personnel accumulating annual leave at the rate of nineteen (19) days per year will be granted a leave period not to exceed two (2) tours, plus four (4) individual days; or three (3) tours.
- (3) Personnel accumulating annual leave at the rate of fourteen (14) days per year will be granted a leave period not to exceed one (1) tour, plus four (4) individual days; or two (2) tours.

(F) Prior to June 10th requests for leave for the ensuing fiscal year (July 1 - June 30) will be approved on the basis of seniority, according to rank, and subject to the provisions of this Article.

(G) Any request for leave encompassing four (4) or more consecutive days, submitted at least ten (10) days prior to the leave period shall take precedence, in effect canceling leave of less than four (4) days regardless of prior approval with the exception of "Guaranteed Leave". Any employee whose leave is to be canceled shall have the option of upgrading his leave period to four (4) consecutive days or accepting the cancellation. If more than one (1) employee is so affected, seniority shall prevail among those having leave with prior approval. Leave granted under this provision may not be canceled.

(H) Leave periods in excess of sixteen (16) consecutive days shall not be granted, except in a documented personal emergency in which case approval of a Chief officer is required.

(I) No leave shall be approved for dates scheduled for E.M.S. training subsequent to the posting of those dates; or during any period for which the Chief, by written order, shall order no additional leave be granted. No leave having prior approval shall be canceled for any of the purposes in this paragraph.

(J) In the case of a public emergency, leave may be canceled and an employee recalled for duty. "Guaranteed Leave" may be canceled by the employee only under the following conditions:

- 1) Only the full tour or individual day(s) originally granted may be canceled.
- 2) All other members that may be affected by the cancellation must be notified or the request must be posted.
- 3) Request for cancellation must be submitted at least 45 days prior to the "Guaranteed Leave" date(s).
- 4) In the case of an on-the-job injury, "Guaranteed Leave" may be canceled at any time.
- 5) Guaranteed Leave may be cancelled at any time, by the employee, when it conflicts with Bereavement Leave.

(K) Annual leave may be accumulated in excess of sixty (60) days; provided, however, that as of June 30 of each year, accumulated annual leave shall not exceed sixty (60) days.

## **ARTICLE 15. CLOTHING MAINTENANCE ALLOWANCE**

Each member of the Middletown Fire Department shall receive an annual allowance for maintenance of clothing and equipment, as indicated below which shall be paid within six (6) weeks of commencement of the fiscal year of the Town of Middletown:

Firefighter/Officer:

FY 2014-2015: \$ 900.00

FY 2015-2016: \$1,000.00

FY 2016-2017: \$1,100.00

Civilian Dispatcher (Full time):

FY 2014-2015: \$450.00

FY 2015-2016: \$500.00

FY 2016-2017: \$550.00



Upon retirement or other termination from the Fire Department, employees shall return any serviceable PPE, personal issue SCBA mask, PASS device and ID cards to the Fire Department. A “Retired Fire Fighter” ID card will be issued upon retirement.

Clothing maintenance allowance shall be considered full payment for purchase of station uniforms mandated by 1988 legislation implementing the requirements of NFPA Standard 1500 (1987 edition)

The Town shall provide each new member with the new clothing and personal protective equipment listed below and such clothing and equipment shall be issued within sixty (60) days of employment.

- 1 Bunker Coat with scotchlite trim and initials
- 1 Pair Bunker trousers with suspenders
- 1 Pair leather short boots with safety soles
- 1 Pair long boots with safety soles
- 1 Helmet with chin strap and adequate eye protection
- 1 Nomex hood
- 2 Spanner wrenches
- 1 Hose strap
- 1 Pair insulated fire fighting gloves
- 1 Rechargeable flashlight; Streamlight Survivor Model SL-90X or equivalent
- 1 Utility jacket
- 1 Dress uniform with hat, shirt and tie
- 1 Hat badge and 1 shirt badge
- 1 40’ Kevlar safety rope with carabiner
- 1 Utility gloves
- 1 Safety vest
- 1 Safety Glasses
- 1 Personal issue SCBA mask and storage bag
- 1 Name tag
- 1 Tubular nylon self-rescue strap (1” x 15’)

All other clothing or equipment that shall be required shall be initially provided by the Town of Middletown.

In addition to the above items, the Town of Middletown agrees to refurnish any of the above clothing or protective gear that is damaged in the line of duty to such a degree that it does not meet NFPA standards as determined by the Chief of the Fire Department. Up to one new pair of structural fire fighting gloves shall be issued per year at the request of the fire fighter.

## **ARTICLE 16. PROMOTIONAL PROCEDURE**

### (A) **ELIGIBILITY**

1) **Fire Marshal**: In order to take the promotional examination for Fire Marshal, an applicant shall be an employee of the Middletown Fire Department and shall have been an officer of the Middletown Fire Department for at least five (5) years. In the event that there shall be less than three (3) officers taking any promotional exam for Fire Marshal, the same shall be open to all permanent employees of the Middletown Fire Department with at least ten (10) years service on the Middletown Fire Department as of the date of the written examination.

2) **Training Captain**: In order to take the promotional examination for Training Captain, an applicant shall be an employee of the Middletown Fire Department and shall have been a Shift Captain of the Middletown Fire Department for at least two and one half (2-1/2) years. In the event that there shall be less than three (3) Shift Captains taking any promotional exam for Training Captain, the same shall be open to all permanent employees of the Middletown Fire Department with at least seven and one half (7-1/2) years service on the Middletown Fire Department as of the date of the written examination.

3) **Shift Captain**: In order to take the promotional examination for Shift Captain, an applicant shall be an employee of the Middletown Fire Department and shall have been a Lieutenant of the Middletown Fire Department for at least two and one half (2-1/2) years. In the event that there shall be less than three (3) Lieutenants taking any promotional exam for Shift Captain, the same shall be open to all permanent employees of the Middletown Fire Department with at least seven and one half (7-1/2) years service on the Middletown Fire Department as of the date of the written examination.

4) Fire Inspector Lieutenant: In order to take the promotional examination for Fire Inspector Lieutenant, an applicant shall be an employee of the Middletown Fire Department and shall have at least five (5) years service on the Middletown Fire Department, as of the date of the written examination, including his/her probationary period.

5) Lieutenant: In order to take the promotional examination for Lieutenant, an applicant shall be an employee of the Middletown Fire Department and shall have at least five (5) years of service on the Middletown Fire Department, as of the date of the written examination, including his/her probationary period.

(B) PROMOTIONAL EXAMINATION PROCEDURE

All promotional examinations shall consist of written examination, career enrichment credit points and seniority points based upon service on the Middletown Fire Department in accordance with the point system set forth below.

(C) PROMOTIONAL EXAMINATION POINT SYSTEM

1) A minimum of one hundred (100) points shall be allocated to the written examination with the exact number of points specified in the notice of any examination. A grade of 70% must be obtained on any written promotional examination in order to proceed further in the promotional process, except as provided by Section (D)(6) of this Article.

2) One (1) point for each full year of service on the Middletown Fire Department shall be awarded.

3) Twenty (20) points shall be allocated to the career enrichment credit portion. Points shall be allocated in the following manner and shall be granted prior to the written exam:

<u>FACTOR</u>		<u>POINTS</u>
Fire Science Degree	M.S.	5
	B.S.	4
	A.S.	3
If no candidate has a M.S. then B.S.		5
If no candidate has a B.S. then A.S.		5
If no candidate has any degree, then points assigned on per credit basis		3
Performance (Chief's points)		5
Promotional Board to be made up of three (3) non-interested firefighters chosen by Local 1933		3
Fire Safety, Suppression and Investigation, Rescue and Emergency Medical instruction from an approved agency.		
0.1 point per 8 hours of instruction	Maximum of	<u>7</u>
	TOTAL	20

4) No points shall be allotted for veterans preference credit.

(D) PROCEDURE

1) No promotional examination shall be given without notice of such examination having been given to all employees of the Middletown Fire Department at least ninety (90) days prior to the date set for the written examination provided, however, that in emergency situations such ninety (90) days notice period may be shortened upon the mutual agreement of the parties hereto.

2) Any promotional examination notice shall contain the source materials from which the written examination will be compiled.

3) All promotional examinations will be conducted by the Personnel Board in accordance with the Middletown Town Charter, Town Code and this Agreement.

4) In the event the person finishing highest is not appointed to a vacancy, the appointing authority shall furnish to the Personnel Board and to Local 1933 his or her reasons therefore in writing.

5) All vacancies shall be filled within ninety (90) days of the occurrence of the vacancy.

6) In the event no candidate passes the written examination, the reading period for the second written examination shall be sixty (60) days. After two testing cycles, the Chief may appoint a candidate to the position on a temporary basis, provided the candidate scored over sixty (60) points on the written examination. If the Chief makes such a temporary appointment, the appointee will then have one-hundred twenty (120) days to retake and pass the written examination, after which he/she will be appointed to the position. If the temporary appointee does not pass the written examination, the Chief may continue the temporary appointee in the position. If the Chief chooses not to continue the appointment, the testing process shall begin again.

(E) NEW POSITIONS

In the event any new rank is created within the Middletown Fire Department, the parties hereto will meet to work out eligibility requirements for promotion to such position.

(F) EXAMINATION BOOKS

The Town will maintain two (2) sets of reference materials within the fire station for each promotional examination that is administered.

## **ARTICLE 17. INSURANCE**

The Town shall provide the following for all fire fighters covered under this Agreement:

- (A) Effective July 1, 2014, the Town shall make available a PPO insurance product and a High Deductible (\$2,000 / \$4,000) Health Savings Account (HSA) product. Employees shall choose one of the two health insurance options.

The plan design for the PPO product shall consist of:

- A \$500 deductible/coinsurance plan
- Primary Care Physician office visits \$15.00
- Specialist's office visits \$25.00
- Urge-Medical Centers \$25.00
- Emergency Room visits \$100.00
- Vision Rider \$100.00
- Chiropractic office visits – 12 annual visits
- Prescription Plan -     \$ 7.00 Generic Brands  
                                   \$30.00 Preferred Brand Name  
                                   \$50.00 Non-Preferred Brand  
                                   \$50.00 Specialty Rx

The plan design for the High Deductible HSA Plan shall consist of a \$2,000 (individual) / \$4,000 (family) standard deductible. The Town will advance to the employee's HSA in the first pay period in July up to \$4,000 for a family plan and up to \$2,000 for an individual plan. The Town's advance shall be repaid by the employee in approximately equal installments in each pay period during the fiscal year via pre-tax deduction. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the Town's advance in full, which the Town may deduct from such employee's final paycheck. A one-time \$500 payment will be made to each member's HSA account that transfers to the HSA during the term of this Agreement.

The Town shall pay no more than the following amounts toward the cost of either the PPO plan or the High Deductible HSA plan:

- (1) Commencing July 1, 2014: \$13,185 toward family health coverage or \$5,035 toward individual coverage;
- (2) Commencing July 1, 2015: \$13,449 toward family health coverage or \$5,136 toward individual health coverage;
- (3) Commencing July 1, 2016: \$13,718 toward family health coverage or \$5,239 toward individual health coverage.

Any increases in the health plan premium costs over and above the foregoing amounts in each fiscal year will be split between the Town and the employee, at the rate of 50% by the Town and 50% by the employee. For example, if an employee elects a family health plan listed above and the plan costs \$13,449 in FY 2016, the Town will contribute \$13,449 toward the plan premium, and the employee will contribute \$0 toward the plan premium. If, however, an employee elects a family health plan listed above and the plan costs \$13,549 in FY 2016, the Town will contribute \$13,499 toward the plan premium and the employee will contribute \$50 toward the plan premium. Any employee premium contributions will be made through a pre-tax payroll deduction.

- (B) Effective January 1, 2011, the Town shall pay 80% of the cost of Delta Dental with Levels I, II, III, and IV to all employees and their families.
- (C) Upon retirement, Fire Fighters of the Middletown Fire Department shall receive the same health care coverage, not to include dental insurance, which can be purchased through the town, as is provided to active employees. For fire fighters retiring as of July 1, 2004, the Town may provide two individual health and/or dental insurance plans for the retiree and spouse in lieu of one family plan, when there are no dependents eligible for coverage or for employee and dependents when there is no spouse eligible, once the Town health plan has been amended to accommodate these tiered choices. If dependants or spouse need to be added, the retiree may transfer back to a Family plan at that time. If a fire fighter, retiring as of July 1, 2004, is eligible to receive the same health insurance coverage under a policy held by a spouse, the Town shall not be required to maintain the group health insurance coverage for the retiree during the period covered on the spouses plan. If no longer eligible for coverage under the spouses plan the Town coverage shall be reinstated. During the period of coverage under the spouses plan the Town shall reimburse the employee for any expenses incurred for such coverage and such reimbursement shall be on a tax free basis. Upon attainment of the appropriate age, retirees shall enroll in Blue Cross Plan 65 with Blue Medicare RX Group Waiver 5/15/30 and Skilled Nursing Rider and Medicare Part B, with an additional policy to maintain family coverage, if needed. Such coverage shall be individual or family dependent on status. Upon submission of proof of enrollment in June and December of each year, the

Town shall reimburse the Part B Medicare cost to retirees. Blue Chip for Medicare shall be available to the retiree at his or her option. Firefighters retiring between January 1, 2011 and June 30, 2014, must contribute twenty (20%) percent of the cost of monthly premium for the applicable coverage under this subsection (C) in order to be eligible to receive it. (Firefighters eligible for retirement as of January 1, 2011 and who retire on or before February 28, 2011, shall not be subject to the twenty (20%) percent retiree health care contribution nor to the plan redesign that took effect as a result of the 2010-2011 arbitrated agreement.). Firefighters retiring on or after July 1, 2014 shall be subject to the cost-sharing provisions set forth in subsection (A) of this Article.

- (D) For purposes of on-the-job injury coverage, all Middletown Fire Fighters are required to be enrolled through the Town's plan under IOD coverage.
- (E) The Town further agrees to purchase life insurance, 24-hour coverage, from the Rhode Island State Association of Fire Fighters at the premium rate quoted for the next one (1) fiscal year. Coverage for the period of this Agreement will be Fifty Thousand Dollars (\$50,000.00). (Premium cost: \$0.38 per \$1,000.00 per employee per month)
- (F) Line of duty death benefit.

In the event a fire fighter dies in the line of duty, the Town shall pay all funeral expenses up to a maximum of Twenty thousand dollars (\$20,000.00) per member. The Town will also pay to the deceased member's estate such member's accrued, unused sick leave at the member's regular rate of pay in lieu of the payment set forth in Article 21(C).(G)

Civilian Dispatchers, who retire after twenty five (25) or more years of employment with the Middletown fire department, will be provided the same level of individual health care coverage as is provided to employees, provided that such retired Dispatchers shall pay 50% of the cost of such coverage. Such coverage will be offered to such retirees until they become eligible to obtain coverage by other health insurance, whether due to a spouse's employment, their own employment, any government program or otherwise. No employee or retiree shall be eligible for town sponsored coverage unless he/she provides the town on or before July 1 of each year with an affidavit averring that the employee or retiree is not eligible to obtain such alternate coverage.



## **ARTICLE 18. SENIORITY**

(A) Seniority shall be by classification and consist of relative length of service to the Town of each employee in his respective classification. An employee's length of service shall not be reduced by lost time due to sick or injury leave or authorized leave of absence of not more than three (3) months.

(B) In the event that two (2) or more employees first report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appeared on the eligibility list from which their appointment or promotion to such classification is made, with employees standing higher on such eligibility list having the higher seniority.

(C) Thirty (30) days prior to July 1, of each year the Town shall furnish the Secretary of the Union a copy of the proposed seniority list. The Town and the Union shall have thirty (30) days in which to make any corrections or changes in said list and to signify their approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be furnished to the Union and posted and maintained on the Bulletin Board of the Fire Station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

(D) In the absence of an officer in charge, said officer shall be replaced, as far as possible, by a member of at least equal rank.

(E) In the event of an officer being absent and cannot be replaced by a member of at least equal rank, the senior fire fighter on duty shall perform the duties of said officer. The Chief or the officer in charge may, for cause, pass over the senior man, but in this event, the Chief or officer in charge shall inform the passed man in writing of the reasons why he feels this man is not capable of performing the duties required.

(F) Temporary vacancies - In the event of a temporary vacancy of an officer, due to sick or injury leave or authorized leave of absence, said vacancy may be filled by temporary assignment. The temporary assignment shall be made utilizing the next candidate on the eligibility list for that rank and shall be for no less than sixty (60) days nor more than 180 days. During that period, employees so assigned shall receive all the pay and benefits afforded employees in those permanent positions.

**ARTICLE 19. DUTIES**

The duties of the members of the Middletown Fire Department shall be the protection and saving of human lives and the prevention, control and extinguishing of fires, together with all necessary service functions, including maintenance and cleaning of equipment, apparatus and buildings of the Fire Department and other duties relating to the Fire Department deemed necessary by the Chief.

**ARTICLE 20. PAID HOLIDAYS**

(A) Members of the Middletown Fire Department covered by this agreement shall be compensated at the rate of twenty-five percent (25%) of their respective weekly salary for the following holidays, and if a holiday shall occur during a period of a member's annual leave, such member shall have the option of one (1) day additional leave or such compensation.

- |                                |                              |
|--------------------------------|------------------------------|
| 1. New Year's Day              | 8. Labor Day                 |
| 2. Martin Luther King, Jr. Day | 9. Columbus Day              |
| 3. Lincoln's Birthday          | 10. Veterans Day             |
| 4. Washington's Birthday       | 11. Thanksgiving Day         |
| 5. Memorial Day                | 12. Christmas Day            |
| 6. Independence Day            | 13. Any other day declared a |
| 7. Victory Day                 | holiday by the Town Council  |

(B) The Town agrees to recognize Martin Luther King, Jr. Day as a holiday for full-time civilian dispatchers, in addition to the holidays recognized in the Town's Personnel Ordinance.

**ARTICLE 21. SICK LEAVE**

(A) Members of the Middletown Fire Department covered by this Agreement shall accrue and be credited with sick leave to be used for illness or injuries not covered in Article 11 in the following manner:

1. Nine (9) hours per month, for a total of one hundred eight ((108) hours per year.
2. Sick leave will be credited on an unlimited accumulated basis.

In charging such leave, any hour of absence of work up to eight (8) hours on any tour of duty will be charged on an hour for hour basis. For hours over eight (8) on any tour of duty, there shall be no additional charge against sick leave.

Personnel on sick leave of two (2) or less consecutive working shifts will be expected to remain at their residence of record unless at a diagnostic or treatment facility.

(B) Use of sick leave to care for a member of the immediate family shall be allowed with the following conditions:

- 1) Up to 24 hours per year may be used provided the family member is living within the employee's home and the employee furnishes satisfactory proof of illness and the necessity for attending to the immediate family member.
- 2) Immediate family member shall mean spouse, domestic partner and children
- 3) Other sick leave use shall meet the requirements set forth in Title III Chapter 37.077 through 37.082 of the Middletown Town Code.

(C) A fire fighter, upon retirement, death or termination from Town employment for reasons other than gross misconduct, shall be paid for all of his unused accumulated sick leave time. If payment is to be made for unused accumulated sick leave, either on retirement, death or termination of a fire fighter, to the fire fighter's family or estate at the time of death, it shall be paid at the rate of Six Dollars (\$6.00) per hour.

- (i) The above payment shall not be included for pension calculation purposes except as indicated in (ii) below.
- (ii) Three Thousand Dollars (\$3000.00) of the above amount may be credited to the fire fighter's pension account for calculating pension benefits at the fire fighter's request. The employee pension contribution shall be made on this option as prescribed by Article 22.

## **ARTICLE 22. PENSION**

The Town shall continue to provide a pension plan as in the past, except that this shall not be interpreted to mean that the benefits provided under such plan may not be improved to benefit the employees covered by this Agreement. The employee's contribution to said pension plan

shall be nine (9%) percent of said employee's gross weekly salary and such contribution shall be taken on a pretax basis.

The Town agrees to amend the Pension Plan, effective July 1, 1993, to allow retirement for employees covered by this Agreement, after twenty (20) years of service at fifty-five (55%) percent of the average of the employee's three (3) highest years of income. The Town further agrees that employees who remain on the Department after twenty (20) years of service shall receive an additional two and three quarter (2.75%) percent for each year of service up to a maximum of seventy-five (75%) percent of the average of the employee's three (3) highest years of income. This shall be retroactive to the first day of employment, and/or participation in the plan.

All employees shall be vested after ten (10) years of service in the pension system and shall be allowed to collect their pension following the first (1st) day they would have completed twenty (20) years of service in the pension system.

All employees hired after July 1, 2004 shall be enrolled in the State Retirement System pursuant to R.I.G.L. 45-21.2-22 (20 year retirement), with Plan C cost of living adjustment set forth in R.I.G.L. 45-21.52(3). Membership eligibility and contribution requirements are set forth by the Employees Retirement System of Rhode Island retirement board. The contribution requirements for the State Retirement plan for the fire group as of this Agreement include pretax employee contributions of nine percent (9%) of pensionable earnings, with the remaining cost funded with contributions from the Town.

All employees hired on or after July 1, 2011 shall be enrolled in the State Retirement System with the benefits set forth in §45-21.2-5 and 6, Optional Retirement for Members of Police Force and Fire Fighters (25 – year retirement/ Plan C COLA).

## ARTICLE 23. WAGES

Effective July 1, 2014 through June 30, 2017, salaries for members of the Fire Department covered by this Agreement shall be as follows:

	7/1/14-6/30/15	7/1/15-6/30/16	7/1/16-12/31/16	1/1/17-6/30/17
<b>Fire Marshal</b>				
Annual	\$64,124.13	\$65,085.99	\$65,736.85	\$66,394.22
Bi-weekly	\$2,466.31	\$2,503.31	\$2,528.34	\$2,553.62
<b>Training Captain</b>				
Annual	\$64,124.13	\$65,085.99	\$65,736.85	\$66,394.22
Bi-Weekly	\$2,466.31	\$2,503.31	\$2,528.34	\$2,553.62
<b>Shift Captain</b>				
Annual	\$60,171.56	\$61,074.13	\$61,684.87	\$62,301.72
Bi-Weekly	\$2,314.29	\$2,349.01	\$2,372.50	\$2,396.22
<b>Fire Inspector Lieutenant</b>				
Annual	\$56,218.99	\$57,062.27	\$57,632.90	\$58,209.23
Bi-Weekly	\$2,162.27	\$2,194.70	\$2,216.65	\$2,238.82
<b>Lieutenant</b>				
Annual	\$56,218.99	\$57,062.27	\$57,632.90	\$58,209.23
Bi-Weekly	\$2,162.27	\$2,194.70	\$2,216.65	\$2,238.82
<b>Fire Fighter 1st class</b>				
Annual	\$51,239.45	\$52,008.04	\$52,528.12	\$53,053.40
Bi-Weekly	\$1,970.75	\$2,000.31	\$2,020.31	\$2,040.52
<b>Fire Fighter 2nd class</b>				
Annual	\$44,040.48	\$44,701.08	\$45,148.09	\$45,599.57
Bi-Weekly	\$1,693.86	\$1,719.27	\$1,736.47	\$1,753.83
<b>Fire Fighter 3rd class</b>				
Annual	\$41,722.55	\$42,348.39	\$42,771.88	\$43,199.60
Bi-Weekly	\$1,604.71	\$1,628.78	\$1,645.07	\$1,661.52
<b>Fire Fighter Probationary</b>				
Annual	\$40,563.60	\$41,172.05	\$41,583.77	\$41,999.61
Bi-Weekly	\$1,560.14	\$1,583.54	\$1,599.38	\$1,615.37

In addition, the Town will provide a one-time \$500 bonus per member, paid in July 2014.

The preceding wage scale represents a two (2%) percent reduction in fire fighter wages, which will take effect on January 30, 2011. The Town will establish a fund specifically

designated to offset the Town’s other post employment benefits (“OPEB”) liability. Effective July 1, 2011, each Member shall contribute 1.5% of his/her base salary to the Town’s OPEB fund via payroll deduction.

The probationary period for a fire fighter shall be one (1) year from the date of employment.

Probationary Fire Fighter	.....	During first year of service
Third Class Fire Fighter	.....	During second year of service
Second Class Fire Fighter	.....	During third year of service
First Class Fire Fighter	.....	After three years of service

**ARTICLE 24. OUT-OF-RANK PAY**

Employees of the Middletown Fire Department covered by this Agreement who perform the duties of higher rank, shall be compensated at the same rate as the member for whom they are filling in, provided such service is for a period of one (1) full working shift or longer. Such higher rate shall apply for all time spent in the performance of such duties. In any case where a fire fighter performs the duties of any rank above that of Lieutenant, he or she shall be compensated at the rate paid a Lieutenant.

**ARTICLE 25. SPECIAL SERVICE PAY**

(A) **RESCUE TRUCK**

The fire fighter assigned in charge of the rescue vehicle shall be entitled to a pay differential of Ten (\$10.00) Dollars per day and/or Fourteen (\$14.00) Dollars per night.

(B) **RESCUE SPECIALIST**

(1) Any employee qualified as a Rescue Specialist shall receive the following, as additional pay per year prorated and paid on a bi-weekly basis:

	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>FY 2016-2017</u>
ANNUAL	\$3,450	\$3,450	\$3,450
BI-WEEKLY	\$132.69	\$132.69	\$132.69

**QUALIFICATIONS:** Rhode Island licensure as an EMT-C with additional qualifications and approval to administer those emergency medical treatments associated with the life support skill level provided to the public by the Fire Department.

**ASSIGNMENT:** A minimum of one Rescue Specialist will be assigned to the rescue vehicle. Officers qualified as Rescue Specialists may be assigned to the rescue vehicle by the Chief.

**DUTIES:** In addition to their regular duties, a Rescue Specialist will render those emergency medical treatments for which they are especially trained in accordance with established protocols and standard operating procedures. The Rescue Specialist will be responsible for maintaining the rescue vehicle and its associated equipment in regard to inventory, and, recording the information required by medical treatment records. The Rescue Specialist will train platoon personnel to assist in rendering those emergency medical treatments for which they have been especially trained.

(2) Any employee, hired before July 1, 2007, other than a Rescue Specialist licensed in Rhode Island as an EMT-B with oral endotracheal intubation and defibrillation certification shall receive the following, as additional pay per year prorated and paid on a bi-weekly basis.

FY 2010-2011

ANNUAL	\$2,700.00
BI-WEEKLY	\$103.85

(3) All off-duty time spent by an employee, while attending classes, to maintain any Emergency Medical Technician levels will be paid at the rate of time and one-half their regular hourly rate of pay.

(4) All employees hired after July 1, 2004, are required to possess and maintain at a minimum an EMT-B certification at all times. A reasonable lapse in certification may be permissible due to extenuating circumstances if mutually agreed to by the Town and Union.

(5) Employees covered by this Agreement who are members of the response team, shall receive a one-time payment of Two Hundred and Fifty (\$250.00) dollars in recognition for earning a Rescue Diver PADI certification (or equivalent).

Employees covered by this Agreement who are members of the response team, shall receive a one-time payment of Two Hundred and Fifty (\$250.00) dollars in recognition for earning a HAZMAT Technician certification (through Burgess Associates or other nationally recognized certifying agency).

Any details performed that require Rescue Diver or HAZMAT responders, and that are billable under any Federal, State or local laws, shall be paid and billed at the employee's triple time rate of pay, for a minimum of two hours. No more than six (6) certified responders may respond per incident, unless the fire chief or his/her designee, at their sole discretion, determines that more are needed.

(C) ICE RESCUE, BOAT DETAIL and SCUBA DIVING

All fire fighters engaged in ice rescue, boat detail or scuba diving work shall be entitled to a pay differential on an hourly basis between his/her hourly rate of pay and the hourly rate of pay of a Lieutenant in the Fire Department, with a minimum pay differential guarantee of two (2) hours for such ice rescue, boat detail or scuba diving mission.

**ARTICLE 26. MUTUAL AID RESTRICTION**

No employee covered by this Agreement shall be used by the Town or by the signers of the Mutual Aid Agreement to assist or to supplement the fire fighting forces of the signers of the Mutual Aid Agreement when the fire fighting forces of such signers are engaged in any work slowdown because of a labor dispute.

**ARTICLE 27. BOMB SEARCHES, ETC.**

No employee covered by this Agreement shall be required to attempt to control, deactivate or search for any bomb, or suspected bomb unless such employee shall have been specially trained in such procedures by persons knowledgeable in the field. No employee shall be compelled to take such training, but may do so on a voluntary basis.

**ARTICLE 28. INDEMNIFICATION**

The Town agrees to indemnify all employees covered by this Agreement against damages of loss caused or sustained by any civil suit or litigation against said employee for any act committed in the performance of his/her duties. If said act is proven to be intentional wrongdoing or gross reckless misconduct on the part of the employee such loss shall be limited to the full extent that such amounts are covered by its current insurer during the term of this Agreement.



**ARTICLE 29. TRAINING**

(A) The Town shall assume all costs of tuition and textbooks incurred for the members of the Fire Department attending any school, seminar or course pertaining to rescue work, medical treatment, fire technology or fire administration/public administration up to a total expenditure by the Town of three thousand dollars (\$3,000.00) per participating member per fiscal year.

Should a member of the Fire Department fail to successfully complete a course that has been paid for by the Town (i.e. failure, incomplete, withdrawal, etc.), the employee shall fully reimburse the Town for any and all costs associated with the course of study.

Upon request by a firefighter/officer, the Town Administrator may authorize a one-time additional expenditure of no more than \$3,000 for extraordinary educational expenses related to the completion of an approved degree-awarding program.

(B) The Town shall assume actual meal costs not to exceed Fifty Dollars (\$50.00) per day and the actual lodging costs incurred by members of the Fire Department attending any school, seminar or course approved by the Chief of the Fire Department, provided however, lodging costs shall be approved in advance by the Chief.

(C) Any fire fighter participating in or conducting fire service training mandated or conducted by the Middletown Fire Department, including EMS, water rescue and diving, during off duty hours, shall be compensated at the overtime rate for such time.

(D) When more than one firefighter has requested a particular training or education opportunity, the Chief will make or grant the training or education assignment on the basis of seniority if all else is equal.

(E) Employees who are hired by the Town as firefighters after the effective date of this Agreement will reimburse the Town for the cost of their training if they voluntarily leave the Middletown Fire Department within three (3) years of completion of their training period as follows:

Less than one (1) year	75% of the cost of training
Between one (1) and two (2) years	50% of the cost of training
Between two (2) and three (3) years	25% of the cost of training

The costs include, but are not limited to, training expenses such as materials, gear, clothing and equipment.

### **ARTICLE 30. STANDBY LEAVE**

(A) Substitutions will be allowed for personal or family matters, and educational purposes. Requests will be submitted to the employee's platoon officer. The platoon officer may approve the request for the foregoing purposes if the substitution will not interfere with the work, training or minimum manning requirements of the fire department; or the work or training assigned to the individual seeking a substitution.

(B) In the case of an emergency, request may be made by the telephone. The employee requesting standby must state the name of standby, length of time involved, what officer has to be notified, etc.

### **ARTICLE 31. FIRE WATCH DUTY**

Whenever any private person or organization is required to, or shall seek the service of the employees of the Fire Department, for Fire Department duties, such work shall be rotated by the Fire Chief among those employees who volunteer for such work during their off duty hours. Such employee(s) shall be paid at the rate of one and one-half (1 1/2) times the Shift Captain's pay rate, rounded up to the nearest dollar, per hour with a minimum of four (4) hours for such duty. Such Fire Watch Duty Details shall be paid to the employee via the Town's bi-weekly payroll, and shall be billed through the Town's Detail Billing Program. All details performed on a holiday as per Article 20 (A) of this agreement, are to be paid and billed out at two times the Shift Captain's pay rate rounded up to the nearest dollar, per hour with a minimum of four (4) hours for such duty. Shift strength shall not be reduced to provide fire watch services for any private person or organization, except in the case of emergency.

### **ARTICLE 32. PERSONAL TIME**

At the discretion of the Chief or the Officer in charge of a particular shift all personnel, but only one person at any given time, may be entitled to time off during any working period with a total accumulation not to exceed thirty-six (36) hours per year, without loss of pay and without the requirement to make up such time. No more than twelve (12) hours of such time, in a minimum of two (2) hour increments, may be used which causes overtime to cover the fill-in.

If the time used does cause overtime then an equivalent number of hours will be deducted from the employee's sick leave but will have no impact on the additional annual leave incentive provided for in Article 33.

At the discretion of the Chief or the Officer in charge of a particular shift, full-time civilian dispatchers may take up to sixteen (16) hours of personal time per year in a minimum of two (2) hour increments, without loss of pay and without the requirement to make up such time; provided that such time shall not be used if it causes overtime to cover the fill-in, whether by a civilian dispatcher or a firefighter.

### **ARTICLE 33. ADDITIONAL ANNUAL LEAVE**

One additional day of annual leave will be granted to all full-time employees of the Middletown Fire Department for each six (6) month period in which they do not use any sick leave. Each additional day earned is to be used within the following six (6) months.

### **ARTICLE 34. TRANSFERS**

When positions are created in the Fire Department which do not represent promotions in grade, the Chief of the Department shall, giving a job description and the qualifications necessary, notify all personnel in writing a minimum of ten (10) days prior to the filling of said position. Personnel wishing to fill said position shall notify the Chief of the Department in writing of their interest and their qualifications. Transfers should only be made at the request of the personnel involved. Ten (10) days written notice shall be given to all personnel of pending transfers.

In the case of lateral shift transfers, ten (10) days written notice is required and no more than one (1) such transfer may be made per individual per year. All transfers require the approval of the Chief of the Fire Department, who shall have complete discretion in this area.

## **ARTICLE 35. LONGEVITY PAYMENTS**

Employees covered by this Agreement shall receive longevity payments based upon the following schedule:

- (A) All employees with more than five (5) years, but less than ten (10) years service shall receive longevity amounting to three percent (3%) of the employee's annual base salary.
- (B) All employees with more than ten (10) years, but less than fifteen (15) years service shall receive longevity amounting to six percent (6%) of the employee's annual base salary.
- (C) All employees with more than fifteen (15) years, but less than twenty-one (21) years service shall receive longevity amounting to nine percent (9%) of the employee's annual base salary.
- (D) All employees with more than twenty-one (21) years service shall receive longevity amounting to twelve percent (12%) of the employee's annual base salary.

Longevity payments shall be made in one lump sum on the first pay period next following the attainment of the anniversary of the service and shall be added to the employee's annual salary so as to be included in his annual salary for retirement pension purposes.

Effective July 1, 2009 Longevity payments shall be as follows:

- (A) All employees with more than five (5) years, but less than ten (10) years service shall receive longevity amounting to three percent (3%) of the employee's annual base salary.
- (B) All employees with more than ten (10) years, but less than fifteen (15) years service shall receive longevity amounting to six percent (6%) of the employee's annual base salary.
- (C) All employees with more than fifteen (15) years, but less than twenty-one (21) years service shall receive longevity amounting to ten percent (10%) of the employee's annual base salary.
- (D) All employees with more than twenty-one (21) years service shall receive longevity amounting to thirteen percent (13%) of the employee's annual base salary.

The provisions of this Article 35 shall not apply to any employee hired on or after January 1, 2011. For such employees an annual lump sum longevity bonus shall be awarded as detailed in the table below:

<u><b>Fiscal Year:</b></u>	<u><b>Anniversary</b></u>			
	<u><b>6-10</b></u>	<u><b>11-15</b></u>	<u><b>16-20</b></u>	<u><b>20+</b></u>
07/01/2014— 06/30/2015:	\$500	\$1,000	\$1,500	\$2,000
07/01/2015— 06/30/2016:	\$500	\$1,000	\$1,500	\$2,000
07/01/2016— 06/30/2017:	\$500	\$1,000	\$1,500	\$2,000

(Example – Firefighter X reaches their 7th anniversary on 07/04/2014 and would receive a \$500 longevity bonus in the following pay period. Firefighter Y reaches their 18th anniversary on 08/02/2014 and would receive a \$1,500 longevity bonus in the following pay period).

### **ARTICLE 36. LAYOFF OF EMPLOYEES**

In the event that the Town, at any time during the term hereof, lays off employees covered by this Agreement, the same shall be done on a strict seniority basis; that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first employee to be laid off and so on until the number required to be laid off has been met.

No lay off shall be made without the Town having consulted and discussed such lay off with Local 1933 with a view toward minimizing the number of employees to be laid off and to discuss taking such action as may be possible to avoid the lay off of any employees.

In the event employees are laid off for any reason, the Town will not hire new employees until all employees who are laid off have been given the opportunity to be rehired.

Any employee offered reemployment after having been laid off must signify his or her acceptance of such reemployment by notice in writing delivered to the Chief within thirty (30) days from the date he or she is offered reemployment and be prepared to commence employment forthwith; otherwise, he/she will be deemed to have rejected the offer of reemployment.

## **ARTICLE 37. WORK RESTRICTIONS**

Routine housekeeping, training and maintenance of equipment should be carried out, if possible, between the hours of 0800 and 1600 during the normal weekdays.

There will be no outside training, other than ice rescue training or maintenance when the temperature is below 25 Degrees Fahrenheit or above 85 Degrees Fahrenheit.

## **ARTICLE 38. PHYSICAL FITNESS AND TOBACCO USE**

- (A) All employees shall comply with National Fire Protection Association (NFPA) 1500, Chapter 10, when the Town provides adequate facilities.
- (B) There shall be no tobacco or e-cigarette use by any employee while on duty.

## **ARTICLE 39. ALTERATION OF AGREEMENT**

- (A) Alteration in Writing. Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

# APPENDIX I

Shift

1    2    3    4

1	D			N
2	D			N
3	N	D		
4	N	D		
5		N	D	
6		N	D	
7			N	D
8			N	D
9	D			N
10	D			N
11	N	D		
12	N	D		
13		N	D	
14		N	D	
15			N	D
16			N	D
17	D			N
18	D			N
19	N	D		
20	N	D		
21		N	D	
22		N	D	
23			N	D
24			N	D
25	D			N
26	D			N
27	N	D		
28	N	D		
29		N	D	
30		N	D	
31			N	D
32			N	D
33	D			N
34	D			N
35	N	D		
36	N	D		
37		N	D	
38		N	D	
39			N	D
40			N	D
41	D			N
42	D			N
43	N	D		
44	N	D		
45		N	D	
46		N	D	
47			N	D
48			N	D
49	D			N
50	D			N
51	N	D		
52	N	D		
53		N	D	
54		N	D	
55			N	D
56			N	D

## APPENDIX II

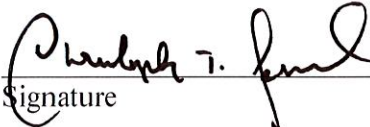
### Civilian Dispatcher - Salary Scales

		7/1/14-6/30/15	7/1/15-6/30/16	7/1/16-12/31/16	1/1/17-6/30/17
		FY2015	FY2016	FY2017	FY2017
40-hr week	<b>Civilian Dispatcher - Level A</b>				
	Annual	\$36,805.86	\$37,357.95	\$37,731.53	\$38,108.85
	Bi-Weekly	\$1,415.61	\$1,436.84	\$1,451.21	\$1,465.72
	Weekly	\$707.81	\$718.42	\$725.61	\$732.86
	Hourly	\$17.6951	\$17.9606	\$18.1402	\$18.3216
	<b>Civilian Dispatcher - Level B</b>				
	Annual	\$38,631.76	\$39,211.23	\$39,603.35	\$39,999.38
	Bi-Weekly	\$1,485.84	\$1,508.12	\$1,523.21	\$1,538.44
	Weekly	\$742.92	\$754.06	\$761.60	\$769.22
	Hourly	\$18.5730	\$18.8516	\$19.0401	\$19.2305
	<b>Civilian Dispatcher - Level C</b>				
	Annual	\$40,585.58	\$41,194.36	\$41,606.31	\$42,022.37
	Bi-Weekly	\$1,560.98	\$1,584.40	\$1,600.24	\$1,616.24
	Weekly	\$780.49	\$792.20	\$800.12	\$808.12
	Hourly	\$19.5123	\$19.8050	\$20.0030	\$20.2031
	<b>Civilian Dispatcher - Level D</b>				
Annual	\$42,635.82	\$43,275.36	\$43,708.12	\$44,145.20	
Bi-Weekly	\$1,639.84	\$1,664.44	\$1,681.08	\$1,697.89	
Weekly	\$819.92	\$832.22	\$840.54	\$848.95	
Hourly	\$20.4980	\$20.8055	\$21.0135	\$21.2237	
<b>Civilian Dispatcher - Level E</b>					
Annual	\$44,321.36	\$44,986.18	\$45,436.05	\$45,890.41	
Bi-Weekly	\$1,704.67	\$1,730.24	\$1,747.54	\$1,765.02	
Weekly	\$852.33	\$865.12	\$873.77	\$882.51	
Hourly	\$21.3083	\$21.6280	\$21.8443	\$22.0627	



IN WITNESS WHEREOF, the Town of Middletown has caused these presents to be executed and its corporate seal to be affixed by Christopher T. Semonelli, President of the Middletown Town Council, hereunto duly authorized, and the Middletown Fire Fighters Association, Local 1933 of the International Association of Fire Fighters, AFL-CIO, has caused these presents to be executed by its President, Jonathan Reese hereunto duly authorized, the day and year first above written.

TOWN OF MIDDLETOWN

  
Signature

Christopher T. Semonelli  
Print Name and Title

10/27/14  
Date

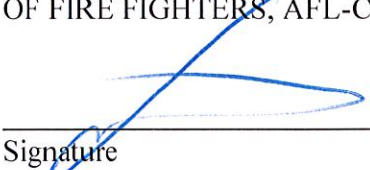
WITNESS

  
Signature

Shawn J. Blown  
Town Administrator  
Town of Middletown, RI  
Print Name and Title

10.23.14  
Date

MIDDLETOWN FIRE FIGHTERS  
ASSOCIATION, LOCAL 1933  
INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO

  
Signature

Jonathan Reese, President  
Print Name and Title

October 23, 2014  
Date

WITNESS

  
Signature

Adam F. Westman Capt.  
Print Name and Title

23 October, 2014  
Date