

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF NORTH KINGSTOWN
AND
NORTH KINGSTOWN LOCAL NO. 1651
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

JULY 1, 2016 TO JUNE 30, 2019

TABLE OF CONTENTS

ARTICLE I	5
SECTION 1.1 RECOGNITION.....	5
SECTION 1.2 RULES AND REGULATIONS	5
SECTION 1.3 MANAGEMENT RIGHTS	5
SECTION 1.4 NO STRIKE; NO LOCK-OUT	6
SECTION 1.5 NO DISCRIMINATION.....	6
SECTION 1.6 DEFINITION	6
SECTION 1.7 EXCLUSIONS.....	7
SECTION 1.8 RESIDENCY.....	7
SECTION 1.9 AGENCY SHOP.....	7
SECTION 1.10 PAYROLL DEDUCTION FOR UNION DUES	8
SECTION 1.11 UNION BUSINESS.....	9
ARTICLE II	11
SECTION 2.1 ARBITRATION-GRIEVANCE PROCEDURE	11
SECTION 2.2 ONE GRIEVANCE	13
ARTICLE III	14
SECTION 3.1 CLASSIFICATION AND PAY.....	14
SECTION 3.2 TIME IN CLASS/STEP	14
SECTION 3.3 LONGEVITY	14
SECTION 3.4 COST OF LIVING INCREASES/RECLASSIFICATIONS	15
SECTION 3.5 SUBSTITUTING.....	15
SECTION 3.6 MILITARY LEAVE PAY	15
SECTION 3.7 MEDICAL INSURANCE	16
SECTION 3.8 LIFE INSURANCE	19
SECTION 3.9 CLOTHING ALLOWANCE.....	20
SECTION 3.10 PROTECTIVE CLOTHING	20
SECTION 3.11 DRESS UNIFORMS.....	21
SECTION 3.12 DUTIES	22
SECTION 3.13 VACATIONS	22
SECTION 3.14 HOLIDAYS	26
SECTION 3.15 SICK LEAVE.....	27
SECTION 3.15.1 FAMILY SICK LEAVE	29
SECTION 3.15.2 BEREAVEMENT LEAVE.....	29
SECTION 3.16 LINE-OF-DUTY ILLNESS.....	29
SECTION 3.17 LINE-OF-DUTY INJURY	30
SECTION 3.18 FULL-TIME EMPLOYEES IN PART-TIME OR VOLUNTARY STATUS	31
SECTION 3.19 NOTIFICATION OF ACCRUED SICK LEAVE	31
SECTION 3.20 MEDICAL INSURANCE FOR MEMBERS ON DISABILITY PENSION	31
SECTION 3.21 SENIORITY IN RANK.....	32
SECTION 3.22 SENIORITY IN DEPARTMENT.....	34
SECTION 3.23 TRAINING AND EDUCATION	35
SECTION 3.24 EXISTING BENEFITS.....	36
SECTION 3.25(A) VACANCIES IN FIRE AND RESCUE OFFICERS RANKS	36
SECTION 3.25(B) VACANCIES IN FIRE FIGHTER/DRIVER/RESCUEMAN'S RANKS	37
SECTION 3.25(C) OUT OF RANK.....	37
SECTION 3.25(D) FIRE FIGHTER/RESCUEMAN/EMTC.....	38
SECTION 3.26 MINIMUM MANNING	38
SECTION 3.27 VACANCIES	39
SECTION 3.27(A) VACANCIES IN STAFF POSITIONS.....	39
SECTION 3.28 TERMINAL BENEFITS.....	39
SECTION 3.29 PERSONNEL REDUCTION	40

SECTION 3.30 FIRE FIGHTER SAFETY.....	41
SECTION 3.31 LEGAL ASSISTANCE	41
SECTION 3.32 - LIGHT DUTY	42
ARTICLE IV	43
SECTION 4.1 HOURS OF WORK AND REGULAR HOURLY RATES	43
SECTION 4.2 SUBSTITUTIONS.....	44
SECTION 4.3 CALLBACK MINIMUM.....	45
SECTION 4.4 CALLBACK PAY - "LINE" MEMBERS.....	45
SECTION 4.5 CALLBACK PAY - "STAFF" MEMBERS	45
SECTION 4.6 OVERTIME PAY - NON-HOLIDAY LINE MEMBERS AND STAFF MEMBERS.....	46
SECTION 4.7 OVERTIME PAY - HOLIDAY LINE MEMBERS AND STAFF MEMBERS	47
SECTION 4.8 SPECIAL DETAILS.....	47
SECTION 4.9 MISASSIGNMENTS	49
SECTION 4.10 COLLATERAL PAY.....	49
ARTICLE V.....	50
SECTION 5.1 ELIGIBILITY.....	50
SECTION 5.2 PROMOTIONAL EXAMINATIONS.....	52
SECTION 5.3 PROMOTIONAL LISTS.....	55
SECTION 5.4 PERSONNEL RECORDS	55
SECTION 5.5 RETIREMENT BENEFITS	56
SECTION 5.6 PLAN C COLA	56
ARTICLE VI	57
SECTION 6.1 NOTICE PROVISIONS.....	57
SECTION 6.2 LEGAL PROVISIONS	57
SECTION 6.3 SAVING CLAUSE.....	57
SECTION 6.4 DURATION.....	57
SECTION 6.5 ENTIRE AGREEMENT	57
SECTION 6.6 CIVILIANIZATION OF DISPATCH.....	58
SECTION 6.7 TITLES.....	58

PREAMBLE

The following Agreement, effective as of the 1st day of July, 2016, by and between the Town of North Kingstown, Rhode Island, hereinafter referred to as the "Town", and Local 1651, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", is recorded in written form to meet the requirements as set forth in Section 28-9.1-6 of the General Laws of Rhode Island, 1956, as amended. This agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the Town and to encourage a more efficient and progressive fire service in the public interest.

ARTICLE I

RIGHTS AND RECOGNITION

Section 1.1 Recognition

The Town recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other conditions of employment of its full-time members of the Fire Department engaged in firefighting, fire prevention, training, rescue, fire alarm and communication and motor vehicle equipment maintenance who are in either permanent or probationary pay status excluding, however, the Chief of the Department.

Section 1.2 Rules and Regulations

The Town shall retain the right to issue departmental rules and regulations, not inconsistent with the terms of this Agreement, covering the internal conduct of the Fire Department. A copy of the rules and regulations shall be furnished to each new employee. The rules and regulations may be revised from time to time by the Town Manager, the Director of Public Safety and the Fire Chief; provided, however, that Local 1651 shall have the right to consult with said Town officials concerning any proposed modification to said rules and regulations and shall have the further right to make suggestions concerning the revision of said rules and regulations.

Section 1.3 Management Rights

The Town shall also retain all other rights and responsibilities inherent in the Town Council, Town Manager, Director of Public Safety and the Fire Chief by virtue of existing statutory and Charter provisions and Departmental rules and regulations which are not inconsistent with the terms of this Agreement. Such rights and responsibilities shall

include, but not be limited to the responsibility for the efficient operation of the services of the department, administration of the department, discipline of its members and for the enforcement and execution of all laws, ordinances and rules and regulations of the department.

Section 1.4 No Strike; No Lock-Out

The Union agrees that it will not call or support any strike, work stoppage, or work slowdown against the Town that would impede the proper functioning of the Town Government at any time. The Town agrees that it will not lock out any employees at any time. Any employee engaging in such work stoppage, slowdown or strike shall be subject to IMMEDIATE DISMISSAL by the employer without any rights, whatsoever, to any of the benefits provided in this Agreement. The Union may grieve the questions of fact of the participation of an employee in such activity, but not the scope of the disciplinary action taken.

Section 1.5 No Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, creed, national origin, political affiliation or Union membership or activities.

Section 1.6 Definition

The term "employee" shall mean the same as the term "member" throughout this Agreement, and both shall mean a full-time, permanent employee of the North Kingstown Fire Department engaged in firefighting, fire prevention, training, rescue, fire alarm and communication and motor vehicle equipment maintenance. Probationary employees shall be included; however, no probationary employee at the entrance level shall have access to

the grievance procedure where the issue is one of his discipline or discharge. Employees who are on leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent that they are expressly granted eligibility for certain benefits in other Sections of this Agreement or as may otherwise be provided for by law.

Section 1.7 Exclusions

All part-time, seasonal and temporary employees of the Department as well as the Chief of the Department are excluded from this Agreement.

Section 1.8 Residency

It shall be a condition of appointment or continued employment that each member of the bargaining unit shall maintain his or her residence, and in fact reside on a regular basis, within a twenty-five (25) mile radius of the headquarters station.

Section 1.9 Agency Shop

All permanent members of the North Kingstown Fire Department who choose not to join Local 1651 and who are covered by the terms of this Collective Bargaining Agreement shall, however, be required to pay Local 1651 a lawful amount of money up to the initiation fee uniformly required for membership in Local 1651, and a monthly service fee up to the monthly dues charged members of Local 1651, to defray the costs in connection with Local 1651's legal obligations and responsibilities as the exclusive bargaining agent for the employees covered by this Agreement.

In addition, any permanent member of the North Kingstown Fire Department who chooses not to join Local 1651 shall be required to pay to Local 1651 his proportionate share of any assessment uniformly levied upon all members of Local 1651 in connection

with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement, and/or arbitration concerning the interpretation of any provision of this Agreement.

The aforesaid payments shall be payable on or before the first day of each month and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those employees who are members of Local 1651.

It is further understood and agreed that as a condition of continued employment, all employees covered by this Agreement shall, no later than the 30th day following their appointment as a permanent member of the North Kingstown Fire Department, pay the established fees above referred to.

Local 1651 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 Agency Shop provision of this Article.

Section 1.10 Payroll Deduction For Union Dues

A. The Town agrees to deduct bi-weekly from the pay of all employees covered by this Agreement who authorize such deductions from their wages in writing, such membership dues and service fees, but not special assessments, as may properly be assessed by the Union. Accordingly, authorization forms shall be provided the employees by the Union and shall be signed by the individual employees and filed with the Town Treasurer prior to any withholding.

B. The Town further agrees to turn over the monies so deducted, together with a list of names and employees from whose wages such deductions have been made, by the fifteenth (15th) day of the month following the month in which said deductions are made

to the Treasurer of Local 1651. The Union will furnish to the Town the name and address of the said Treasurer. The obligation of the Town for funds actually deducted under this section shall terminate upon the turning over of the deductions so made to the person authorized by the Union to receive such amounts from the Town.

C. Local 1651 hereby agrees to indemnify the Town and hold it harmless from any and all claims, demands and the costs of litigation for any action arising from this Section.

Section 1.11 Union Business

A. Members of the department covered by this Agreement, not exceeding three (3) in number, who are appointed as members of the Union's Negotiating Committee shall be allowed time off with pay for the purpose of negotiating labor contracts with the Town and without requirement that they make up such time. The foregoing shall not be construed to limit the number of the members on the Committee, but only the number who may serve during on-duty hours.

B. All employees covered by this Agreement who are officers of Local 1651 shall be allowed time off with pay for official Union business in connection with conferences with the Town officials in connection with the administration of the terms and conditions of this Agreement.

C. Members of the Executive Board (including officers of the Union) not to exceed four (4) members per shift, shall be allowed time off with pay to attend meetings of Local Union 1651, meetings of the State Fire Fighters Association and for attendance at the conventions of the State Fire Fighters Association and the International Association of Fire Fighters. Such time off shall not exceed fifty-six (56) hours in any contract year for all such officers. The President of Local 1651 shall have, in addition to the fifty-six (56)

hours, an additional forty-eight (48) hours for a total of one hundred and four (104) hours during each contract year.

D. All time off under the foregoing provisions of this section shall be with pay and without the requirement to make up such time and shall not be charged to any other type of leave.

ARTICLE II

Section 2.1 Arbitration-Grievance Procedure

It is hereby agreed by and between the Town and the Union that the following procedures are established for the purpose of resolving alleged grievances of members of the Department covered by this Agreement:

A. A 'grievance' is a complaint involving the interpretation or application of any of the provisions of this Agreement. If a member has an alleged grievance he shall take the matter to his immediate supervisor within thirty (30) days of the occurrence of said alleged grievance. If the alleged grievance cannot be resolved by his immediate supervisor within ten (10) days after consultation with the Chief of the Fire Department then the member shall have an additional ten (10) days in which to present his alleged grievance, in writing, to the Executive Committee of the Union.

B. The Executive Committee, within ten (10) days of receipt of the alleged grievance shall make provision for the member to present said alleged grievance at a meeting of a majority of the Executive Committee. It shall be the responsibility of the Executive Committee to determine the justification of the complaint. If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, said Committee shall, within seven (7) days of the date they review the grievance, bring it to the attention of, first, the Director of Public Safety, and then, the Town Manager. (This involves separate actions in the event the Director of Public Safety and the Town Manager are not one and the same.)

C. The Director of Public Safety shall meet with the Executive Committee of the Union within ten (10) days after the alleged grievance is brought to their attention. If

either the Committee or the Director of Public Safety deem it necessary the grievant shall be ordered to appear for the purpose of presenting testimony relative to the grievance.

D. If the Union is aggrieved by the decision of the Director of Public Safety it may, within ten (10) days after the date of the decision, present the grievance to the Town Manager if he is a person other than the Director of Public Safety. The decision of the Town Manager, in such circumstance shall be rendered to the Union within ten (10) days after presentation of the grievance to the Town Manager.

E. In addition to the above, the Union shall have the right to bring a grievance on behalf of any employee at his request or on its own behalf.

F. If agreement cannot be reached via the procedures set forth above on any grievance also involving suspension, demotion, or discharge of an employee, the grievance may be submitted to arbitration by either party by giving to the other written notice of its intention thereof within ten (10) days following the decision of the Town Manager herein before referred to.

The parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence of such agreement within ten (10) days after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The arbitrator shall have no power to add to, subtract from or change the terms of the contract. He shall be confined solely to the interpretation and application of the terms of this contract. The fees and expenses of the impartial arbitrator shall be borne equally by both parties. The decision of the Arbitrator shall be final and binding on both parties, and the expenses of the Arbitrator shall be shared equally by the parties hereto.

G. All references to "days" in this Section 2.1 shall mean calendar days.

Section 2.2 One Grievance

Except as otherwise mutually agreed, an arbitrator selected according to the foregoing procedures shall hear and decide one grievance and one grievance only.

Nothing shall prevent the parties from selecting the same arbitrator on a subsequent occasion.

ARTICLE III

PERSONNEL, PAY AND BENEFITS

Section 3.1 Classification And Pay

Effective July 1, 2016, the classification pay schedules for all members of the bargaining unit are set forth in Appendix A, attached hereto, reflecting increases of 3% effective July 1, 2016, 3% July 1, 2017 and 3% July 1, 2018.

Section 3.2 Time In Class/Step

For all employees the time normally required of a department member to be spent in Step A of any departmental classification shown in Appendix A, before being eligible for promotion to Step B of such classification shall be six months. Eligibility time requirements for steps subsequent to a Step B shall normally be one (1) year in the preceding grade. Effective July 1, 2004, the eligibility time requirements for Steps subsequent to Step D shall normally be one (1) year in the preceding grade, and, for all prior Steps, shall be six months as reflected in Appendix A.

Section 3.3 Longevity

Meritorious longevity increments shall be payable on the recommendation of the Chief of the Department, with the Town Manager's Approval, to the regular members of the Department who have completed the following years of unbroken service with the Town and at the following scales:

Completion of

5 years service - Base pay plus 4%

11 years service - Base pay plus 5%

15 years service - Base pay plus 6%

20 years service - Base pay plus 8%

25 years service – Base pay plus 11%

No active firefighter will see a reduction in longevity pay. Upon execution of this Agreement, however, any advance on the longevity scale will be in accordance with the foregoing scale.

Section 3.4 Cost Of Living Increases/Reclassifications

Any cost of living increase applied to the Departmental Classification Schedule shall be in addition to normal step increases.

An upward reclassification of a member of the Department covered by this Agreement shall be accompanied by at least a one (1) step wage increase and, if implemented at a time a member is due a normal wage step increase, shall be in addition to that normal wage step increase.

Section 3.5 Substituting

Work performed, voluntarily by any member in substituting for another member shall not be considered callback time or overtime, and there shall be no compensation therefore by the Town.

Section 3.6 Military Leave Pay

The Town shall, on a regular Department member's military obligation (Annual encampment, pay such member covered by this Agreement the difference between his

annual encampment base pay and that regular wage such member would have received from the Town for his normal working days during said encampment period if the military base pay is the lesser of the two. The member shall be required to provide the Town a copy of the military pay voucher stating base pay amount received. All time off under the foregoing provisions of this section shall be without the requirement to make up such time and shall not be charged to any other type of leave. Any employee who is required to be absent for other than annual encampment may take vacation, swap time or military leave without pay.

Section 3.7 Medical Insurance

For as long as an insurance provider offers such a plan to the Town, and subject to the provisos set forth below, effective September 1, 2015, employees will have available through a Town group plan family or individual coverage, as appropriate, a Preferred Provider Organization with the following components, for all members of the bargaining unit:

A \$250 (individual)/\$500 (family) deductible I coinsurance plan

Primary Care Physician office visits \$20.00

Specialist's office visits \$25.00

Urgi-Medical Centers \$50.00

Emergency Room visits \$100.00

Prescription Plan - \$ 7.00 Generic Brands

\$25.00 Preferred Brand Name

\$40.00 Non-Preferred Brand

\$65.00 Specialty Rx

Legal dependents as required by law

There shall be an open enrollment for all employees on June 1 of each year.

A summary plan description shall be attached (Appendix B).

Effective September 1, 2015, all employees shall contribute twenty (20%) percent of the cost of health and dental insurance premiums (but not workers' compensation medical). Employees will be given the option to make their health care contributions pretax, if allowed under IRS regulations

The Town shall provide for each member of the Department covered by this Agreement Delta Dental Levels II, III, IV, or equivalent, Individual or Family Plan Coverage as appropriate.

The Town may, in its discretion and with prior consultation with the Executive Board of the Union, opt to provide any of the insurance coverage provided for by this Agreement through an arrangement with a carrier other than the carrier or carriers set forth in this Agreement, with the express condition that the benefits and services provided with the new carrier must be equivalent to those set forth in this Agreement, and must include equivalent prescription drug coverage, provided prescription drug coverage and health insurance need not be provided through the same carrier. In the event of a spouse also employed by the Town, there will be one (1) coverage only, and in the event neither the employee nor the spouse designates which policy should be cancelled, the policy provided for under this Agreement shall be cancelled within ten (10) days after execution of this Agreement. The Town will offer Hepatitis immunization, including periodic boosters, to those needing the same at Town expense.

Any employee who retires from the Fire Department as of July 1, 1983, will receive

medical health insurance 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 an employee receives such insurance under a policy held by a spouse, the Town of North Kingstown shall not be required to purchase said insurance for the retired fire fighter.

Medical health insurance shall mean the same health insurance provided for employees under the present agreement between the Union and the Town, but shall not include any dental plan.

Upon request from the Town, the employee shall provide proof he is not receiving equivalent medical coverage from another source.

For employees retiring as of June 30, 2004, the foregoing terms applicable to retirees shall apply, except with the following modifications:

1. They will have the same medical plan as active members of the Department.
2. They will pay fifteen (15%) percent of the cost of their health insurance premiums. Employees retiring from July 1, 2004 through June 30, 2007 will have this rate of contribution until they are no longer eligible for coverage paid by the Town.
3. They will be ineligible for medical insurance coverage from the Town if they are eligible to obtain health coverage through a spouse, and they must demonstrate that they are not eligible for insurance through a spouse in order to be entitled to coverage under the Town's plan.

4. Any employee who chooses to opt out of health coverage is eligible to receive the following:

PPO Family Coverage: \$3000 per year paid quarterly

PPO Single Coverage: \$1500 per year paid quarterly

Employees wishing to reenroll in either of the referenced health care plans may do so during the open enrollment period. Employees wishing to exercise this benefit must submit their request in writing to the Town Manager on or before July 1 of the fiscal year. It is the responsibility of the employee to submit a new request each fiscal year they wish to receive the reimbursement. Payment of said reimbursement is to be made no later than September 1 of the fiscal year in which the reimbursement has been approved.

Section 3.8 Life Insurance

The Town shall assume the full cost of and maintain during the term of this Agreement Group Life Insurance in the face amount of Sixty Thousand (\$60,000.00) Dollars covering the life of each member of the Department, with a carrier authorized to do business in the State of Rhode Island. Each employee shall be furnished a certificate of such insurance which shall provide for double indemnity in the event of accidental death. Such group coverage shall contain a provision for the conversion by the employee, to an individual policy at the time of termination of his employment with the Department if such provision can be obtained by the Town.

The Town shall have the right at any time to provide equal coverage to employees as such relates to life insurance coverage by establishing a self-insurance account to fund and cover claims. Such self-insurance account is to be administered by the Town.

Section 3.9 Clothing Allowance

The clothing allowance for each member of the Department covered by this Agreement shall be One Thousand One Hundred Fifty (\$1,150.00) Dollars per year, per member. One quarter (1/4) of the total clothing allowance shall be payable within the first fifteen (15) days of July, and within the first fifteen (15) days of each third (3rd) month thereafter, said clothing allowance to be for the purchase and maintenance of departmental uniforms required by the Town to be worn by members, as set forth in the Departmental Rules and Regulations.

Section 3.10 Protective Clothing

In addition to the allowance provided for in Paragraph 3.9 hereof, the Town agrees to supply all Department members who are fire fighters and covered by this Agreement with the following protective clothing, all protective clothing must be NFPA and OSHA approved:

Coats - Turnout

Boots - Fire fighter with steel insole

Helmets - Fire fighter

Night-Hitch - Complete with fire fighter short boots, liner and suspenders

Badges and Insignia

Work Gloves

SCBA Masks

Face shields shall be supplied and attached to the helmets of all permanent firefighting personnel unless an employee desires to have a different type of face shield equal to the shield required by the Town which he may then supply at his own expense.

Coats and night hitches provided to new employees shall be NFPA and OSHA approved. Replacement of worn and no longer usable coats and night hitches shall also be NFPA and OSHA approved.

Replacement of any of the foregoing items (except work gloves) shall be made by the Town when the item is no longer usable for the purpose for which it is intended and it is turned in to the person so designated as receiver by the Departmental Rules and Regulations. Work gloves shall be initial issue only unless "fair wear and tear" can be proven by the issue and the worn glove turned into the Chief of the Department or his Deputy in evidence. The Superintendent of Fire Alarm and the Fire Department Mechanic shall be provided with foul weather gear by the Town, the replacement of which shall be governed by the same requirements as stated above relative to fire fighters protective clothing.

Section 3.11 Dress Uniforms

The Town shall provide each member of the Department covered by this Agreement with an initial issue of dress blue uniform, including a raincoat, subsequent to completion of the probationary period. All permanent members shall be required to have and maintain, after issue, a set of dress blues which shall include departmentally approved uniform hat, blouse, pants, raincoat and appropriate accessories. Subsequent to the initial issue each member of the Department shall maintain said dress uniform at his own expense and be subject to an administrative inspection every six (6) months to verify compliance with this section's requirements.

Any employee issued dress blue uniforms and raincoats shall return same to the Chief of the Fire Department at the employees termination of employment from the

department.

Except upon service retirement or upon termination after ten (10) years or more of faithful service, employees shall be required to return all badges and insignias upon termination of employment.

Section 3.12 Duties

The duties of the members of the North Kingstown Fire Department shall be the prevention, control and extinguishment of fires, together with the auxiliary, rescue, administrative, and service functions, including the Fire Alarm Division, the Automotive Repair Division, the Fire Prevention Division, clerical and such further duties as are or may be set forth in the Rules and Regulations of the Fire Department and which are not in conflict with any of the provisions of this Agreement.

Members of the Department, covered by this Agreement, shall not, under ordinary circumstances, be assigned to duties performed by or under the control of other divisions or departments of the Town Government. It is understood and agreed by both parties hereto, however, that if, in the opinion of the Director of Public Safety or the Chief of the Department or his Deputy, a condition of emergency exists which endangers the life of persons within the Town or threatens damage to property located in the Town, whether privately or publicly owned, members of the Department shall perform any and all duties assigned them by the aforementioned officials in such condition of emergency.

Section 3.13 Vacations

A. LINE MEMBERS

All Line members of the Department covered by this Agreement shall be entitled to annual vacation leave to be determined as follows:

- i. Completion of one (1) through five (5) years of continuous service to the Town - ten (10) hours per month for a total of the one hundred twenty (120) working hours per year.
- ii. Completion of five (5) through ten (10) years of continuous service to the Town - fifteen (15) hours per month for a total of one hundred eighty (180) working hours per year.
- iii. Following completion of ten (10) years of continuous service to the Town, a total of one hundred eighty (180) working hours per year plus twelve (12) additional hours for each additional year of continuous service to the Town, but not exceeding a maximum of three hundred sixty (360) working hours per year.
- iv. All line members' accrued vacation leave on record in the personnel office shall be converted to hours, or portions thereof, each "day" to be equated with twelve (12) working hours.
- v. All line members taking vacation leave shall have their accrued vacation accounts charged by the actual number of hours, or portions thereof, taken.

Vacation shall be selected in accordance with seniority in the Department.

Annual leave shall be computed on a basis of years of continuous service. Annual leave may be accumulated to any amount but only four hundred eighty (480) hours of annual leave maybe carried over from one (1) fiscal year to another by a line member. The amount of accumulated annual leave of a line employee in excess of four hundred eighty (480) hours at the end of a Town fiscal year shall be credited to the sick leave account of the employee.

All vacation time taken by a member shall, whether or not it occurs on a holiday, be charged to the members' accrued vacation leave account. A line member of the Fire Department who retires, dies or terminates service with the Town voluntarily and who has completed one (1) year of continuous service to the Town shall be paid all accrued and unused vacation leave up through four hundred eighty (480) hours. Such payment shall be based on the line members regular hourly rate at termination.

Three line employees (including employees assigned to fire alarm operator functions) shall be allowed vacation leave concurrently, subject to the Rules and Regulations of the Department. Staff shall draw their vacation leave separately and apart from line employees.

There shall be an up-to-date leave calendar posted for each platoon in every manned fire station.

B. STAFF MEMBERS

All staff members of the Department covered by this Agreement shall be entitled to annual vacation leave to be determined as follows:

- i. Completion of one (1) through five (5) years of continuous service to the Town - six (6) hours forty (40) minutes per month for a total of eighty (80) working hours per year.
- ii. Completion of five (5) through ten (10) years of continuous service to the Town - ten (10) hours per month for a total of one hundred twenty (120) working hours per year.
- iii. Following completion of ten (10) years of continuous service to the Town - a total of one hundred twenty (120) working hours per year, plus eight

(8) additional hours for each additional year of continuous service to the Town, but not exceeding a maximum of two hundred-forty (240) working hours per year.

- iv. All staff members' accrued vacation leave on record in the personnel office shall be converted to hours, or portions thereof, each "day" to be equated with eight (8) working hours.
- v. All staff members taking vacation leave shall have their accrued vacation accounts charged by the actual number of hours, or portions thereof, taken.

Vacations shall be selected in accordance with seniority in the Department.

Annual leave shall be computed on a basis of years of continuous service. Annual leave may be accumulated to any amount, but only three hundred twenty (320) hours of annual leave may be carried over from one (1) fiscal year to another by a staff member. The amount of accumulated annual leave of a staff employee in excess of three hundred twenty (320) hours at the end of a Town fiscal year, shall be credited to the sick leave account of the employee.

All vacation time taken by a member shall, whether or not it occurs on a holiday, be charged to the member's accrued vacation leave account. A staff member of the Fire Department who terminates service with the Town voluntarily and who has completed one (1) year of continuous service to the Town, shall be paid all accrued and unused vacation leave up through three hundred twenty (320) hours. The rate of pay shall be based on the staff member's regular hourly rate.

Section 3.14 Holidays

The following days shall be official holidays together with any additional day or days so proclaimed by the Town Council:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third (3rd) Monday in January
Washington's Birthday	Third (3rd) Monday in February
RI Independence Day	May 4
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First (1st) Monday in September
Firemen's Memorial Sunday	Second (2nd) Sunday in September
Columbus Day	Second (2nd) Monday in October
Veteran's Day	November 11
Thanksgiving	Fourth (4th) Thursday in November
Christmas Day	December 25

Line members of the Department shall receive one (1) holiday pay for each of the above listed holidays, such pay to be determined by multiplying the member's regular hourly rate of pay by ten (10) hours. Staff members of the Department shall receive one (1) holiday pay for each of the above listed holidays, such pay to be determined by dividing the member's regular bi-weekly pay by ten (10).

Holiday pay, as herein before defined, shall be in addition to the member's regular bi-weekly pay.

Line members who work their regular scheduled shift on a holiday shall receive a

normal pay for such work which pay shall be part of their regular bi-weekly pay.

Staff members of the Department shall be granted the day off on any of the above holidays which fall on their normally scheduled workday. Should a staff member be required to work on a holiday which falls on his normally scheduled workday, he shall be granted a similar number of hours off, administratively within thirty (30) days subsequent to that holiday at the discretion of the Chief of the Department or, at the employee's option, to be paid at overtime rates as defined in Section 4.6 of the contract.

Section 3.15 Sick Leave

A. LINE MEMBERS

1. All line members of the Department covered by this Agreement shall be credited, for sick leave purposes, fifteen (15) hours per month, or one hundred eighty (180) working hours per year. Sick leave credits may be accumulated from year to year, if unused, without limit.

2. If a line member dies or retires, while employed under the terms of this Agreement, the Town shall pay to him or his estate, as the case may be, all unused accumulated sick leave credited to him on the date of death or retirement but payment shall not be made for sick leave credits in excess of one thousand one hundred and fifty (1,150) hours. Nothing in this agreement is intended to mean that employees will be paid for more sick leave than they have accumulated and retained. Such payment shall be based on the line member's hourly rate at the time of death or retirement.

3. All line members' accrued sick leave on record in the personnel office shall be converted to hours or portions thereof, each "day" to be equated with twelve (12) working hours.

4. All line members taking sick leave shall have their accrued sick leave accounts charged by the actual number of hours, or portions thereof, taken.

B. STAFF MEMBERS

1. All staff members of the Department covered by this Agreement shall be credited, for sick leave purposes, ten (10) hours per month, or one hundred-twenty (120) working hours per year. Sick leave credits may be accumulated from year to year, if unused, without limit.

2. If a staff member dies or retires, while employed under the terms of this Agreement, the Town shall pay to him or his estate, as the case may be, all unused accumulated sick leave credited to him on the date of death or retirement but payment shall not be made for sick leave credits in excess of nine hundred sixty (960) hours. The rate of such payment shall be based on the staff member's regular hourly rate at the time of death or retirement.

3. All staff members' accrued sick leave on record in the personnel office shall be converted to hours, or portions thereof, each "day" to be equated with eight (8) working hours.

4. All staff members taking sick leave shall have their accrued sick leave accounts charged by the actual number of hours, or portions thereof, taken.

C. DOCTOR'S CERTIFICATE FOR SICK LEAVE

Employees who have a certificate from their doctor to return to work from sick leave and are required to go to the Town physician before returning to work, shall not be charged for sick leave from the time they report to work until the day after the doctor's visit.

Section 3.15.1 Family Sick Leave

Effective March 1, 2015 the practice of providing Family Sick Leave shall be abolished.

Section 3.15.2 Bereavement Leave

Employees will be entitled to a total of up to thirty six (36) hours of bereavement leave per year. Bereavement leave may be taken for the following immediate family members only: the employee's spouse, child(ren), and parent(s).

Section 3.16 Line-Of-Duty Illness

Members of the Department will be paid for line-of-duty illness as set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended subject to the provisions of 3.17 below and payment for time lost from work resulting from such illness shall not be charged against the accrued sick leave of the member.

Commencing July 1, 1988, any member of the Fire Department, covered by this Agreement, who is injured and remains away from their regular employment for a period of twenty-four (24) consecutive months or for a cumulative total period of twenty-four (24) months within any thirty (30) month period due to becoming wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of their duties, shall, at the expiration of twenty-four (24) months return to duty within thirty (30) calendar days thereafter, or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties.

Such person(s) who shall not return to duty within the thirty (30) calendar days as aforesaid, shall immediately apply for a disability retirement. The period of return may be extended by the Chief, with the approval of the Town Manager, if a physician's certificate indicates that the employee will be able to return to work within a reasonable period in

excess of twenty-four (24) months. Nothing herein is intended to prevent the earlier mandatory retirement of a disabled firefighter whose incapacity is permanent.

Section 3.17 Line-Of-Duty Injury

Department members who are injured in the line of duty shall be paid their full wages while such incapacity exists or until they are placed on disability retirement. When a member of the Department receives disability retirement payments and wage payments from the Town for the same period of time such member shall reimburse the Town for all wage payments received for that period for which he also received disability retirement payments. Payments for time lost from work resulting from such injury shall not be charged against the accrued sick leave of the member.

Commencing July 1, 1988, any member of the Fire Department, covered by this Agreement, who is injured and remains away from their regular employment for a period of twenty-four (24) consecutive months or for a cumulative total period of twenty-four (24) months within any thirty (30) month period due to becoming wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of their duties, shall, at the expiration of twenty-four (24) months return to duty within thirty (30) calendar days thereafter, or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties.

Such person(s) who shall not return to duty within the thirty (30) calendar days as aforesaid, shall immediately apply for a disability retirement. The period of return may be extended by the Chief, with the approval of the Town Manager, if a physician's certificate indicates that the employee will be able to return to work within a reasonable period in excess of twenty-four (24) months.

Nothing herein is intended to prevent the earlier mandatory retirement of a disabled firefighter whose incapacity is permanent.

Section 3.18 Full-Time Employees in Part-Time or Voluntary Status

Whenever a permanent full-time employee of the Fire Department is performing any of the duties set forth in Section 3.12 hereof on behalf of the Town either under orders or direction of the Department on a part-time status, or on a voluntary response basis, such as off-duty response to fire or rescue alarms, either within or outside the Town limits, such employee shall be entitled to all of the benefits set forth in Section 45-19-1 of the General Laws of Rhode Island, 1956, as amended subject to the provisions of 3.17 above, until the employee goes on retirement. Voluntary off-duty response to fire or rescue alarms shall be compensated at one and one-half (1-1/2) times the employee's full-time regular hourly wage rate. The Chief or his designee shall be free to send any such volunteers home without any compensation if he/she determines they are not needed.

If a member's outside employment or volunteer or call service for another fire department or fire district interferes with his duties as a member of the North Kingstown Fire Department the employee can be required to terminate his outside employment or volunteer/call fire duties.

Section 3.19 Notification of Accrued Sick Leave

Each member covered by this Agreement shall be notified by the Personnel Office twice a year, in the months of January and July of his accrued unused annual vacation and sick leave.

Section 3.20 Medical Insurance For Members On Disability Pension

When a member of the Department covered by this Agreement has been placed on

disability retirement for injuries or illness suffered or contracted in the line of duty, the Town shall continue to provide such disabled member Hospitalization coverage, Physicians' Service coverage and any other medical insurance coverage then being provided by the Town for other members of the Department actively engaged in full-time departmental duties.

Commencing June 30, 2004 when a member of the Department covered by this Agreement has been placed on disability retirement for injuries or illness suffered or contracted in the line of duty, the Town shall provide such disabled member the medical insurance coverage that is provided by the Town for other members of the Department actively engaged in full-time departmental duties, on the same terms as provided for active employees, until such time as the retiree becomes eligible for any health care coverage pursuant to state or federal programs or as a result of employment of himself/herself or a spouse.

Section 3.21 Seniority In Rank

A. Seniority in rank shall be computed from the date of most recent appointment to said rank. In the event that more than one member has the same date of rank, the order of seniority shall be determined by their respective placement on the promotional list. Accurate seniority lists showing the member's name, position, classification, title as specified in the Appendix to this Agreement, wage step, and seniority rank shall be posted in each of the Department's stations whenever changes in personnel necessitate revisions and, under any circumstance, during the month of July in each year.

A member of the Department who is called into involuntary military service or who is ordered involuntarily into an active reserve status from an inactive reserve status shall

be credited with his accumulated departmental "continuous employment service" for purposes of seniority at the time he shall leave Department employment for such Military purpose. Upon said member's re-entry into Departmental employment said member shall be credited with such "continuous employment service" for seniority purposes, provided he shall return to the Department's employment immediately upon release from military service or within the period allowed by law for reemployment rights.

Any Department member who voluntarily enlists in the Military service of the United States subsequent to July 1, 1976 shall not be credited with his "continuous employment service" at the time he shall leave employment for such purpose.

B. In the case of employees under the rank of Lieutenant, their seniority shall be determined by the length of time on the Fire Department.

For the purpose of bidding, Fire Fighter/Fire Alarm Operators who transfer to become a Line Fire Fighter/Rescueman and/or Fire Fighter/Rescueman/EMT-C shall have their seniority considered from the date of appointment as Fire Fighter/Rescueman and/or Fire Fighter/Rescueman/EMT-C and not his total time on the department unless there is prior service as a Line Fire Fighter/Rescueman which prior service must be credited when establishing seniority for the purpose of bidding. Provided, the parties agree the authority to grant permission to transfer from a Fire Fighter/Fire Alarm Operator position to a Line Fire Fighter/Rescueman position shall continue to reside in the Chief of the Department.

Effective June 30, 2004, dispatcher functions shall be performed by firefighter/rescuemen with the understanding that members who require light duty may be moved to dispatching and dispatchers may be moved to the floor.

Section 3.22 Seniority In Department

A. Seniority of an employee(s) shall be determined by the length of time said employee has been on the payroll of the Fire Department as a permanent member and including his probationary time. In the event that more than one employee went on the payroll of the Fire Department on the same day, then they shall have seniority according to their rank at the completion of the entrance exam. In the event that more than one (1) employee went on the payroll of the Fire Department on the same day and their entrance exam was tie then they shall have seniority by drawing lots.

B. Platoon Assignments:

Platoon assignments for the positions of Deputy Chief, Fire Captain, Rescue Captain, Fire Lieutenant, Rescue Lieutenant, Rescue Driver, Fire Fighter/Rescueman/EMTC, Fire Fighter/Rescueman and Fire Alarm Operator shall be made as follows:

Assignments within the platoon for all above positions shall be made according to seniority in rank. All remaining personnel who are not assigned positions shall be designated floaters and will fill vacancies on the Shift as needed consistent with all articles of the contract. The parties understand that among the vacancies to which floaters may be assigned are vacancies in Fire Alarm. The annual platoon bid shall be held not later than September 15. Transfers created by bid will be at no expense to Town.

C. Temporary Transfers

Temporary transfers within the platoon of members of equal rank may be permitted for training and familiarization. Notification of temporary transfers shall be given to the individual one tour prior to transfer. Temporary transfers will be for not less than one (1) full tour of duty, and will not exceed four (4) tours in any calendar year. Temporary

transfers will not be used for disciplinary purposes.

Section 3.23 Training And Education

A. The Town will pay the cost of all EMT and Paramedical Courses, including the cost of tuition and books for courses presently required or to be required in the future by the State of Rhode Island. In addition, the Town will also reimburse members of the department for the successful completion of any other approved Fire Science Courses and/or Health/Medical Courses offered through any accredited, public or private, college or university, within the State of Rhode Island and for the successful completion of any correspondence Fire Science Courses approved by the Chief of the Department, and for the successful completion of courses offered at the National Fire Academy. Such reimbursement to include the cost of tuition and books, in a total annual aggregate cost to the Town not to exceed Five Thousand (\$5,000.00) Dollars. Attendance at all courses shall be subject to approval by the Chief.

B. All employees on the department who are required by the Chief to attend EMT and or Paramedical Courses shall be allowed time off to attend classes without any requirement to make up said time. Those employees who attend such classes while off duty shall be reimbursed at his/her overtime rate of pay set forth in this agreement for all of the hours he/she attends classes.

C. Employees who are hired by the Town as firefighters after the effective date of this Award will reimburse the Town the cost of their training if they voluntarily leave the North Kingstown Fire Department within five (5) years of completion of their training period as follows:

Less than two (2) years	--	100 % of the cost of training
Between two (2) and three (3) years	--	75 % of the cost of training
Between three (3) and four (4) years	--	50% of the cost of training
Between four (4) and five (5) years	--	25 % of the cost of training

Section 3.24 Existing Benefits

A. Existing benefits conferred by departmental rules and regulations enjoyed by members of the department covered by this Agreement, but which are not set forth herein, shall be continued in effect so long as the same are not inconsistent with the terms thereof.

B. It is not the intention of this section to deprive any member of the bargaining unit of any benefits conferred by the Town's Personnel Ordinance and/or Personnel Rules and Regulations. The sole purpose of this section is to make it clear that in the event there is any conflict, contradiction, overlap, or duplication between this Agreement and/or the Departmental Rules and Regulations and/or ordinance, then the terms of this Agreement and the provisions of the Departmental rules and Regulations shall control.

Section 3.25(a) Vacancies In Fire and Rescue Officers Ranks

Whenever there is a temporary vacancy in Fire or Rescue Officers ranks due to vacation, illness or other cause, the same shall be filled at once, whenever possible, by a member from the next lower rank having the highest status on the promotional list, if a promotional list is available, subject however, to said member being regularly assigned to the absent officer's shift. In the event a promotional list is exhausted or is not available, the member to fill in shall be determined based on seniority, provided he/she has at least four years seniority and is on the same shift. In the event that the most senior eligible Firefighter or Firefighters in descending order of seniority rejects the fill in position for

Fire or Rescue Lieutenant, the Deputy Chief or Acting Deputy Chief shall order a Firefighter with a minimum of (4) years of service to fill in said position. The number of positions to be filled from the next lowest rank shall be limited to three (3) positions per platoon on each day or night tour of duty. This number is to be equated with the number of line personnel allowed off on vacation leave. In the event an officer in the next lowest rank is not available, the fill-in shall be an officer of equal rank. Out of rank assignments shall not be made in excess of one rank above that rank of the member assigned to fill a vacancy. Such member shall be paid out of rank pay as defined in Section 3.25(c) below.

Section 3.25(b) Vacancies in Fire Fighter/Driver/Rescueman's Ranks

Whenever there is a temporary vacancy in a Fire Fighter/Driver/Rescueman's rank due to vacation, illness or other cause, the same shall be filled at once, whenever possible, by a Fire Fighter/Rescueman who is EMTC qualified, subject, however to said member being regularly assigned to the absent Fire Fighter/Driver/Rescueman's shift. In the event that an on-shift member who is EMTC qualified is not available, then the fill-in shall be a Fire Fighter/Rescueman/EMTC who is regularly assigned to another shift.

Temporary vacancies shall be filled from a fill-in list. Such lists shall be based on seniority. Fill-ins shall be drawn on a rotating basis with the next in line on the list being the employee to fill in. Such Fire Fighter/Rescueman/EMTC shall receive out of rank pay as defined in Section 3.25(c) below.

Section 3.25(c) Out of Rank

Any member serving in an "out of rank" assignment shall receive "out of rank" pay at the rate of \$1.50 per hour for each hour worked on such temporary assignment. It is understood, however, that this section shall not apply to Rescue Lieutenants filling a

temporary vacancy as a Fire Lieutenant or a Fire Lieutenant filling a temporary vacancy as a Rescue Lieutenant, or a Fire Fighter/Rescueman/EMTC filling in a temporary vacancy as Rescue Driver. There shall be no "out of rank" pay in any case.

Section 3.25(d) Fire Fighter/Rescueman/EMTC

Any Fire Fighter/Rescueman on the department who is EMTC qualified shall hold the rank of Fire Fighter/Rescueman/EMTC, pay grade twenty (20).

Section 3.26 Minimum Manning

1. First due in engine assigned to Wickford, Saunderstown and School Street Fire Station shall be maintained by at least two (2) full-time permanent line employees of the department, and the Quonset Fire Station shall be maintained by at least three (3) full-time permanent line employees of the department when dispatched to an alarm or emergency. This will not be achieved by the use of Rescue personnel.

2. There shall be no less than twelve (12) full-time permanent line employees on duty at all times. As soon as the awaited second Rescue truck is placed in service, the minimum manpower shall be increased to fourteen (14) employees. Effective July 1, 2004, the minimum manpower shall be increased to fifteen (15) employees, which shall include any employees assigned to perform fire alarm operator duties.

3. All new Fire Fighter/Rescueman employees shall become EMT-C Certified before the end of their probation period or as soon as practicable. Members who were hired in and after 1987 and required thereafter to have an EMT-C certification as part of their job requirement will be required to maintain their certification until reaching the Rank of Deputy Chief.

Section 3.27 Vacancies

When a vacancy creates the need for a callback, the position to be filled with callback personnel shall be the position that created the vacancy, and shall be a member of equal classification as defined by Appendix A of this Agreement. Fill-ins shall be from a fill-in list. Such lists shall be established based on seniority. Fill-ins shall be drawn on a rotating basis with the next in line on the list being the employee to fill in. All fill-ins shall be on a voluntary basis and the need for such fill-in shall be at the discretion of the Chief of the Department or a Deputy Chief.

If no employee of equal classification is available to fill a vacancy, the callback then shall be given to an employee who is on the promotional list of the vacancy. Captains on a list for Lieutenant shall not be eligible for this vacancy.

Employees who are called to fill said vacancies shall be called between the hours of 6:00 a.m. and 9:00 a.m. for that day shift and the following night shift, and between the hours of 3:00 p.m. and 9:00 p.m. for that night shift and the following day shift.

Section 3.27(a) Vacancies in Staff Positions

All vacancies in the staff positions shall be first opened to employees on the fire department who meet the qualifications to fill the vacant positions. If no employees meeting the qualifications want the positions, the Town will hire from the outside.

Section 3.28 Terminal Benefits

A. All members who leave the service of the Town for any reason shall receive all pay which may be due them.

B. Line members who have completed one (1) year's continuous service to the

Town shall be paid for all unused vacation time to a maximum of, but not to exceed four hundred eighty (480) hours. Staff members who have completed one (1) year's continuous service to the Town shall be paid for all unused vacation time to a maximum of, but not to exceed three hundred twenty (320) hours. Employees who leave before completing one (1) year's continuous service shall not be entitled to any vacation pay upon termination.

C. Terminal pay shall be paid to members who are laid off due to a reduction in force from Town employment in the following manner:

1. Six (6) months, but less than six (6) years of continuous service - one-half (1/2) of the member's regular bi-weekly pay.
2. Six (6) years, but less than eleven (11) years of continuous service - one (1) regular bi-weekly pay.
3. Eleven (11) or more years of continuous service - one-tenth (1/10) of the member's bi-weekly pay for each year of continuous service.

D. On separation from the service of the Town, voluntarily or otherwise, no member with the exception of those who are eligible for retirement or die in the service of the Town, shall receive any pay for any accumulated sick leave.

Section 3.29 Personnel Reduction

A. In the case of reduction in the personnel of members of the Fire Department of the Town of North Kingstown, employees with the least seniority shall be laid off first.

No new employees in the Fire Department shall be hired until all employees that were previously laid off in all personnel reductions have first been given the opportunity to return to his position and work within the Fire Department.

B. Employees who are laid off shall be placed on a recall list for a period of two

(2) years. If there is a recall, employees who are on the recall list, and still qualified physically, shall be called in the inverse order of their layoff. Provided, however, said recalled employees shall be subjected to and pass successfully a physical examination, and said physical examination shall be the same medical and physical examination given to any new employee, but shall not include a so called "agility test".

C. Employees who are eligible for recall shall be given thirty calendar days' notice for recall. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Bargaining Agent, provided that the employee must notify the Personnel Director of the Town of North Kingstown of his intention to return within fourteen (14) days after receiving notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Town with his latest mailing address.

D. No employee shall be laid off unless they are given a two (2) weeks' notice by the Town prior to the effective date of the layoff.

E. Employees who have been laid off by the Town upon recall by the Town, their time while on layoff shall be counted as continuous service on the department for promotional purpose only.

Section 3.30 Fire Fighter Safety

On or before June 30, 1995, the Town shall implement a repeater system.

Section 3.31 Legal Assistance

The Town will continue to maintain insurance coverage to provide for legal defense and coverage for liability for lawful acts done by employees within the scope of their

authority as employees of the Town.

Section 3.32 - Light Duty

Employees who are determined to be unfit for their regular duties may be assigned to light duty positions if their injury or illness is expected to last greater than thirty (30) days. These positions shall only be filled by employees who are medically cleared by their own physician, by the Town's physician, or, in the event of disagreement between the member's physician and the Town's physician, by a neutral physician selected by the Executive Director of the Rhode Island Medical Association certified/specializing in the field pertaining to the member's specific illness or injury. Light duty shall consist of work within the Fire Department, e.g., without limitation in the Fire Prevention Bureau or Motor Vehicle/Equipment Maintenance Division or the Fire Alarm Division. The employee's hours of work shall be the same as others working in the same area or division. Employees working light duty assignments shall be allowed to keep all scheduled doctors' appointments, therapy, tests, etc. related to their injury or illness during their scheduled hours of work without having to make up said time. Members suffering from a non-service connected injury or illness will be charged sick time for such absences, or, if they have no sick time, vacation time. Employees suffering from a service connected injury or illness shall not be charged for any leave accounts for such absences.

Employees given light duty assignments will receive their normal salary and benefits as provided under this Agreement.

Employees assigned to light duty will not be eligible for assignment to details unless the parties mutually agree in particular cases.

ARTICLE IV

HOURS OF WORK, HOURLY RATES, CALLBACK AND OVERTIME

Section 4.1 Hours of Work and Regular Hourly Rates

The regular work schedule for Department members assigned to firefighting division and fire alarm operations shall be an average annual workweek of fifty-six (56) hours with the regular hourly rate of pay for such members to be one fifty-sixth (1/56) of the member's regular weekly pay. The actual Work Schedule and tour hours for "line" members shall be as follows: One (1) ten (10) hour day shift, followed by one (1) fourteen (14) hour night shift, followed by forty-eight (48) hours off. The day tour of the firefighting division and fire alarm operations shall be from 7:30 a.m. to 5:30 p.m. The night tour shall be from 5:30 p.m. to 7:30 a.m.

Notwithstanding the foregoing, the Work Schedule may be changed by mutual agreement of the Town and the Union subject to the conditions set forth below:

1. The Work Schedule shall be a three-platoon, fifty-six hour per week (average) schedule;
2. Any agreement to change the Work Schedule shall be reflected in a signed Memorandum of Agreement, which shall be incorporated herein;
3. During the first bid year after the execution of this Agreement (which begins on or about September 27, 2015), the Union, by a vote of its membership, may propose to the Town an alternative shift schedule not more than twice, unless otherwise agreed to by the Town;
4. Each bid year thereafter, the Union, by a vote of its membership, may propose an alternative shift schedule to the Town not more than once, unless otherwise

agreed to by the Town;

5. If a Work Schedule proposed by the Union is disapproved by the Town, then the Union may elect, by a vote of its membership, to remain in the last mutually agreed schedule defined in the Memorandum of Agreement, or return to the Work Schedule defined above at no cost to the Town.

The regular work schedule for "staff" members of the department not assigned to the firefighting division or fire alarm operations shall be five (5) eight (8) hour days, each inclusive of a one-half (1/2) hour luncheon period, followed by two (2) days off. Such "staff" members, therefore, shall have an effective work schedule of thirty-seven and one-half (37-1/2) hours per week with a regular hourly rate to be determined by dividing the member's regular weekly pay by thirty-seven and one-half (37-1/2).

All members of the Department shall work the hours of their normal tour of duty consecutively. Splitting of work hours on any normal tour of duty shall not be permitted for any member of the Department. Provided, however, that the splitting of work hours for Fire Alarm Operators shall be permitted in the event of an emergency.

Section 4.2 Substitutions

For purposes of training and education, a Department member shall have the right to arrange for another Department member, who is of equal rank or is currently on the promotional list for that rank, to substitute on his tour of duty provided, however, that prior permission of the officer in charge of the shift in which the substitution is to be implemented is obtained. Substitutions for a portion of a tour of duty may also be permitted for other than training and education purposes subject to obtaining prior permission of the officer in charge of the shift in which the substitution is to be implemented. Repayment(s)

of permitted substitution(s) shall be without restriction subject only to approval by the Chief or his/her designee; repayment(s) may be taken at any time and/or for any reason, subject only to approval by the Chief or his/her designee.

Section 4.3 Callback Minimum

All regular "line" and "staff" members of the Department who work callback assignments as defined in Sections 4.4 and 4.5 below shall be guaranteed compensation for a minimum of two (2) hours when such callback assignments result in less than two (2) hours of actual work.

Section 4.4 Callback Pay - "Line" Members

Callback time shall be defined as that time which a regular "line" member of the Department while on regularly scheduled time off, or on vacation, is called back to duty by the Chief of the Department or a Deputy Chief.

All "Line" callback, whether or not on a holiday, shall be paid in an amount to be determined by multiplying one and one-half (1-1/2) times the member's regular hourly rate times the number of hours worked to the next succeeding quarter hour for portions of quarter hours worked, subject to the two (2) hour minimum.

No employee classified in pay grade Range 19, Step A shall be permitted or allowed to work a callback assignment until he has completed thirty (30) calendar days of employment.

Section 4.5 Callback Pay - "Staff" Members

Callback time shall be defined as that time which a regular "staff member" of the Department, while on regularly scheduled time off, or on vacation, is called back to duty by the Chief of the Department or a Deputy Chief.

Staff callback on other than a holiday shall be paid in an amount to be determined by multiplying one and one-half (1-1/2) times the member's regular hourly rate times the number of hours worked to the next succeeding quarter hour for portions of quarter hours worked, subject to the two (2) hour minimum.

Staff callback on holidays, not in excess of eight (8) hours, shall be compensated at the member's regular hourly rate for the number of hours worked to the next succeeding quarter hour for portions of quarter hours worked, subject to the two (2) hour minimum. Such pay shall be separate from and in addition to the member's holiday pay as defined in Section 3.14 above.

Staff callback in excess of eight (8) hours on a holiday shall be paid in an amount to be determined by multiplying one and one-half (1-1/2) times the member's regular hourly rate times the number of hours worked in excess of eight (8) hours to the next succeeding quarter hour for portions of quarter hours so worked.

Section 4.6 Overtime Pay - Non-Holiday Line Members and Staff Members

Overtime for regular line members of the department shall be defined as time worked in excess of and contiguous to a ten (10) hour day tour or a fourteen (14) hour night tour and for staff members shall be defined as time worked in excess of and contiguous to an eight (8) hour day tour. Overtime pay for such time worked shall be compensated for at a rate of one and one-half (1-1/2) times said employee's regular hourly rate on the following basis:

<u>OVERTIME WORKED</u>	<u>PAID AT OVERTIME FOR:</u>
------------------------	------------------------------

- | | |
|--------------------|----------|
| a) 0 - 30 Minutes | 1/2 Hour |
| b) 31 - 60 Minutes | 1 Hour |

- c) 61 - 75 Minutes 1-1/4 Hours
- d) 76 - 90 Minutes 1-1/2 Hours
- e) 91 - 105 Minutes 1-3/4 Hours
- f) 106 - 120 Minutes 2 Hours
- g) Over 120 Minutes To next quarter hour as in C through F above

Any regular "Line" or "Staff" member working overtime hours shall have such overtime assignment authorized and justified by the Chief of the Department or a Deputy Chief.

Section 4.7 Overtime Pay - Holiday Line Members and Staff Members

Overtime pay for "Line" members and "Staff" members, for overtime worked as defined in 4.6 above, but occurring on a holiday, shall be compensated at a rate of one and one-half (1-1/2) times said employee's regular hourly rate on the same basis as 4.6 (a) through (g) above.

Any regular "Line" or "Staff" member working overtime hours shall have such overtime assignment authorized and justified by the Chief of the Department or a Deputy Chief.

Section 4.8 Special Details

A. Civic Details. All employees covered by this Agreement who are assigned to any specific special Civic detail, other than normal firefighting duties and outside of his normal tour, shall be compensated at the rate of one and one-half (1-1/2) times their hourly rate for all time actually worked on such specific special Civic detail. If such special Civic details occur on a holiday, employees shall be compensated at the rate of one and one-half

(1-1/2) times their hourly rate for all time actually worked.

B. All employees covered by this Agreement who are assigned to any specific special private detail, other than normal firefighting duties and outside of his/her normal tour, shall be compensated at the hourly rate provided to the Town's Police Department for private details (currently \$42.50, of which, \$5.50 shall be paid to the Town to defray FICA and administrative costs).

C. Special details shall include those details which result from State statute or local ordinance requirement that fire fighters and/or fire apparatus be provided. Wages for such specific special details shall be paid to the employee by the Town through its regular payroll system. All specific special details will be assigned on a voluntary basis, by the Chief of Department or his designee. If no employee voluntarily accepts assignment to a specific special detail, the Chief of Department shall have the right to order to duty for such specific special detail any employee(s) currently on the special detail list. (See Paragraph D)

D. A special detail list shall be established on the basis of departmental seniority in rank and qualifications and shall be used on a rotating basis. (i.e. If an employee is bypassed on the list because he is not qualified, he shall be given the opportunity for the next detail for which he is qualified.

E. Any increase or improvements in special private details compensation granted to members of the North Kingstown Police Department shall be granted to the Fire Department.

F. All special details shall be compensated for a minimum of four (4) hours.

Section 4.9 Misassignments

In the event of a misassignment of overtime work or a detail, the employee shall notify the Town immediately upon learning of the event and shall have the option to receive a substitute assignment of equal hours to the assignment missed, performing his normal duties or duties similar to those missed, which must be worked within fourteen (14) days of the missed work, as the sole and exclusive remedy for such misassignment.

Employees working such substitute assignments shall be counted towards minimum manpower pursuant to Section 3.26.

Section 4.10 Collateral Pay

The Fire Chief will post notice of Collateral pay opportunities in advance. All Collateral pay opportunities shall be compensated at the participating member's rate of pay (i.e. straight time).

ARTICLE V

PROMOTION PROCEDURES

Section 5.1 Eligibility

A. To establish eligibility to take the promotional exam for Fire Lieutenant, an employee shall be required to have four (4) full years of continuous service as a Fire Fighter/Rescueman, Fire Fighter/Rescueman/EMTC, Rescue Lieutenant, or Rescue Captain prior to the date of such examination; provided, however, that if less than four (4) members are eligible to take said promotional examination, the four (4) year eligibility requirement shall be reduced so that at least four (4) members become eligible. Those Employees who hold the rank of Rescue Lieutenant and are eligible will not be counted as one (1) of the eligible members. If one member thereby becomes eligible, all members having the same date of rank shall also become eligible.

B. To establish eligibility to take the promotional examination for Rescue Lieutenant, an employee shall be required to have four (4) full years of continuous service in the Department as a Fire Fighter/Rescueman, Fire Fighter/Rescueman/EMTC, or Fire Lieutenant prior to the date of such examination; provided that the employee holds the level of emergency medical certification and licensing mandated by the department. However, if less than four (4) members are eligible to take said promotional examination, the four (4) year eligibility requirement shall be reduced so that at least four (4) members become eligible. Those Employees who hold the rank of Fire Lieutenant and are eligible will not be counted as one (1) of the eligible members. If one (1) member thereby becomes eligible, all members having the same date of rank shall also become eligible.

C. Promotional examinations from Fire Lieutenant to Fire Captain will require two

(2) full years of service as a Fire Lieutenant to establish eligibility; provided, however, that if less than four (4) members are eligible to take said promotional examination, the two (2) year eligibility requirement shall be reduced so that at least four (4) members become eligible. If one member thereby becomes eligible, all members having the same date of rank shall also become eligible.

D. To establish eligibility to take the promotional examination for Rescue Captain, an employee shall be required to have two (2) full years of continuous service in the Department as a Rescue Lieutenant, prior to the date of the examination; provided that the employee holds the level of emergency medical certification and licensing mandated by the Department. However, if less than four (4) members are eligible to take said promotional examination, the two (2) year eligibility requirement shall be reduced so that at least four (4) members become eligible. If one (1) member thereby becomes eligible, all members having the same date of rank shall also become eligible. In order to be eligible for promotion to Rescue Captain a member must be currently serving as a Rescue Lieutenant.

E. Promotional examination from Fire Captain to Deputy Chief will require three (3) full years of service as a Captain to establish eligibility; provided however, that if less than four (4) members are eligible to take said promotional examination, the three (3) year eligibility requirement shall be reduced so that at least four (4) members become eligible. If one member thereby becomes eligible, all members having the same date of rank shall also become eligible.

F. Eligibility to take the promotional examination for Fire Prevention Officer will require State of Rhode Island licensure as Assistant State Deputy Fire Marshall and eight

(8) years of continuous service within any combination of the following listed ranks: Firefighter/Rescue Person, Firefighter/Rescueman/EMTC, Rescue Lieutenant, Fire Lieutenant, Rescue Captain, Fire Captain or Deputy Fire Chief. Provided however that the eight year eligibility requirement shall be reduced if necessary to provide at least four (4) members who are eligible to take the examination and willing to serve as Fire Prevention Officers.

Section 5.2 Promotional Examinations

All promotions shall be based upon competitive examinations composed of the following parts:

A. Part One - Written Examination

Written examination, 100 points, multiple choice and/or true and false written test. Prepared and conducted by the Personnel Director. At least ninety (90) days' notice of examination dates and reference sources shall be given and reference materials shall be provided by the Department. A score of 65 or above must be attained to continue to Part Two. The scores of all personnel receiving a score of 65 or above shall be posted in all manned stations within five (5) staff working days of the examination. All members taking the examination shall have the right to review the examination with the Personnel Director.

All employees shall be given the same identical written test.

B. Part Two - Education and Seniority

1. Credit for successful completion of job related courses and schools shall be obtained by adding to the standard grade of 65 the following points:

- | | | |
|-----|----------------------|-----------|
| (a) | 3 - 9 hour courses | 1/4 Point |
| (b) | 10 - 19 hour courses | 1/2 Point |

- (c) 20 - 30 hour courses 3/4 Point
- (d) Courses over Thirty (30) hours and full semester courses in the Fire Science Degree Program 1 Point
- (e) A maximum amount of ten (10) points can be accumulated

2. Credit for seniority shall be given for actual time on the department only, including probationary period. Seniority shall be computed as of the date of the examination. Credit for seniority shall be obtained by adding to the standard grade of 65 the following points.

One (1) point for each full year of service for a maximum of twenty (20) points.

3. A total amount of thirty (30) points shall be allowed for both education and seniority. In case of a tie with two or more employees, the most senior employee on the Department shall be awarded one additional point.

4. All points accredited to each employee for education and seniority shall be posted ten (10) days prior to the date of the written promotional examination.

Effective September 1, 2007, the following promotional process shall be implemented: All promotions shall be based upon competitive examinations composed of the following parts:

A. Part One – Written Examination

Written examination, 100 points, multiple choice and/or true and false written test. Test shall be prepared outside of the department by a nationally recognized independent testing company. The reference material for the aforementioned examination shall be selected from a resource list, selected by the Chief of the Fire

Department. The resource list shall be posted no later than January 5th of the calendar year for which the examination will take place. The resource list shall be comprised of no more than six (6) resources for Fire officer promotional examinations, and no more than six (6) resources for Rescue officer promotional examinations. Additionally, any modification to the resource list shall be limited to one (1) modification per examination, per year.

At least ninety (90) days' notice of examination date and location shall be provided by the department. Additionally, under no circumstances will any promotional examination be administered unless all resource material for that exam has been posted for at least ninety (90) days. A score of 65 or above must be attained to continue to part Two. The scores of all personnel shall be furnished to both the Union and the Town following independent correction conducted by the testing agency. The scores shall then be posted in all manned stations within five (5) staff working days of their receipt.

All employees shall be given the same identical written test.

B. Part Two - Education and Seniority

1. Credit for successful completion of job related courses and schools shall be obtained by adding to the standard grade of 65 the following points:

- | | | |
|-----|---|-----------|
| (a) | 3 - 9 hour courses | 1/4 Point |
| (b) | 10 - 19 hour courses | 1/2 Point |
| (c) | 20 - 30 hour courses | 3/4 Point |
| (d) | Courses over Thirty (30) hours and
full semester courses in the Fire
Science Degree Program | 1 Point |

(e) A maximum amount of ten (10) points
can be accumulated

2. Credit for seniority shall be given for actual time on the department only, including probationary period. Seniority shall be computed as of the date of the examination. Credit for seniority shall be obtained by adding to the standard grade of 65 the following points.

One (1) point for each full year of service to a maximum of 25 points

3. A total amount of thirty-five (35) points shall be allowed for both education and seniority. In case of a tie with two or more employees, the most senior employee on the Department shall be awarded one additional point.

Section 5.3 Promotional Lists

There shall be promotional lists in effect at all times for each promotional rank. Such promotional list shall be established in accordance with the promotional examination procedure herein before set forth.

Employees may exercise the option to retain their written score one time before having to retest. This score will be adjusted by whatever educational seniority points they may have earned. Provided, however, that the employee elects to remain with his previous score prior to the examination date.

Each promotional list shall remain in effect for a period of two (2) years and all promotions shall be made from the top man on the particular promotional list.

Section 5.4 Personnel Records

It shall be the right of each and every employee as defined in Article I, Section 1.6 of this Agreement, to examine his or her personal records annually between January 1 and

March 31.

Section 5.5 Retirement Benefits

Effective July 1, 1990, all employees covered by this agreement shall be eligible to retire after completing twenty (20) years of service with the Town. Retirement benefits shall be afforded in accordance with Rhode Island General Laws Titled 45, Chapter 21.1, Section 22 entitled "Optional twenty (20) year retirement on service allowance"; provided that all bargaining unit employees hired by the Department after the effective date of this Award who are not fire suppression or rescue personnel will be enrolled in the pension plan afforded other municipal employees (non-police and non-firefighters).

All employees hired after July 1, 2010 shall be eligible to retire after completing twenty five (25) years of service.

Section 5.6 PLAN C COLA

The Town Council will take such action as is necessary for Plan C COLA (R.I.G.L. 45-21-52 (a) (3) to be added to the present pension plan on January 1, 1999 for employees retiring after that date.

ARTICLE VI

NOTICES, LEGAL PROVISIONS AND DURATION OF AGREEMENT

Section 6.1 Notice Provisions

Any notice pertaining to any apparatus or personnel of the Department shall be distributed to all manned stations.

Section 6.2 Legal Provisions

The Town and the Union hereby acknowledge that all benefits conferred by this Agreement upon the members of the Fire Department are subject to the provisions of Federal, State and Local Laws and subject, as well, to the provisions of the Town Charter.

Section 6.3 Saving Clause

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

Section 6.4 Duration

The duration of this Agreement shall extend from July 1, 2016 to June 30, 2019.

Section 6.5 Entire Agreement

The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein. While discussions of the content of this Agreement or of new subject matter may take place between the Town and the Union during the life of this Agreement, this Agreement may

not be changed in its terms or new subject matter added, except by mutual agreement.

Section 6.6 Civilianization of Dispatch

If the Town decides to merge the existing fire dispatch function into another dispatch function during the term of this Agreement, it will negotiate the issue with Local 1651. If the parties are unable to reach agreement on the effects of such decision, the Town may reopen the Contract on that issue only.

Section 6.7 Titles

The titles of Articles and Sections of this Agreement shall have no effect.

IN WITNESS WHEREOF, the parties hereto have caused to be signed and sealed this Agreement and like copies on this 10th day of September, 2015.

IN THE PRESENCE OF:



TOWN OF NORTH KINGSTOWN


Town Manager

IN THE PRESENCE OF:



LOCAL 1651, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO


President

September 10, 2015