AGREEMENT

BY AND BETWEEN TOWN OF TIVERTON

AND LOCAL 1703,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO

JULY 1, 2015 THROUGH JUNE 30, 2018

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AGREEMENT

AGREEMENT, made and entered into this day of _____, 2015 by and between the Town of TIVERTON and LOCAL 1703, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO.

ARTICLE I

Section 1. Recognition

The Town of Tiverton recognizes Local 1703, International Association of Firefighters, AFL-CIO, as the sole and exclusive bargaining agent for all permanent men of the Tiverton Fire Department, except the Chief and Deputy Chief, for the purpose of collective bargaining relative to wages, salaries, hours and working conditions. The rights of the Town of Tiverton and employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions. The Chief of the Department, and Deputy Chief are not included in this Agreement.

Effective June 30, 2004, the position of dispatcher shall no longer be included as a bargaining unit position in Local 1703, International Association of Firefighters, AFLCIO and any firefighter(s) assigned to said position as of June 30, 2004 shall, after said date, be assigned to firefighting/EMT positions at stations as determined by the Chief of the Department.

Section 2. Union Security

The Town of Tiverton agrees not to discharge or discriminate in any way against employees for Union membership or Union activities. Membership in Local 1703, IAFF -AFL-CIO shall be a condition of employment upon completion of probationary period.

Section 3. Neutral Reference

All references to a member covered by this agreement as well as the use of the pronoun "he" is intended to include both genders. When the male gender is used, it shall be construed to include both male and female employees.

Section 4. Non-discrimination Reference

The Employer and the Union agree that they will continue policies of nondiscrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, or sexual orientation or preference.

ARTICLE II

Section 1. Management Rights

Local 1703, IAFF -AFL-CIO acknowledges the right of the Town of Tiverton to issue rules and regulations governing the internal conduct of the Fire Department as provided by law.

ARTICLE III

Section 1. Seniority

Seniority of employees shall be determined by the length of continuous service. A break in service is defined as unauthorized leave of thirty (30) calendar days from the Tiverton Fire Department. Accurate and up-to-date seniority list shall be posted in each station during the month of July of each year.

Section 2.

For purpose of selecting vacation time and call back for overtime seniority of employees shall be determined by length of time in service in the Tiverton Fire Department.

ARTICLE IV

Section 1. Vacancies - Private Ranks

As far as possible, the Department shall anticipate for filling vacancies in the private's rank.

Section 2. Detail to Other Departments Prohibited

The Town of Tiverton agrees that any employee covered by this Agreement shall not be transfer to other departments of the Town.

Section 3. Creation of Division, Department, Bureau

If any division or bureau having full or part-time salaried positions is created within or becomes associated with the Fire Department, first opportunity to fill the positions shall be given to members of the permanent Fire Department who meet the minimum qualifications. If there is more than one applicant the most senior of those applying who meet the minimum qualifications shall be awarded the position.

ARTICLE V

Section 1. Duties

The principal duties of the Fire Department shall consist of prevention, control and extinguishing of fire, emergency medical services, first aid, and other rescue responsibilities together with the necessary administrative and service functions presently conducted by the Fire Department and as set forth in the Rules and Regulations adopted by the Town for the management of the Fire Department. Effective June 30, 2004, the duties of dispatcher shall no longer be assigned to firefighters and shall not be included as part of the principle duties of bargaining unit members of the Fire Department.

Members of the Fire Department will not be required to perform repairs or maintenance work to the exterior of any fire station or areas not occupied by or for firefighters or fire fighting purposes. Members may volunteer to perform such work so long as the Union is informed in advance of any such requests to perform this work.

Section 2. Permanent Status

Employees performing the duties set forth in Section 1. shall be permanent members of the Fire Department and at same classification and respective grade increases. The dismissal of a probationary fire-fighter (first year of employment) shall not be subject to the grievance or arbitration provisions of the Agreement.

Section 3. Transfers

The transfer from one unit to another within the Fire Department shall be the responsibility of the Chief of the Department.

All transfers that are a result of the desire of the employee to move from one position or shift to another position or shift, shall be made at no cost to the Town and will be made voluntarily by the employee or employees. If the Chief forces an involuntary transfer, then the Chief will afford the member with time off commensurate with time worked as a result of the transfer.

Section 4. Mutual Transfers

Mutual transfers as approved by the Chief may be allowed between members of the Tiverton Fire Department, provided however, that all parties are qualified and all senior members are offered said positions. Approval of such transfers will not to be unreasonably withheld.

ARTICLE VI

Section 1. Hours

The regular work schedule for the Fire Department members assigned to firefighting and rescue operations shall be an average annual work week of fifty-six (56) hours with the regular hourly rate of pay for such members to be one fifty-sixth (1/56th) of the member's regular weekly pay. The actual work schedule and tour hours for all firefighter shift employees covered by this Agreement shall be as follows:

The tour of the firefighting and rescue operations shall be a forty-eight (48) hour shift commencing at 7:00 a.m. on one day and ending at 7:00 a.m. on the second following day. Each tour of duty shall be followed by ninety-six (96) hours off.

The Town and the Union shall meet each year to discuss different variations of a 3-platoon, 56-hour per week schedule, and the parties may change the schedule by mutual agreement, provided it still results in a 3-platoon system/56-hour (average) workweek.
The regular work schedule for the Fire Marshal shall be five (5) eight (8) hour days, each with a one-half (1/2) hour unpaid lunch period, followed by two (2) days off. The Fire Marshal, thus, will have a work schedule of forty (40) hours per week, with a regular hourly rate to be determined by dividing the member's weekly pay by forty (40).

Section 2. Substitutions

The right to substitute may be permitted, provided, however, that the permission to substitute is obtained from the Chief or his designated next in command which permission shall not be arbitrarily withheld.

Section 3. Firefighting Units/Rescue - Overtime

Members of the Firefighting/Rescue Units who are required to work beyond or outside their regular shifts shall be paid at the rate of time and one half. The first thirty (30) minutes of each hour worked outside their regular shift shall be paid based on the amount of actual time worked. If a firefighter works between thirty-one (31) and sixty (60) minutes it will be considered a full hour. All overtime shall be shared as nearly equal as possible among all Department personnel based upon seniority of the Department personnel within each fiscal year.

Notwithstanding the preceding paragraph or any other provision in this Agreement to the contrary, commencing on July 1, 2015, when the Town reaches One Hundred Twenty-Five Thousand Dollars ($125,000.00) in overtime expenses for the Fire Department (i.e., time and one half pay) for that fiscal year (excluding emergency overtime that is reimbursed by the state or federal government), the Town shall strictly adhere to Section 7(k) of the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. 207(k), and accompanying regulations, commencing on the first day of that fiscal year in which the Town's overtime expense exceeds One Hundred Twenty-Five Thousand Dollars ($125,000.00) through and including the last day of that fiscal year. Strict adherence with Section 7(k) of the FLSA shall mean that firefighters will only be entitled to overtime pay (i.e., time and one half the firefighter's regular hourly rate of pay) for time actually worked in excess of 212 hours in a 28-day work period. Only actual hours worked shall be counted toward the 212 hours calculation. All sick, vacation, personal leave, emergency leave, family medical leave, military leave and other time off, except for bereavement leave and union meeting leave (Article XII, Section 2), shall not count as hours worked for the purposes of the 212 hours calculation. Time worked as a substitution shall not count as hours worked for the purposes of the 212 hours calculation; however, time taken off and replaced by a substitution at no cost to the Town shall be credited as hours worked for the employee taking the time off. The Town shall have the discretion to utilize any work-period between 7-days and 28-days for the purpose of this calculation, provided the overtime hours threshold will be adjusted in accordance with the FLSA to reflect the same ratio of 212 hours to 28-days (e.g., if the Town utilizes a 14-day work period, the overtime threshold will be 106 hours over that 14-day period; if the Town

utilizes a 7-day work period, the overtime threshold will be 53 hours over that 7-day work period).

The foregoing overtime threshold will increase to $150,000 for FY2017 and $175,000 for FY2018. The FLSA language in this paragraph and the preceding paragraph of this Agreement will sunset on June 29, 2018.

The Fire Marshal shall be an exempt, salaried position and, thus, not subject to overtime. The Fire Marshal may, however, work a flex schedule with approval by the Fire Chief.

Section 4. Call Back

Members of the Department called back for work shall be compensated for a minimum of three (3) hours at the rate of time and one-half (1½) and at the rate of time and one-half (1½) for all hours in excess of three (3) hours. For the purpose of this Section, any time worked in any hour after three (3) hours shall be considered a full hour.

Section 5. Out-of-Grade Work

An employee who is assigned to work in a higher grade or rank shall be paid the full pay of the higher grade or rank. This pertains to acting chiefs, captains, and or lieutenants.

In the event that a shift officer is not on duty, a member of the department assigned to that shift, who is of lesser grade, shall be an acting-officer for the duration of the officer's absence. This employee shall be taking from the list of qualified candidates for the officer's position according to highest score. In the event that two (2) members on a shift have the same score, then seniority will be the deciding factor. If there is no member on a shift that is on the current officers list, then the acting officer will be the senior-most member who meets the requirements to test for an officer's position. The acting officer will assume the duties and the station assignment of the absent officer.

In the event that the department maintains more than two (2) officers on a shift; i.e. a Captain and a Lieutenant, then the absence of a Captain will be filled by the shift lieutenant, who will receive out of grade pay. The Lieutenants position will be filled by the above criteria.

In the case an employee is serving out of rank and is injured, he will receive full pay during the period of incapacity based upon the rate of pay of the employee he was filling in for. If an employee is injured while serving out of rank and should be forced to retire, said injured employee shall be compensated at the rate applicable to the position he was serving in at the time of his injury.

In the event that a Captain or Lieutenant is going to be out for a period of more than thirty (30) days, the position will be filled on a temporary basis. A qualified candidate who is on the promotional list with the highest score will be given the opportunity to fill the position of the absent officer until he/she returns to duty.

Section 6. Out-of-Rank Pay

All out-of-rank pay shall be paid the following pay period in which the employee served.

Section 7. Compensation Time

Firefighters can accrue up to a maximum of forty-eight (48) hours of compensation time during each fiscal year (which equates to 72 regular time hours). Firefighters cannot use such compensation time if it results in more than one (1) firefighter being called back to duty on an overtime basis, as the parties hereby agree that the use of compensation time under such circumstances would unduly disrupt the operations of the Department. If a firefighter has any unused, accrued compensation time as of the end of the fiscal year, the Town shall pay the firefighter straight time pay for up to 48 hours of such accrued, unused compensation time, (which equates to up to 72 regular time hours).

ARTICLE VII

Section 1. Civic and Private Details

(a) In any case where an employee covered by this Agreement is assigned to a special detail of a private nature for an employer other than the Town, said employee shall be paid the detail pay hereinafter set forth by the individual Corporation or organization for whom said employee is working before or at the end of the detail period.

(b) All employees covered by this Agreement who are assigned to a special detail of a private nature for an employer other than the Town shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1½) the lieutenant's rate of pay plus $1.75. For private details worked on the holidays identified below, the pay rate shall be twice the private detail rate (i.e. 2 x 1½) Lieutenant's rate + $1.75).

(c) Whenever an employee of the Tiverton Fire Department who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated by said Town for all medical and hospital expenses, etc. and the regular rate of pay is to be continued during the period of incapacity as provided by Section 4519-1 of the General Laws of Rhode Island 1956, as amended.

(d) Exempt clause: For purposes of this Article, civic details are defined as work performed for the Town of Tiverton, Tiverton School Department, or organizations which are not for profit or support similar goals/purposes. Civic details shall be paid at the fixed rate of $30.00 per hour regardless of the day on which the civic detail is worked.

(e) The union shall maintain scheduling of all details. The Town will be responsible for billing all person(s), vendors, and/or companies for any and all detail work performed by firefighters. Scheduling for private details shall be performed and maintained by the Union through the office of Fire Prevention. The Town is responsible for transferring compensation to firefighters having worked details. The Town shall attempt to transfer compensation to firefighters within two (2)

weeks from when the detail(s) work was performed, but not to exceed more than thirty (30) days, unless the Town has not received payment from the person/vendor/company for which the detail was worked. In that case, payment shall be made by the Town within 10 days of receipt of payment to the Town from the person/vendor/company. The Town will be charged with the responsibility to make sure that any person/vendor/company with a history of delinquent detail payments to the Town will be required, before hiring a detail, to place money with the Town at least equal to the detail payment. Where notified in advance by the Union, the Town agrees that it will seek pre-payment of details from the person/vendor/company identified by the Union.

Holidays to receive special Private Detail rate:

New Years Day	Thanksgiving Day
Easter Sunday	Christmas Day
July4	Christmas Eve (4 p.m. to midnight only)
Labor Day	New Years Eve (4 p.m. to midnight only)

ARTICLE VIII

Section 1. Paid Holidays

Members of the Fire Department covered by this Agreement, working fifty-six (56) hours shall be granted uniformly an additional one-fifth (1/5th) of one week's pay for each of the following holidays:

New Year's Day	Easter Sunday
Labor Day	Armistice Day
Day President's Day	Independence Day
Victory Day	Thanksgiving Day
Memorial Day	Christmas Day
Columbus Day	Martin Luther King Day

If during the term of this contract the state of Rhode Island abolishes V-J Day as a legal holiday, then this holiday will be replaced by Flag Day.

All employees who are on duty during the shift commencing on Easter Day, Thanksgiving Day, Christmas Day and New Year's Day shall receive an additional Holiday pay, i.e., one-fifth ($1/5^{th}$) of one week's pay.

Section 2. Vacations

All employees covered by this Agreement shall be entitled to the following vacations:

LINE FIREFIGHTERS:

Service Time	Vacation Eligibility
Six months to less than one year	60 working hours
One year to less than five years	108 working hours
Five years to less than fifteen years	180 working hours
Fifteen years to less than twenty years	204 working hours
Twenty years or more	252 working hours

FIRE MARSHAL:

Service Time	Vacation Eligibility
Fire years to less than fifteen years	124 working hours
Fifteen years to less than twenty years	140 working hours
Twenty years or more	172 working hours

As of the date the 3-division structure goes into effect, all accrued, unused vacation leave will be converted to hours at the rate of twelve (12) hours per "working day."

Each member of the department covered by this contract shall be allowed to select vacation in ten (10) hour, twelve (12) hour, or fourteen (14) hour blocks.

If any member of the department covered by this contract has less than ten (10) hours of accrued vacation leave that remains unused, the firefighter can use that remaining accrued vacation time so long as it does not result in overtime. Said remaining accrued vacation time shall be used in one block.

Any employee who, after one or more years of employment, retires or resigns during the year prior to his or her taking a vacation shall be entitled to vacation pay in accordance with the above schedule.

In the event an employee dies during any calendar year prior to his or her taking a vacation, the amount of his vacation entitlement shall be paid to his or her estate, and if there is no estate, then to his or her widow/widower. If there be no widow/widower, then to his or her children in equal shares.

Section 3. Vacation Schedule

No later than April 15th of each year the Town shall furnish the Union and the stations a vacation leave roster, listing the personnel by seniority showing the amount of vacation leave to which each employee is entitled. Vacations may be taken by the employee in accordance with his desires so that all personnel will be able to apply for their vacation by the 15th of June of each

year.

In selecting vacations, seniority as determined by length of service within the Tiverton Fire Department without regard to rank shall apply. When any vacation hours are taken all stations shall be notified of said hours. Vacation time shall not be accumulated except where illness or injury makes it impossible for employees to take said leave within the year.

If an employee fails to select all of his vacation hours that he is entitled to in any year, he shall lose his seniority rights and he shall be entitled to pick any hours left only after other employees have taken their choice. Vacation schedule(s) are subject to the Chief's approval. The Chief's approval will not be unreasonably withheld.

For purposes of scheduling vacations subsequent to Memorial Day and up to June 30th only, a maximum of one (1) firefighter per shift may be on vacation at any one time. Two members shall be allowed on vacation at one time for the following time periods: Memorial Day Weekend, the month of July, the month of August and Labor Day Weekend. All other times only one member shall be allowed on vacation at a time. The provisions of this paragraph shall sunset on June 30, 2015.

Section 4. Personal Leave

Each member of the department covered by this contract shall be entitled to receive twenty-four (24) hours personal leave during each contract year, which shall be deducted from sick leave, non-cumulative, provided that no overtime is incurred and it is approved in advance by the Chief or the Chief's designee. Personal days will be allowed for no more than one member at any given time and may be allowed on any day or night except July 4th, Thanksgiving, Christmas, and New Year's Day, this includes all shifts extending into said holidays.

The Fire Marshal covered by this contract shall be entitled to receive sixteen (16) hours of personal leave during each contract year, which shall be deducted from sick leave, non-cumulative, provided it is approved in advance by the Chief.

ARTICLE IX

Section 1. Salaries

Commencing July 1, 2012 the salaries of employees covered by this Agreement shall be as follows:

	Weekly	Weekly	Weekly	Weekly
Rank	07/01/2015*	07/01/2016 4%	07/01/2017 5%	06/30/2018 2%
Fire Marshal	1142.56	1188.27	1247.68	1272.63
Captain	1142.56	1188.27	1247.68	1272.63
Lieutenant	1092.59	1136.29	1193.10	1216.96

First Class Firefighter (after four years including probationary period)	1008.72	1049.07	1101.52	1123.55
Second Class Firefighter (after three years, including probationary period)	948.62	986.57	1035.9	1056.62
Third Class Firefighter (after two year, including probationary period)	891.02	926.66	972.99	992.45
Probationary Firefighter (first year of employment	687.37	714.87	750.01	765.63

* Effective upon implementation of the reorganization to 3-divisions.

Section 2. Longevity

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

Years of Service	07/01/12 - 06/3015
(a) All employees with five (5) or more years of continuous service but less than ten (10) years continuous service shall receive the following longevity percentage of the employee's annual base salary.	5.0%
(b) All employees with ten (10) or more years of continuous service but less than fifteen (15) years continuous service shall receive the following longevity percentage of the employee's annual base salary.	6.0%
(c) All employees with fifteen (15) or more years of continuous service but less than twenty (20) years continuous service shall receive the following longevity percentage of the employee's annual base salary.	7.0%
(d) All employees with twenty (20) or more years of continuous service shall receive the following longevity percentage of the employee's annual base salary.	8.0%

Longevity payments shall be prorated and made in one (1) lump sum on the first pay period next following the attainment of the anniversary of the longevity service and shall be added to the employee's annual salary so as to be included in his annual salary for pension purposes.

ARTICLE X

Section 1. EMS Incentives

Employees covered by this Agreement shall receive EMS incentives based on the following schedule:

	Effective 7/1/15-6/30/18
EMT-C Certification	$52.50 per week
EMT-P Certification	$57.50 per week

**(Payment to commence upon receipt by the Town of notice from the firefighter of successful re-certification).*

***The Town agrees to "grandfather" Alan Souza as an EMT-B for the purposes of maintaining his employment, and the Town agrees to continue providing his EMT-A stipend of $40 per week, until such time as he retires or otherwise separates from employment with the Town.*

All EMS incentives shall be paid on a bi-weekly basis and will be added to the firefighter's annual salary for pension purposes. The above incentive payments will be made as long as the designated certifications are up to date and maintained. The Town agrees to make available the courses necessary for firefighters to maintain the required certification or become re-certified in the appropriate certification. A schedule of the course times will be posted in advance and it is the firefighter's responsibility to schedule time to take the course(s). Firefighters who take the course(s) while on duty will be compensated at their straight time rate of pay. The loss of certification of any skill will result in the reduction of pay incentives to the next lower grade to which the EMT is still certified.

Section 2. Bereavement Leave

In the event that death occurs in the immediate family of a member of the Fire Department, the Town of Tiverton agrees to pay such member for lost time, not to exceed a period of forty-eight (48) hours including the day after the funeral if scheduled to be on duty, from the time of notification of death up to and in the case of each such death for the purpose of attending funeral services and making necessary arrangements therefore.

In the event that death occurs in the immediate family of the Fire Marshal of the Fire Department, the Town of Tiverton agrees to pay such member for lost time, not to exceed a period of thirty-two (32) hours including the day after the funeral if scheduled to be on duty, from the time of notification of death up to and in the case of each such death for the purpose of attending funeral services and making necessary arrangements therefore.

The term "immediate family" shall be defined to include father, mother, spousal children, brother and sister of a member, grandfather, grandmother, father-in-law, mother-in-law, wife's sister or brother. In the event of the "immediate family" other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief.

In the event of the death of a firefighter's niece, nephew, aunt or uncle, the Town of Tiverton agrees to pay such member for lost time, not to exceed a period of twenty-four (24) hours for the purpose of attending funeral services.

In the event of the death of the Fire Marshal's niece, nephew, aunt or uncle, the Town of Tiverton agrees to pay such member for lost time, not to exceed a period of eight (8) hours for

the purpose of attending funeral services.

Section 3. Blue Cross Blue Shield, Life Insurance

A. Health Insurance for Active Employees

(1) Effective January 1, 2013 and for the life of the contract through June 30, 2018, the health care plan for all active members of the department shall be a Health Savings Account (hereinafter referred to as "HSA") with a calendar year deductible of $4,000 for family coverage and $2,000 for individual coverage, one-half of deductibles shall be paid by the member. The Town shall provide an HSA health care plan which shall have a benefit level, service level, and network level, no less than the level described in Exhibit A attached to this CBA. The monetary amounts of the above-cited deductibles shall be paid by the members in the following manner:

(a) The Town agrees to advance the monetary amounts of the said deductibles ($4,000 family or $2,000 individual) to a prepaid credit/debit card that shall be issued to each member. Each member shall utilize said credit/debit card for medical payments at points of service to satisfy said deductible of health care plan (HSA).

(b) Members of the department through payroll deductions shall pay one-half the above-cited monetary amounts of said deductibles ($4,000 family or $2000 individual) advanced to the members of the Town back to the Town. 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. As a condition of receiving this advancement of funds, each employee shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation. For all new hires, the Town shall advance to the new hire the full amount of the deductible ($4,000 family or $2,000 individual, as appropriate), and the new hire shall agree to repay the Town for one-half of such advanced deductible ($2,000 family or $1,000 individual, as appropriate) upon separation of employment, and the new hire shall not be required to repay such advanced funds during that first year of employment (unless they separate prior to the end of the year). As a condition of receiving this advancement of funds, each new hire shall be required to sign an authorization form allowing the Town to deduct any such amounts from his/her final paycheck upon separation.

(c) A third party company shall administer the credit/debit card for members of the department.

(d) Any and all costs associated with the administration of said credit/debit card from the third party shall be borne by the Town.

(e) The Town agrees to provide all members and their family members (if applicable) with initial credit/debit cards at no cost to said members. The Town also agrees to provide said members with an allotment of "checks" at the member's cost to also be utilized for payment of medical deductibles, pursuant to the HSA. The allotment of checks will be provided at the member's written request.

(f) Any charges associated with replacing said credit/debit card to members or their family members shall be borne by the member.

There shall be no premium co-share of the above-cited health care plan (HSA) contributed by the members toward the cost of the health care plan (HSA), except as defined in Section 2 of this Article.

Members who sustain an occupational injury/illness shall be covered for any and all medical care including, but not limited to, prescription drugs through a special medical rider that shall be provided for through the Town at no cost to the member nor the above-cited health care plan (HSA).

No change from Blue Cross as a healthcare provider will be made by the Town until after consultation with the IAFF. However, the Town reserves the right to explore other health programs of equivalent services or better benefits than the existing health program as a cost saving measure. If mutually agreeable, the parties can exchange health programs for a more cost effective plan.

B. Health Insurance for Retired Firefighters

(a) All firefighters hired by the Town of Tiverton who retire on or after June 30, 2012 shall revert from the HSA to Blue Cross/Blue Shield Plan HealthMate Coast-to-Coast, however, when such firefighters become eligible for Medicare coverage, the Town shall shift their coverage from BlueCross/Blue Shield Plan HealthMate Coast-to-Coast Blue Cross/Blue Shield "PLAN 65" and "Medicare B" coverage.

(b) If a firefighter, after retirement is eligible for a medical plan equal to, or better than the one being supplied by the Town, the firefighter must notify the Town so that the Town can stop the coverage of the retired firefighter.

Should the retired firefighter lose this alternative coverage, the Town shall, upon written notice received, immediately will supply the firefighter the coverage the member had as of retirement, or, pay the cost for said other medical plan until the next anniversary date of the Town's Blue Cross/Blue Shield plan. On the anniversary date, the retired firefighter shall be restored to the Town's medical insurance plan as stated herein.

If a firefighter receives insurance as noted in subsection 2 under a policy held by a spouse, the Town of Tiverton shall not be required to purchase said insurance for the retired firefighter.

(c) Members of the fire department who retire after June 30, 2012 shall contribute one percent (1%) of the member's annual pension, pre-tax, other post-employment benefits ("OPEB") obligation of the Town.

C. The Town shall pay to Local 1703 annually, a sum per man which shall be used by said Local to provide Sixty Thousand dollars ($60,000.00) in life insurance protection for active members of the bargaining unit, said sum to be paid on August 1st of each year.

D. The Town shall provide and pay for Delta Dental Plan coverage Level I, Level II, Level III and Level IV for each member of the Department and for his family, if he is married.

If during the time of this Agreement, any other Town employee receives an increase in Delta Dental above that provided for in this Agreement, members of Local 1703 shall receive the same benefit.

E. The Town further agrees to assume and pay the full cost of a stop loss rider for family as well as individual coverage.

Section 4. Retirement Plan

All employees covered by this Agreement shall be covered by the State Optional Plan for Police and Firemen (G. L. 45-21. 2-1et seq.).

Effective July 1, 2012, all employees covered by this Agreement shall be allowed to retire after twenty-five (25) years of service as provided for by the State Optional Plan for Police and Firemen (G. L. 45-21. 2-1et seq.) and 45-21.1-22 section, as amended. All eligible employees shall be enrolled in the Rhode Island Employees Retirement System to include the Optional Annual Cost of Living Increase, Plan C and shall contribute, through payroll deduction, eight percent (8%) of their base pay. The Employer shall contribute an amount that shall be determined by the State retirement System. This provision shall be effective unless modified, changed, altered or amended by legal or administrative action.

Section 5. Military Leave

Any employee covered by this Agreement having permanent status who leaves his or her employment with the Employer due to enlistment or draft into the armed forces of the United States shall be granted a leave of absence without pay until the expiration of his or her initial period of such service in such armed forces.

His or her seniority will accrue under such leave as will the privileges of which he or she is entitled by virtue of seniority, provided that the employee makes application for reemployment with ninety (90) days after receiving a discharge other than dishonorable, and further, provided that the employee is physically capable of performing the work required by his or her job in a proper manner.

All benefits to which the employee was entitled at the time his/her military leave under this paragraph commenced, including unused sick leave, will be restored to him or her upon return.

Voluntary reenlistment or other voluntary continuance of service in such armed forces shall cause any such leave as indicated above to be canceled.

Section 6. Military Training

When requested, the Town Administrator shall grant the employee leave of absence for required military training, not to exceed one hundred twenty (120) hours in any calendar year.

When requested, the Town Administrator shall grant the Fire Marshall leave of absence for required military training, not to exceed eighty (80) hours in any calendar year.

Such employee shall receive the difference between his or her salary and his or her total compensation while on duty.

CONTINUATION OF HEALTH AND DENTAL WHILE ON ACTIVE DUTY

In addition to the above benefits, any firefighter covered by this Agreement who is required, through or as a result of military call up, to report for active duty to fight overseas or support overseas troops engaged in an official military conflict (i.e. war) will have his/her health and dental insurance continued for the period of his/her active service. The firefighter's health and dental insurance will be continued in the same status as existed prior to the firefighter being called to active duty. Any premium contribution required of the firefighter must be made while the firefighter is on active duty in order for the insurance to be continued. This continuation of health and dental coverage is not available to firefighters who volunteer for active duty, training or reserve duty status.

Section 7. Family Medical Leave Act

When a member is granted leave for a reason identified in the Federal Family and Medical Leave Act (FLMA) of 1993, such time away from work shall be categorized as FMLA Leave:

(a) The birth of a child and in order to care for that child.
(b) The placement of a child for adoption or foster care.
(c) The care for a spouse, child, or parent with a serious health condition.
(d) Serious health condition of the employee.

The length of FMLA Leave shall be a maximum of twelve (12) weeks (in alternating years, 13 weeks if used consecutively) during any twelve (12) month period commencing with the first day of leave. For the purposes of this article, FMLA leave will run concurrently with any other leave for which a member may be eligible. Members absent due to FMLA shall continue to accrue all other contractual benefits such as, but not limited to, seniority, salary increases, additional longevity, pay, holiday pay, sick leave, vacation leave, etc. Members who are out of work on FMLA must use all available sick time during said leave.

8. Funeral Expenses

Any employee who dies in the line of duty shall have their funeral expenses covered up to seventy-five hundred dollars ($7,500.00).

Section 9. Vision Care Rider

All active members of the Tiverton Fire Department shall be provided with Blue Cross/Blue Shield "Vision Care Rider Family Benefits" upgrade.

ARTICLE XI

Section 1. Clothing

The clothing allowance for members of the Fire Department covered by this Agreement shall be as follows:

July 1, 2015 – June 30, 2018: $1,300

One Thousand Three Hundred Dollars ($1,300.00) per year effective July 1, 2015. One-half (½) thereof, Six Hundred Fifty Dollars ($650.00) shall be paid on or before the first pay period of the month of July, and the remaining one-half (½) Six Hundred Fifty Dollars ($650.00), shall be paid on or before the first pay period of the month of January of each year.

The foregoing allowance shall be used by employees for the purpose and replacement of the following equipment:

Shoes (Black)
Work Jacket
Station Uniforms

The Town of Tiverton shall provide an initial issue of one (1) dress blue uniform to each employee covered by this Agreement after the employee's satisfactory completion of the probationary period. This dress blue uniform shall be worn to all funerals, parades and whenever deemed appropriate by the Department Head, Maintenance and/or replacement of said uniform shall be the responsibility of each employee except in the event that said uniform becomes damaged during the performance of duty, then in this case, the responsibility of repair or replacement rests solely with the Town.

All employees shall purchase and wear a work jacket as agreed upon by the Chief and the Executive Board of Local 1703. Such purchase shall be made within thirty (30) days of the effective date of this contract. A winter work jacket will also be purchased as set forth above.

Employees will wear outer station wear such as sweaters and sweatshirts and vests as selected by the Chief of the Department. Any changes in outerwear pursuant to this provision which require new outer station wear will be paid for by the Town.

Section 2. Protective Gear

The Town of Tiverton agrees to supply all members of the Fire Department covered by this Agreement with the following new protective clothing and equipment that meets current NFPA standards. The Town also agrees that all gear will be maintained in a useable and serviceable condition and if not said gear shall be replaced immediately so as not to jeopardize the safety of members of the Fire Department.

Fire Coat	Portable Radio	CPR Mask
Hitch Boots	Two (2) Batteries	Leather Gloves
Night Hitch	One (1) Charger	Hood
Night Suspenders	Fire Helmet	Radio Case
SCBA Mask	Mittens	Lapel Mics

All protective gear as listed above that is destroyed, mutilated, or lost in the line of duty will be replaced by an order for such gear being placed no later than ten (10) days after the Chief's determination that the gear has been destroyed, mutilated or lost in the line of duty.
Each year in the month of July all protective gear as listed above shall be inspected by the Chief or his certified designee to determine the serviceability of these items. Any of these items that do not meet the applicable current NFPA standards will be replaced by an order for such gear being placed no later than ten (10) days after the inspection and determination as to the serviceability of the applicable item.

Section 3. Work Uniforms

Each member of the permanent Fire Department shall at times when on duty wear such uniforms as the Town Council from time to time designate, except when otherwise specifically directed by the Chief of the Fire Department. Firefighters will be allowed to wear t-shirts on days where the outside temperature is over seventy-five (75) degrees, however, said t-shirts worn shall be only those selected or approved by the Chief of the Department.

Section 4. Uniform Accessories

The Town of Tiverton agrees to supply members of the Fire Department covered by this Agreement with E.M.T. and Department patches.

ARTICLE XII

Section 1. Time off for Bargaining

All employees covered by this Agreement who are officers of Local 1703 or who are appointed as members of said Local's Collective Bargaining Committee shall be allowed time off with pay for official business in negotiations and/or conference with the corporate authorities of the Town of Tiverton, and without requirement to make up said time.

Section 2. Union Meetings

The President or Vice-President or Treasurer or Secretary of Local 1703 shall be allowed time off with pay to attend all meetings of the Rhode Island State Association of Firefighters. In addition, the President, Vice-President, Treasurer and Secretary as a group shall be allowed time off with pay which period is not to exceed a total of forty-eight (48) hours among them to attend Rhode Island AFL-CIO Convention, the New England Conference of Firefighters, AFL-CIO, the IAFF National Convention, in each contract year without requirement to make up said time. If one of the above officers of Local 1703 shall attend the IAFF National Convention, an additional twenty-four (24) hours will be added to available pool of days off with pay for that contract year.

ARTICLE XIII

Section 1. No-Strike Clause

In consideration of the rights of employees covered by this Agreement to a resolution of disputed questions under the grievance procedure set forth herein, the Union, for itself and for all employees covered by this Agreement, hereby agrees no employee covered by this Agreement shall have a right to engage in any work stoppage, slowdown or strike. Any employee engaging in such work stoppage, slowdown or strike shall be subject to IMMEDIATE DISMISSAL by the employer without any rights to any of the benefits provided for in this Agreement. The Union may grieve the question of the fact of the participation of an employee in such activities but not the scope of the disciplinary action.

ARTICLE XIV

Section 1. Grievance Procedure

Alleged grievances of members of Local 1703 IAFF, AFL-CIO in respect to wages, rates of pay, working conditions or other terms and conditions arising under this contract or in connection with the interpretation thereof, or arising under the rules and regulations of the Fire Department, shall be handled in accordance with the following procedure:

An individual having a grievance shall reduce the same to writing within fifteen (15) days of the employee's knowledge or when the employee should have known of same, and present it to the Chief of the Fire Department who shall answer the grievance within fifteen (15) days, and if not settled, then the employee shall within fifteen (15) days of the Chiefs answer, in writing, bring such grievance to the attention of the Executive Committee of Local 1703. Said Executive Committee shall, within five (5) days of the receipt of the grievance arrange for the employee to present his alleged grievance at a meeting of a majority of said Local's Executive Committee. It shall be the responsibility of the Executive Committee to determine the justification of the grievance.

If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall within fifteen (15) days, through the President of Local 1703, bring the grievance to the attention of the Chief of the Department, and thereafter to the Town Administrator in writing to settle the matter. If this step fails, the grievance shall be submitted to the American Arbitration Association for selection of an arbitrator under its labor rules. All costs and expenses of arbitration shall be shared equally by the parties hereto. In all cases involving a grievance which is submitted to Arbitration the individual or individuals having the grievance shall be

required to attend and present his or her grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his or her or their own choosing.

Any decision handed down by the Arbitrator shall be final and binding on the parties hereto. The member shall pay his own counsel fees. The Arbitrator shall have no authority or power to alter, modify, subtract from, change or add to the language of this Agreement.

In addition to the foregoing, Local 1703 through its Executive Board shall have the right to file a grievance on its own behalf or on behalf of any employee covered by this Agreement. In the event a grievance is filed by Local 1703, the grievance shall be presented directly to the Chief of the Department, who shall answer the same in fifteen (15) days of receipt. If in the judgment of the Executive Committee the nature of the grievance justifies further action after the Chief's response, the grievance shall be presented directly to the Town Administrator in writing, and shall proceed as an ordinary grievance.

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.

ARTICLE XV

Section 1. Check Off Dues

The Town Treasurer shall check off Union initiation fees and dues. Up to fifty dollars ($50.00) per year may be charged to the Union for necessary and documented overtime for Town personnel to perform this clerical task.

ARTICLE XVI

Section 1. Compatibility with Law

It is agreed and understood by the parties hereto that this Agreement is subject to the provisions of any applicable existing laws, statutes and/or ordinances and any provision herein which is in conflict with any law of the State of Rhode Island or the Town of Tiverton shall be deemed void.

ARTICLE XVII

Section 1. Sick Leave

Each employee of the Fire Department covered by this Agreement shall be entitled to sick leave retroactive to the date of employment earned at the rate of twenty (20) hours for each full calendar month of service; provided, however, that sick leave shall not accrue in excess of two-hundred forty (240) hours per calendar year; and further provided, however, that sick leave shall not accrue in excess of one-thousand seven hundred forty (1,740) hours. As of the date the 3-division structure goes into effect, all accumulated, unused sick leave will be converted to hours at a rate of twelve (12) hours per "working day."

The Fire Marshal of the Fire Department covered by this Agreement shall be entitled to sick leave earned at the rate of thirteen and one-third (13 1/3) hours for each full calendar month of

service; provided, however, that sick leave shall not accrue in excess of one-thousand seven hundred forty (1,740) hours.

Unused sick leave may not be credited toward retirement. Entitlement to sick leave shall be for the following reasons:

Personal illness or physical incapacity not connected with the employee's service in the Fire Department to such an extent as to render said employee unable to perform the duties of his present position or some other position in the Fire Department.

If an employee is rendered unable to perform his duties as hereinabove set forth for more than 48 hours of sick leave he shall furnish the Chief of Department with a certificate from a physician verifying his illness. Failure to furnish such a certificate will be grounds for not paying the employee during absence and/or disciplinary action.

If the Fire Marshal is rendered unable to perform his duties as hereinabove set forth for more than 3 working days of sick leave he shall furnish the Chief of Department with a certificate from a physician verifying his illness. Failure to furnish such a certificate may be grounds for not paying the employee during absence and/or disciplinary action.

There is hereby established an employee sick leave fund into which each employee covered by this Agreement shall contribute twenty-four (24) hours per year of his sick leave entitlement. This fund shall accumulate from year to year without any maximum limitation thereon, however, no member of the Fire Department shall be entitled to draw sick leave in excess of one and one-half (1 1/2) calendar years from date of disability whether their own sick leave or from said fund.

Effective July 1, 2015, the Town and the Union agree to cap the donations to the employees' sick leave fund at their then current amount, and members shall not be required to donate any additional leave to the employees' sick leave fund after that date. The Town agrees that the Union Executive Board will be responsible for presenting requests for sick leave bank usage, and providing requisite documentation and other information supporting the same, to the Chief, and the Chief will have final decision making authority. The Chief's decision to grant or deny such requests will be subject to the grievance and arbitration provision set forth herein.

Notwithstanding anything to the contrary hereinabove, any firefighter who has accrued more than one hundred forty-five (145) sick leave days as of July 1, 2003, shall have said excess sick leave days placed in a sick leave bank. Said excess sick leave days (i.e. those sick leave days that have accrued beyond one hundred forty-five (145) sick leave days as of July 1, 2003) may be used by a firefighter only for sick leave purposes and only after the firefighter has first exhausted his/her total accrued sick leave amount. Sick leave days held in this excess sick leave bank shall not be counted toward severance and no firefighter shall be eligible to be paid the value of said days upon his/her leaving the Department for any reason.

Section 2. Sick Leave upon Retirement or Voluntary Termination of Employment

In any case where an employee, after one or more years of employment retires or voluntary terminates his employment with the Town leaving unused accumulated sick leave, the Town shall pay to said employee the full dollar amount of such accrued unused sick leave up to seven hundred eighty (780) hours at the employee's regular hourly rate, and thereafter, one-half the hourly rate of pay for up to the next nine hundred sixty (960) hours, but in no event more than a maximum payment of one thousand two hundred sixty (1,260) hours, to the employee upon his retirement, or leaving the employ of the Town. For the purpose of calculating such payment for the Fire Marshal, sick leave hours accrued while on shift shall be paid out at one-fifty-sixth ($1/56^{th}$) of the Fire Marshal's weekly base salary, while sick leave hours accrued while employed as the Fire Marshal shall be paid out at one-fortieth ($1/40^{th}$) of the Fire Marshal's weekly base salary.

Section 3. Sick Leave upon Death

In any case where an employee dies leaving unused accumulated sick leave, the Town shall pay to the Executor or Administrator of the employee's estate or to his widow, if there be no Executor or Administrator, or to his next of kin if there be no widow, in accordance with the intestacy laws of the State of Rhode Island, the full dollar amount of such accrued unused sick leave not to exceed one thousand two hundred sixty (1,260) hours at the employee's regular hourly rate, as calculated in accordance with the provisions of Section 2 of this Article, to his representative heretofor mentioned, upon his death. For the purpose of calculating such payment for the Fire Marshal, sick leave hours accrued while on shift shall be paid out at one-fifty-sixth ($1/56^{th}$) of the Fire Marshal's weekly base salary, while sick leave hours accrued while employed as the Fire Marshal shall be paid out at one-fortieth ($1/40^{th}$) of the Fire Marshal's weekly base salary.

ARTICLE XVIII

Section 1. Work Restrictions

Normal and routine housekeeping work, maintenance of apparatus and equipment shall be conducted between the hours of 0700 and 1600 daily. Town equipment shall be kept in service at all times.

ARTICLE XIX

Section 1. Pay Periods

Beginning with the effective date of this Agreement, employees covered hereunder shall be paid their regular pay every second (2nd) Thursday.

ARTICLE XX

Section 1. Legal Assistance and Indemnification

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the

Tiverton Fire Department, the Town of Tiverton agrees to provide said employee with all necessary legal assistance and further agrees to pay any judgment rendered against said employee.

ARTICLE XXI

Section 1. Emergency Leave

In the event that an emergency occurs in the immediate family of a member of the Fire Department, the Town of Tiverton agrees to pay such for lost time, not to exceed a period of forty-eight (48) hours in the case of each such emergency. The term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of a member, grandfather, grandmother, father-in-law, and mother-in-law. In the event of an emergency to any other member of the immediate family other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief.

In the event that an emergency occurs in the immediate family of the Fire Marshal for the Fire Department, the Town of Tiverton agrees to pay such for lost time, not to exceed a period of twenty-four (24) hours in the case of each such emergency. The term "immediate family" shall be defined to include father, mother, spouse, children, brother and sister of a member, grandfather, grandmother, father-in-law, and mother-in-law. In the event of an emergency to any other member of the immediate family other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief.

ARTICLE XXII

Section 1. Mutual Aid

In any case where the Town has a mutual aid agreement with any city or town in the State of Rhode Island or the Commonwealth of Massachusetts, and the members of the permanent paid fire department of such city or town have set up a picket line, employees covered by this Agreement shall not be ordered to engage in firefighting services with the exception of immediate and necessary life saving functions in said city or town wherein the picket line has been established by members of said fire department.

ARTICLE XXIII

Section 1. Manning Fire Apparatus

Only permanent firefighters shall drive any Town owned fire/rescue apparatus, except the Chief may authorize someone other than a firefighter to drive a Town vehicle when the vehicle is out of service or needs repair.

Section 2. Manning Rescue

The Rescue Units, if placed in service by the Chief of Department, shall be manned in accordance with state law by permanent members of the Fire Department who are Emergency Medical Technicians.

Section 3. Additional Firefighters

Effective July 1, 2006 the Department agrees to a minimum staffing complement of seven (7) firefighters for each shift.

Section 4. Additional Officers

The Town agrees to create two (2) additional Captain positions assigned to the 3-division schedule and to make promotions to fill said positions on or before May 10, 2015, with any associated pay increases going into effect on July 1, 2015.

The Town agrees to create three (3) additional Lieutenant positions assigned to the 3-division schedule and to make promotions to fill said positions on or before June 18, 2016, with any associated pay increases going into effect on July 1, 2016.

Effective July 1, 2015 the Department will consist of three (3) Captains and three (3) Lieutenants. Each shift will consist of one (1) Captain and one (1) Lieutenant.

Effective on or before June 18, 2016 the Department will add three (3) Lieutenants. Each shift will then consist of one (1) Captain and two (2) Lieutenants.

ARTICLE XXIV

Section 1. Town Reimbursement for Seminar Attendance

The Town will reimburse employees at seminars. The number of personnel to attend each seminar shall be determined by the Chief of the Department according to the needs of the Department. Only those seminars approved by the Chief of the Department will be reimbursed and reimbursement will be for attendance only.

ARTICLE XXV

Section 1. Promotion Requirements

(a) To establish eligibility to take the promotional examination for Lieutenant, a member shall be required to have five (5) years of continuous service in the Tiverton Fire Department prior to the date of such examination. To establish eligibility to take a promotional examination for a position above the rank of Lieutenant, a member shall be required at least one (1) year of continuous service in the rank below which a member is testing for.

(b) Members will be required to either be Certified Firefighter (NFPA 1001) Level 1 and 2 or be enrolled in an accredited Firefighter (NFPA 1002) Level 1 and 2 training program prior to testing for that rank of Lieutenant.

(c) Lieutenants are required to obtain the certification of Fire Instructor (NFPA 1041) prior to promotion or as soon as reasonably possible after being promoted to the rank of Lieutenant.

(d) Lieutenants wishing to test for the rank of Captain will be required to obtain the certification of Fire Officer (NFPA 1021) prior to examination or be enrolled in an accredited Fire Officer (NFPA 1021) program prior to the date of said examination.

Section 2. Promotional Examinations

(a) Notification of testing will be given in the 1st week of January.

(b) Promotional examinations for the Tiverton Fire Department will be administered in the first week of April every 2 years.

(c) If at anytime a current promotional list for either rank is exhausted, notification of examination will be given within 30 days and eligible candidates for promotional exam will be given 90 days to study for the exam.

(d) Promotional examinations shall be based on competitive examinations composed of the following parts:

1) Written examination –60 point value*

Examinations shall be prepared outside the Department. Reference material shall be provided by the Department and at least two (2) sets of study material shall be provided by the Department. There shall be a passing grade of seventy (70) out of a possible one hundred (100) on the written examination.

2) Oral Examination – 15 point value**

3) Seniority – 10 point value

Members shall receive a half (.5) point of each year of service. Time shall be computed from date of appointment to examination date.

4) Education Points – 15 point value***

* The points awarded for "Written Examination" shall be sixty (60%) of the points received on the written examination itself (i.e., an employee with a perfect written examination of 100 would be given the full sixty (60) points. If the employee received a score of 80 on his written examination, he will be awarded forty eight (48) points, etc.)

** The panel chosen to conduct the oral portion of the examination shall be comprised as follows: one panel member chosen by the Fire Chief, one panel member chosen by the Union, and a third panel member chosen by the first two panel members. Panel members shall at least hold the rank of Lieutenant for the Lieutenant's panel and the rank of Captain for the Captain's panel. The oral examination shall be held within thirty (30) days after the written examination.

***Educational Point System (maximum of 15 points)

½ Point	1 Point	2 Point	3 Point	5 Point
- NFPA 1001 (FF Level 1)	- Assistant Deputy State Fire Marshall	- NFPA 1021 - NFPA 1041	- Assoc. Degree	- Bachelor Degree
NFPA 1001 (FF Level 2)	Fire Alarm Tech	- Paramedic		
NFPA 1002 (Driver/Operator)	- Hazmat Tech -ACLS Instructor	- NFPA 1031 EMT I/C		
NFPA 1403 (Live Fire Instructor)	- PALS Instructor			
NFPA 1403 NFPA 1521 (FD Safety Officer)				
- CPR Instructor				
- ACLS				
- PALS				
- ICS (100, 200, 700)				
-Hazmat Ops				
- Rope Rescue Ops				
- Trench Rescue Ops				
- Confined Space Ops				

- Other certifications may be added to this list with the joint agreement of the Chief and the Union.
- Degrees must be in Fire Science or Fire Administration.

(c) A promotional list shall be established from the procedure set forth in 1, 2, 3, 4 and based on the final point total. (Maximum total 100 points)

(d) The member receiving the top grade/point total as set forth in 1, 2, 3, and 4 shall receive the promotion. In the event the member receiving the top grade declines the promotion, the member receiving the next highest grade shall receive the promotion. In the event of an exact tie, the member with the most seniority shall be placed first.

(e) All vacancies created within the ranks of the Fire Department shall be filled within thirty (30) days of said vacancy.

(f) All promotional list will remain in effect for a period of two (2) years. New promotional lists will go into effect at 0700 hours on June 1st of the list respective year.

Members who are on the promotional list at the time the list expires shall be given the option to either retain their point total as established on the expiring promotional list for placement on the new promotional list or will be given the opportunity to engage in the testing procedure as set forth in the agreement. If a member elects to retain their points from the expiring list, the score will not change if the member has acquired additional points set forth in the educational point system within the last two (2) years. A member wishing to have the additional points from the educational point system awarded to his score must agree to for go his score on the expiring promotional list and engage in the testing procedure.

Source of materials for questions used for Lieutenant Examinations:

1. IFSTA Essentials of Firefighting; Current Edition
2. IFSTA Fire and Emergency Service Company Officer; Current Edition
3. Tiverton Fire Department SOP's
4. Tiverton Fire Department Rules & Regulations
5. Rhode Island Emergency Medical Services Prehospital Protocols; Current Version

Source of materials for questions used for Captain Examinations:

1. IFSTA Essentials of Firefighting; Current Edition
2. IFSTA Fire and Emergency Service Company Officer; Current Edition
3. Incident Management for the Street Smart Fire Officer; Current Edition
4. Tiverton Fire Department SOP's
5. Tiverton Fire Department Rules and Regulations

Section 3. Promotional Examination – Fire Marshal

The minimum qualifications for the Fire Marshall shall be set by the Fire Chief. They will include, but not be limited to, at least five (5) years of service; a valid Assistant Deputy State Fire Marshal's license; NFPA Firefighters 1 & 2; NFPA Hazmat Awareness certificate; a Rhode Island Fire Alarm License or equivalent (if the candidate does not have this Fire Alarm License at the time of application, he/she shall obtain the license at the next available time it is offered).

All promotions for the office of Fire Marshal shall be based on competitive examinations composed of the following parts:

(a) Written Examination – (70%)
The examination shall be prepared outside the Department. At least ninety (90) days' notice of examinations and reference sources shall be given and reference materials shall be provided by the Department. The Department shall provide one set of required books for the Department at headquarters. There shall be a passing grade of seventy (70) out of a possible one hundred (100) on the written examination to proceed to the oral examination. The written examination shall be worth 70% of the total promotional examination score for each candidate.

(b) Oral examination (30%)
The Oral Board shall be made up of three members, with one member selected by the Town Administrator, one member selected by the Union, and the third member selected by the Town's and Union's selections. If the Town's and

Union's selections cannot agree on the third Oral Board Member, as a tie breaker, the third member shall be selected by the State Fire Marshal's office.

(c) A promotional list shall be established from the procedure set forth in (a) and (b) point total. (Maximum total 100 points).

(d) The firefighter receiving the top grade/point total as set forth in (a) and (b) shall receive the promotion. In the event the firefighter receiving the top grade declines the promotion, the firefighter receiving the next highest grade shall receive the promotion. In the event of an exact tie, the Town Administrator shall make the selection from the candidates tie scores, upon recommendation of the Fire Chief.

(e) All promotional lists shall expire at the end of two (2) years from the date of certification.

(f) An employee promoted into the Fire Marshal position will hold the rank of Fire Marshal; however, if a rank officer is promoted into the position of Fire Marshal, he/she will not lose his/her rank, but the rank shall be suspended while he/she is in the office of Fire Marshal.

ARTICLE XXVI

Section 1. Bid System

All vacancies in positions arising after 07/01/1982 in each station shall be bid. The bid shall be held with seniority being the deciding factor.

Each member will be locked into his respective position in a station until such time as a vacancy occurs; in which case a notice shall be posted notifying all employees of a date, time and place of an upcoming bid to fill such position.

Vacancy bids shall be held jointly between the Chief and the Union, and once the results of the bid are certified by the Chief, any resulting transfers shall be made within two (2) weeks, unless not reasonably practicable.

Section 2. Bid System Rescue

Bid assignments to the primary Rescue Unit shall be Emergency Medical Technician members of the permanent Fire Department, based upon their seniority, at the first bid session/or hiring after September 1, 1993.

ARTICLE XXVII

Section 1. Calling out on Sick Leave

Employees who call out on sick leave, when possible, shall notify the Department no earlier than twelve (12) hours before he is scheduled on duty or no later than sixty (60) minutes before he is scheduled on duty.

ARTICLE XXVIII

Section 1. Working Conditions

The use of outdoor training shall not take place when the outside temperature and wind chill-index are determined to be below 40 degrees or above 85 degrees. The exception to this section shall not prohibit the Department from performing ice rescue training or two (2) outdoor night time training sessions per shift per month. Training shall not be held on Sundays or holidays except with agreement of the Executive Board of Local 1703 and the Chief of the Department.

ARTICLE XXIX

Section 1. Copies of Notices and Orders

The Chief of the Department shall forward to the Union a copy of all posted general orders, also any other notices that members have to initial, the individual member may request a copy of such notices.

ARTICLE XXX

Section 1. I.A.F.F. Lapel Pin

All employees who are said members of Local 1703 shall have the right to wear on their lapel of said work uniform, dress blues, work jackets, etc. the I.A.F.F. Lapel Pin. Said pin shall not exceed one-half (1/2) inch in diameter.

ARTICLE XXXI

Section 1. 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.

(b) The Town will reimburse members of the Department for the successful completion of any approved Fire Science Courses offered through any accredited, public or private, college or university, within the State of Rhode Island or Massachusetts and for the successful completion of any correspondence Fire Science Courses. A firefighter must attain a grade average of "C" or the equivalent percentage to receive reimbursement. Prior approval of the Chief is required before enrollment in any such course which approval shall not be unreasonably withheld. Such reimbursement to include the cost of tuition and books and shall not exceed Three Thousand ($3,000.00) Dollars in each fiscal year.

ARTICLE XXXII

Section 1. Injuries and Illness

Firefighters covered by this Agreement who are incapacitated by an injury or illness suffered as a direct result of their duties for the Town shall receive benefits pursuant to the provisions of 45-19-1 of the General Laws of the State of Rhode Island; said benefits shall include salary for the period of incapacity and the payment of all medical and hospital bills and, in addition, shall include all contractual benefits. Medical care for those injured or who contract illness in the line of duty shall be as follows:

(a) Members who are injured or become ill in the line of duty shall have the right to select their emergency treatment facility or hospital and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made, where practical, by the nearest relative.

(b) All injuries and/or illnesses, regardless of nature, incurred in the line of duty, shall be reported to the Officer In Charge and records maintained as to date, time, nature of injury or illness, how received, and any treatment received.

(c) When an employee has suffered a service connected injury or illness, the employee shall be entitled to be examined by the physician of his/her choice as noted above. If the employee's physician determines that the employee is suffering from a work-related injury, the Town shall have the right to have the employee examined by a physician of its choosing. If the opinion of the employee's private physician is in conflict with the Town's physician as to whether or not the employee is suffering from a work related injury then a third physician mutually agreeable to the Town's physician and the employee's physician, shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, then a neutral third party physician shall be selected to determine the employee's duty status. The physician shall be a specialist in the area of the employee's illness or injury, and will be selected by the Executive Director of the Rhode Island Medical Association. The Town will pay the costs of any such examinations required under this provision.

(d) When an employee has suffered a previous service connected injury and an occasion arises when the injury reoccurs in any nature, the employee shall be entitled to the immediate examination by the physician who attended him/her for the original injury at the Town's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness, death, or from any other circumstances, the employee shall have the right to engage a specialist of his/her own choice, duly licensed and qualified to practice medicine in the States of Rhode Island or Massachusetts. If the attending physician determines that the employee is actually suffering from a recurrence of the injury, the employee shall be entitled to the benefits of the Article; provided, however, that the Town shall have the right to have said employee examined by a physician selected by the Town as to whether or not said employee is actually suffering from a recurrence of the injury. If the opinion of the employee's private physician is in conflict with the Town's physician as to whether or not the employee's condition is a recurrence of the previous injury in the line of duty, then a third physician, mutually agreeable to the Town's physician and the employee's

physician, shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. In the event that the employee's private physician and the Town's physician cannot agree on a third physician to examine said employee, then a neutral third party physician shall be selected to determine the employee's duty status. The physician shall be a specialist in the area of the employee's illness or injury, and will be selected by the Executive Director of the Rhode Island Medical Association. The Town will pay the costs of any such examinations required under this provision.

ARTICLE XXXIII

Section 1. Contracting out

Work presently performed by employees in the bargaining unit shall not be assigned to any other Town employer nor any independent contractor. All positions and jobs within the Fire Department shall be continued during the life hereof. Notwithstanding the above, effective June 30, 2004 the duties of dispatching shall no longer be assigned to bargaining unit members of the Fire Department and shall not be considered bargaining unit work of the Fire Department.

ARTICLE XXXIV

Section 1. Presumption of Disability

In any case where an employee covered by this Agreement is disabled from performing his regular duties as a firefighter because of a heart condition or respiratory ailment, and if the employee undergoes an annual physical examination by a physician chosen by the Town at the Town's expense, it shall be presumed that such disability is attributable to his employment, as a member of the Fire Department, and he shall be entitled to all of the benefits provided for in Section 45-19-1 of the General Laws of Rhode Island 1956, as amended, and none of said period of disability shall be deducted from his sick leave entitlement, nor from any other leave entitlement to which said employee may be entitled under any other terms or conditions of this Agreement.

If an employee fails to follow the physician's recommendations, this section will not apply to said employee.

A copy of the physician's report will be filed in the employee's personnel file, and a copy of said report shall be forwarded to the Town and the employee.

Notwithstanding anything herein to the contrary, any member who becomes disabled due to cancer shall be entitled to an accidental disability pension in accordance with "CANCER BENEFITS FOR FIRE FIGHTERS", RIGL 45-19.1, et. seq. "Occupational Cancer" means a cancer arising out of his or her employment as a firefighter, due to injury from the exposures to smoke, fumes, or carcinogenic, poisonous, toxic, or chemical substances while in the performance of active duty in the fire department.

ARTICLE XXXV

Section 1. Layoff

In the event there is a layoff of personnel in the Fire Department, layoffs shall occur in the inverse order of seniority. In those instances, where employees are to be laid off, the Town Administrator shall give notice as soon as practicable, but in no event shall it be less than two (2) weeks prior to the effective date of the layoff. In the event that employees are recalled after the layoff, they shall be recalled on the basis of their seniority.

ARTICLE XXXVI

Section 1. Continuity of Command

During the time when the Chief of the Department shall be unavailable for a period of three (3) days or longer, the Chief shall designate a member holding rank of Captain to act in his stand.

In the event the member holding the rank is unavailable, then the senior rated member on a certified promotional list for the rank of Captain shall act in his stand. In the event there is no certified promotional list in place for the list of Captain, this temporary assignment will be offered by seniority of members holding the rank of Lieutenant.

The above language shall be implemented only in those situations where the Department has a vacancy in the rank of Deputy Chief. Where the Deputy Chief's position has been filled, the above language shall not be applicable in cases where the Chief of the Department is unavailable.

ARTICLE XXXVII

Section 1. Other Post Employment Benefits

Effective July 1, 2012, members of the Fire Department shall contribute one-half percent (½%) of the member's salary toward the Other Post Employment Benefits ("OPEB") obligation of the Town. Effective July 1, 2014, said OPEB contribution shall increase to one percent (1%) of the member's salary.

ARTICLE XXXVIII.

Section 1. Legacy Preference

Notwithstanding any other provisions of this agreement and of any other applicable law, a son or daughter of a firefighter who passes the required written and physical examination for entrance to the fire service or a son or daughter of a firefighter who passes the required written and physical examination for appointment as a fire alarm operator shall have his or her name placed in the first position on the eligible list immediately below the names of disabled veterans, if: in the case of a firefighter, such firefighter while in the performance of his or her duties suffers a LODD.

ARTICLE XXXIX

Section 1. Duration of Agreement

This Agreement shall be for the term beginning on July 1, 2015 and ending June 30, 2018.

IN WITNESS WHEREOF, the TOWN OF TIVERTON and LOCAL 1703, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, caused this Agreement by those officers therein duly authorized as of the day and year first above written.

TOWN OF TIVERTON

By: _____
Town Administrator

LOCAL 1703,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

By: _____
President

00017522.DOCX

Exhibit A