

# **Collective Bargaining Agreement**

**Between**

**The Town of South Kingstown, RI**

**And**

**International Association of Fire Fighters  
Local #3365, AFL-CIO**



**Date**

**July 1, 2009 – June 30, 2012**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>ARTICLE 1 - GENERAL</b>	<b>1</b>
<b>1.01 - AGREEMENT</b>	<b>1</b>
<b>1.02 - RECOGNITION</b>	<b>1</b>
<b>1.03 - UNION SECURITY</b>	<b>1</b>
<b>1.04 - MANAGEMENT RIGHTS</b>	<b>2</b>
<b>1.05 - DISCHARGE &amp; DISCIPLINE</b>	<b>2</b>
<b>1.06 - TIME OFF FOR UNION DUTY</b>	<b>3</b>
<b>1.07 - BULLETIN BOARD/UNION NOTICES</b>	<b>3</b>
<b>1.08 - LEAVE BALANCE REPORTS</b>	<b>3</b>
<b>ARTICLE 2 - EMPLOYEE BENEFITS</b>	<b>4</b>
<b>2.01 - SENIORITY</b>	<b>4</b>
<b>2.02 - BID SYSTEM</b>	<b>4</b>
<b>2.03 - ACCESS TO PERSONNEL FILES</b>	<b>5</b>
<b>2.04 - ISSUED EQUIPMENT</b>	<b>5</b>
<b>2.05 - EDUCATION EXPENSES</b>	<b>6</b>
<b>2.06 - LEGAL INDEMNIFICATION</b>	<b>6</b>
<b>ARTICLE 3 - COMPENSATION</b>	<b>7</b>
<b>3.01 - SALARIES</b>	<b>7</b>
<b>3.02 - LONGEVITY PAY</b>	<b>7</b>
<b>3.03 - PAID HOLIDAYS</b>	<b>8</b>
<b>3.04 - OVERTIME</b>	<b>8</b>
<b>3.05 - COURT TIME</b>	<b>10</b>
<b>ARTICLE 4 - LEAVE</b>	<b>10</b>
<b>4.01 - SICK LEAVE</b>	<b>10</b>
<b>4.02 - BEREAVEMENT LEAVE</b>	<b>11</b>
<b>4.03 - PERSONAL LEAVE</b>	<b>11</b>
<b>4.04 - LEAVE OF ABSENCE</b>	<b>12</b>
<b>4.05 - VACATIONS</b>	<b>13</b>
<b>4.06 - COMPENSATORY LEAVE</b>	<b>14</b>
<b>4.07 - FAMILY LEAVE</b>	<b>14</b>
<b>4.08 - SUBSTITUTIONS</b>	<b>14</b>

**EMS CONTRACT  
7/1/09-6/30/12**

<b>SECTION</b>	<b>PAGE</b>
<b>ARTICLE 5 – MEDICAL/LIFE INSURANCE/PENSION</b>	<b>15</b>
<b>5.01 – MEDICAL AND DENTAL INSURANCE</b>	<b>15</b>
<b>5.02 - LIFE INSURANCE</b>	<b>16</b>
<b>5.03 - MEDICAL EXPENSES-FAMILY</b>	<b>16</b>
<b>5.04 - RETIREMENT PLAN</b>	<b>17</b>
<b>5.05 - RETIREMENT HEALTH BENEFITS</b>	<b>17</b>
<b>5.06 - SURVIVOR BENEFITS</b>	<b>17</b>
<b>5.07 - ILLNESS/INJURIES</b>	<b>18</b>
<b>ARTICLE 6 - PROMOTIONS/SUPERVISORS</b>	<b>18</b>
<b>6.01 - SELECTION AND QUALIFICATIONS</b>	<b>18</b>
<b>6.02 - REASSIGNMENT/REMOVAL</b>	<b>19</b>
<b>6.03 - ACTING SUPERVISOR</b>	<b>19</b>
<b>6.04 - SUPERVISOR VACANCIES</b>	<b>19</b>
<b>ARTICLE 7 - MUTUAL AID/WORKING CONDITIONS</b>	<b>19</b>
<b>7.01 - MUTUAL AID</b>	<b>19</b>
<b>7.02 - WORKING CONDITIONS</b>	<b>20</b>
<b>7.03 - LAYOFF</b>	<b>20</b>
<b>7.04 - HOURS</b>	<b>20</b>
<b>ARTICLE 8 - GRIEVANCE PROCEDURE</b>	<b>21</b>
<b>8.01 - GRIEVANCE PROCEDURE</b>	<b>21</b>
<b>ARTICLE 9 - DURATION/SEVERABILITY</b>	<b>21</b>
<b>9.01 - DURATION</b>	<b>21</b>
<b>9.02 - SEREVABILITY</b>	<b>22</b>
<b>SIGNATURES</b>	<b>22</b>

## **ARTICLE 1 - GENERAL**

### **SECTION 1.01- AGREEMENT**

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration"; this contract is made and entered into this 29<sup>th</sup> day of January, 2010, by and between the TOWN OF SOUTH KINGSTOWN AND LOCAL 3365, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

### **SECTION 1.02 - RECOGNITION**

Pursuant to an election conducted by the State Labor Relations Board on January 11, 1991, the Town of South Kingstown recognizes Local 3365 of the International Association of Fire Fighters, AFL-CIO as the sole and exclusive bargaining agent for those permanent uniformed employees of the South Kingstown Emergency Medical Services as defined in Case No. EE3482. Said recognition is for the purpose of Collective Bargaining relative to wages, salaries, pensions, hours and other terms and conditions of employment.

### **SECTION 1.03 - UNION SECURITY**

A. Any member of the department who is a member of Local 3365 as of July 1, 1991, and any member of the department who becomes a member of Local 3365 during the term of this Agreement, shall remain a member of Local 3365 for the duration of this Agreement.

B. All present employees of the department who are not members of Local 3365, International Association of Fire Fighters, AFL-CIO on the effective date hereof, shall not be required to become members of Local 3365 during the term of this Agreement, but shall, as a condition of employment, pay to Local 3365, the employees exclusive Collective Bargaining Representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of Local 3365, which shall be limited to an amount of money equal to Local 3365's regular and usual initiation fees and its regular and usual dues and its general and uniform assessments levied upon its members in connection with its responsibilities as the collective bargaining agent for employees of the South Kingstown EMS Service.

C. The treasurer of the Union shall certify the amount of membership dues and assessments to the Town Manager. The Town shall thereafter deduct such dues and assessments each month from the salaries of all employees covered by this Agreement and remit this amount to the Union Treasurer.

It is understood that the Town is not responsible for the application or use of such membership dues and the Union agrees to hold harmless and indemnify the Town to the extent the Town may be liable for the misuse of such membership dues.

D. The failure to maintain membership in Local 3365, in accordance with the terms of this Agreement, or the failure to pay to Local 3365 charges and assessments in accordance with sub-paragraph (B) hereof, shall be considered a ground for dismissal under the provisions of this Agreement; provided, however, that nothing contained herein shall be construed so as to place any obligation upon the Town to discharge any employee for non-membership in Local 3365 if, (1) the Town has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other employees, or (2) if the Town has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership. Local 3365 agrees to indemnify and hold harmless the Town of South Kingstown from any lawsuits, damages, judgments, results, ramifications, and or effects occurring pursuant to said assessments and/or deductions made by the Town at the request of Local 3365.

E. The EMS Director shall be excluded as a member of this Bargaining Unit, and therefore not be subject to the above section.

#### **SECTION 1.04 - MANAGEMENT RIGHTS**

A. The Union acknowledges that the Town retains the responsibility for the administration of the Emergency Medical Services Department of the Town which it shall exercise under the provisions of Law and in fulfilling its responsibilities under this Agreement.

B. Except as modified by the terms of this Agreement, the Town retains and reserves unto itself all right, power, authority, duty and responsibility confirmed on and vested in it by the laws and constitutions of the United States of America and the State of Rhode Island.

C. The Town further retains the right to make and promulgate reasonable rules and regulations governing the conduct of the EMS Department.

#### **SECTION 1.05 - DISCHARGE AND DISCIPLINE**

A. The Town shall have the right to discharge and/or discipline employees at any time for just cause; and in the case of discharge shall give the Union and the employee at the time of said discharge the reasons for discharge in writing by giving a copy to the employee and the Local Union President. In the event the Union and/or the employee shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) business days from the date of such discharge and shall be disposed of under the grievance procedure. A permanent employee shall have the right to

challenge said discipline and/or discharge under the grievance procedure of the Collective Bargaining Agreement.

B. Probationary employees shall be subject to discharge at any time within their probationary period without recourse to any legal remedies including but not limited to the grievance procedure of this Collective Bargaining Agreement.

C. All members shall maintain a valid driver's license and State of Rhode Island Department of Health license appropriate to position. Failure to maintain said licenses shall result in unpaid suspension up to and including termination.

D. Any unauthorized absences without notification shall be cause for disciplinary action up to and including termination.

**SECTION 1.06 - TIME OFF WHILE PERFORMING UNION DUTIES**

The Town agrees to replace without loss of pay or the requirement to make up such time the President of Local 3365 and one Executive Board member or delegate to attend the following Union functions as follows:

- |   |                                |
|---|--------------------------------|
| A. Formal Contract Negotiations with Town | President and One Board Member |
| B. Arbitration Hearings                   | President and One Member       |
| C. Meetings Called by the Town Manager    | President Only                 |

**SECTION 1.07 - BULLETIN BOARD/UNION NOTICES**

The Town agrees to allow the Local to post notices in any EMS facility for members of this Collective Bargaining Agreement.

**SECTION 1.08 - LEAVE BALANCE REPORTS**

The Town agrees to post a copy of the Leave Balance Report in all EMS stations. The Town further agrees that a minimum of one (1) new Leave Balance Report will be generated every four (4) weeks.

## **ARTICLE 2 - EMPLOYEE BENEFITS**

### **SECTION 2.01 - SENIORITY**

Seniority of members of the Bargaining Unit shall be calculated after the member successfully completes the six (6) month probationary period and shall then revert back to the date of original appointment to a permanent full-time position in the EMS program. Up to date seniority lists shall be posted annually by the Town in each EMS Facility and shall be distributed to the Union President.

A. When two or more appointments are effective on the same date; the EMS Director shall determine the order of seniority based on the ranking of candidates from the applicant pool.

### **SECTION 2.02 - BID SYSTEM**

1. Placements on shifts will be made annually in May, to take effect in July, on the basis of a bid system by seniority.
  - A. The shift bid will begin from a cleared grid of both supervisor and staff ranks.
  - B. The shift bid for both ranks will begin with the most senior member of the department and proceed to the least senior member.
  - C. Supervisors selected according to Article 6 will bid to available supervisor positions according to seniority within the department.
  - D. EMS staff will bid to the available staff positions according to seniority within the department.
2. All yearly bids shall be binding on the employee except in those situations where vacancies and other shifts arise mid-year and require filling. In this situation, the following system shall be instituted:
  - A. All vacancies shall be posted for four (4) days. A copy of the notice shall be sent to the Union President and to any employee sick or injured.
  - B. Mid-year shift bids will be voluntary unless otherwise stated. The choice to move to another shift or vacate their current shift and move will be at the employee's discretion.

- C. A senior employee whose bid has been accepted may reject the position or benefit at his/her discretion without explanation and any such rejection shall not be construed as a waiver of seniority rights in any subsequent situation where seniority will prevail.
  - D. Shift bidding will not conflict with current Town Policy.
- 3. All probationary employees shall be placed on shifts at the discretion of the EMS Director to assure their proper training. At the end of their probationary period, said employees shall be placed on shifts according to the bid system that is then in effect.
  - 4. Nothing in this agreement shall be construed as to limit, interfere with, or otherwise challenge the management rights of the Town through the EMS Director to transfer any member from any shift to another shift where such transfer is in the best interest of and conducive to the harmony, productivity and good order and discipline of the department.

**SECTION 2.03 - ACCESS TO PERSONNEL FILES**

After twenty-four (24) hours notice, the Town agrees to allow any member of the EMS Department to view any and all records maintained by the Town that refer to the selection, performance, promotion, or any other aspects of salary, wages or working conditions of said employee.

**SECTION 2.04 - ISSUED EQUIPMENT**

All members of the bargaining unit shall receive a complete initial issue of uniforms and equipment. The Town will replace articles of clothing and equipment as needed due to wear with the approval of the EMS Director. The Town will replace lost or stolen items; however the individual member is financially liable for their issued equipment in the event of loss or theft due to negligence. All items below will be agreed upon by the Town and the bargaining unit.

- Four EMS uniform pants color navy blue
- Four EMS short sleeve shirts
- Four EMS long sleeve shirts
- One pair duty boots, to be replaced as needed (up to \$100).
- One utility belt
- One trouser belt
- One AA battery size flashlight holder
- One AA battery size flashlight
- One scissor holster
- One glove pouch

One helmet color blue  
One extrication gloves  
One cold weather jacket  
One pair foul/cold weather pants

Departmental issued clothing will be cleaned by the Town on the following basis:

3 shirts per week  
3 pants per week

**SECTION 2.05 - EDUCATION EXPENSES**

- A. The town will provide an annual stipend, to be disbursed no later than August 7th to compensate for the cost of continuing education. This shall be issued in a check separate from the bi-weekly pay check. Members will not be eligible for the education stipend until the first disbursement after they have completed probation.
  - 1. Paramedics will receive \$599.00
  - 2. EMT-C's will receive \$250.00
  
- B. The Town will provide internet based education materials through Centre Learn Learning Management System for each member that provides for a minimum of 12 credits towards National Registry of EMT's recertification requirements.
  
- C. The town will provide the members with ACLS, PALS and BLS classes annually. Attendance is not mandatory.
  
- D. The town will not grant education leave associated with recertification. Recertification hours off duty will not be eligible for compensation.
  
- E. Mandatory education may be required at the discretion of the Director. In the event that the Director requires members to attend training, members will be granted one hour of compensation leave for each hour of education with the minimum compensation being 4 hours.
  - 1. The director may grant education leave to provide for required training as needed.
  - 2. Education leave may generate mandatory overtime.

**SECTION 2.06 - LEGAL INDEMNIFICATION**

In the event that 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/her duties as an

employee of the South Kingstown EMS Division, the Town of South Kingstown agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment subject to the limitations imposed by R.I.G.L. 9-31-3 rendered against such employees in such proceeding.

This section shall not apply to tortuous conduct of an employee which is willful, deliberate, or beyond the scope of his/her employment.

**ARTICLE 3 - COMPENSATION**

**SECTION 3.01 - SALARIES**

	Entry	Step A	Step B	Step C
<b>2009/2010</b>				
PARAMEDIC	37,153	39,338	40,977	43,163
EMT-C	32,831	34,200	35,624	37,049
<b>2010/2011</b>				
PARAMEDIC	37,989	40,223	41,899	44,134
EMT-C	33,570	34,970	36,426	37,883
<b>2011/2012</b>				
PARAMEDIC	38,844	41,128	42,842	45,127
EMT-C	34,325	35,757	37,246	38,735

ENTRY: Probationary period of six (6) months

STEP A: 12 months

STEP B: 12 months

STEP C: 12 months

B. Shift Differential: Employees working on Rescue 2 will receive \$1.00 per hour additional pay.

**SECTION 3.02 - LONGEVITY PAY**

Longevity pay shall be paid in semi-annual payments with the first payment due on the second pay date in July and second payment due on the first pay date in January. Members first becoming eligible for longevity pay after June 30 but before January 1 shall receive a longevity check on the first pay date in January. Members first becoming eligible for longevity pay on or after January 1<sup>st</sup>, but before July 1<sup>st</sup> shall receive a longevity check on the second pay date in July.

Longevity pay shall be considered as a part of base salary for pension purposes only.

Effective during FY 2009-2010, Employees with 4 or more years of service are eligible to receive longevity which is based on the following formula:

\$1.80 for each full year of service multiplied by 52.

LONGEVITY SCHEDULE For FY 2010-2011 and FY 2011-2012		
	Effective July 1, 2010 - Percentage of Base Salary	Effective July 1, 2011 – Percentage of Base Salary
Five (5) years of service but less than ten (10) years*	3.00%	3.75%
Ten (10) years of service but less than fifteen (15) years*	3.50%	4.25%
Fifteen (15) years of service but less than twenty (20) years*	4.00%	4.75%
Twenty (20) years of service or more*	4.50%	5.25%

**SECTION 3.03 - PAID HOLIDAYS**

Employees covered by this Agreement shall be granted uniformly an additional eight (8) hours pay per holiday and four (4) hours pay per half-day holiday. The following are designated as holidays:

- |                |                  |                  |                       |
|----------------|------------------|------------------|-----------------------|
| New Year's Day | Mothers' Day     | Fathers' Day     | Good Friday (1/2 day) |
| Easter Sunday  | Memorial Day     | Independence Day | Labor Day             |
| Columbus Day   | Thanksgiving Day | Christmas Eve    | Christmas Day         |
| New Years' Eve |                  |                  |                       |

A. The Collective Bargaining Unit shall receive holiday pay in two (2) checks payable in the first pay period of December and in July retroactively.

**SECTION 3.04 - OVERTIME**

A. Overtime will be awarded whenever any member works past the end of their shift or fills for a vacancy and will be calculated at one and one-half (1 1/2) times the hourly rate of pay. An employee who works fifteen minutes or less shall be compensated for fifteen (15) minutes at one and one-half (1 1/2) times the hourly rate of pay. An

employee working greater than fifteen minutes but less than one hour shall be compensated for the full hour at the overtime rate.

- B. When vacancies occur on any shift, the Department will fill the vacancies by reference to a single overtime procedure maintained by the Town and the Local.

Employees shall not be eligible for overtime if accepting the shift will knowingly have them work more than thirty-six (36) continuous hours.

Notification for shift availability will be made between the hours of 0900 and 2100 for scheduled leave fills. Unscheduled leave fill notifications will not be limited based on time of day.

- C. It is also understood that per-diem employees or the EMS Director may be used to fill vacancies that endure beyond two (2) weeks if the first two (2) weeks have been offered first to full-time employees.
- D. When necessary, employees will be required to work overtime for all or part of a shift if no other employee is available to work voluntarily. Mandatory overtime shall be enforced under the following conditions:

- 1. **Mandatory Holdover:**

- A holdover procedure will be maintained by the Town and the Local for purpose of holding an employee beyond the end of their current shift. A holdover shall be classified as being held a minimum of four (4) hours past the end of the normal scheduled end to the shift. In each case, the least senior employee with the least recent holdover will be required to stay. No employee shall be required to involuntarily work longer than thirty-six (36) continuous hours unless required by the Town Manager. No employee shall be held over if doing so will interrupt an approved leave, unless required by the Town Manager.

- Where possible, a member working an overtime shift will be the last considered for a holdover that occurs on the subsequent shift.

- 2. **Call Back:**

- In the event that mandatory holdover is unavailable as a means to fill a vacancy, a Mandatory call back list will be used. Callback shall be done beginning with the least senior member of the department and utilizing a rotating list. No employee shall be called back involuntarily while on approved leave, unless required by the Town Manager. Any member called back or called in for duty for less than a full shift shall be compensated at the rate of time and one-half (1 ½) for a minimum of four (4) hours. The Mandatory Call Back List will be reset on July 1<sup>st</sup> annually and begin with the least senior member of the department.

**SECTION 3.05 - COURTTIME**

All members of the Department when required to appear in court for any department related reason shall be compensated for at least four (4) hours pay at the overtime rate.

**ARTICLE 4 - LEAVE**

For the purposes of these sections, a 12 hour period shall refer to 0700 to 1900, or 1900 to 0700.

Paid Holidays are listed in section 3.03.

In the event that more than one member of the Collective Bargaining Unit submits a leave request for the same date and time, the date of the submission will be used to select the order of approval. In the event that more than one member has the same date of submission, seniority will be used.

At any given time a minimum of one full time member must staff each vehicle that is in service. Personal Leave notwithstanding, a maximum of three members of the Collective Bargaining Unit may be granted leave time during the day shift (0700-1900) and a maximum of two members may be granted leave during the night shift (1900-0700) provided that leave can be approved based upon the limitations described within this article and the workday is not listed in section 3.03. For the purposes of this section, Military Leave, OJI and Vacant positions will count towards the total number of allowed leave slots per shift.

Short notice leave will be allowed if there is an available leave slot open, the shift supervisor fills the shift and appropriate staffing levels are maintained. If the employee is next eligible to be held on their shift they must agree to return to work in the event that a mandatory holdover occurs on the subsequent shift or make arrangements with other team members to cover the holdover.

**SECTION 4.01 - SICK LEAVE**

A. Sick leave will be accrued based on the following schedule:

<u>Hours Annually</u>	<u>Hours Per month</u>	<u>Maximum Accumulation</u>
120	10	1,440 hours

B. Sick leave will be granted for absence from duty because of personal illness or physical incapacity due to injury. A personal illness or physical incapacity shall include exams, therapy, and other treatments which involve a life threatening disease and which cannot be administered at any time other than during the regular work day. Pre-operative surgery testing and oral surgery with a physician’s confirmation shall be included.

- C. The employee is required to notify Dispatch of intent to use sick leave, but not between the hours of 2300 and 0500.
- D. The Town may require a physician's certificate as satisfactory evidence in support of any request for future sick leave for a period of one (1) year, provided the employee has been notified of this requirement. At the end of one (1) year, the employee will not have to provide a physician's certificate unless the Town informs the employee that such evidence shall be required.
- E. Bargaining Unit members with five (5) or more years of service who resign or leave the Town's service in good standing shall receive payment for not more than twenty-five (25%) percent of the unused sick leave that has been accrued provided that the member has accrued a minimum of three hundred sixty (360) hours.
- F. Sick leave will be granted in twelve (12) hour increments.
- G. All employees who retire from the Town will be eligible for seventy-five (75%) percent of all accumulated sick leave if that member has accrued a minimum of three hundred sixty (360) hours.

To determine payments made under this provision, the hourly rate shall be defined as the annual salary rate of pay excluding longevity and divided by 2080.

- H. Employees retiring due to job related disability will be eligible for payment of all accumulated sick leave hours.

#### **SECTION 4.02 - BEREAVEMENT LEAVE**

Bereavement leave may be used in the event of a death occurring in the immediate family of a member. The town agrees to pay the employee for the time lost between the day of demise and the date of burial, not to exceed forty-eight (48) working hours for the purpose of attendance at the funeral. The term immediate family as relevant to this section includes parents, spouse, children, siblings, spouses' parents, grandparents, grandchildren, step children, and step parents.

In the event of a death of a relative or household member other than as provided above, such leave of absence with pay may be granted at the discretion of the Director of EMS or his/her designee.

#### **SECTION 4.03 - PERSONAL LEAVE**

Personal leave will be accrued based on the following schedule:

- A. Each permanent member will be granted twenty-four (24) hours of personal time on July 1<sup>st</sup> of each year.
- B. For employees hired on or before December 1<sup>st</sup>, twenty-four (24) hours of personal leave will be awarded after the employee has completed probation.
- C. In addition to the foregoing, the Town shall grant additional twelve (12) hours of personal leave to employees who do not utilize sick leave for a period of six (6) months. This additional personal leave shall be utilized according to the guidelines in this section. Separate six-month periods shall be required to qualify for the personal leave bonus.
- D. Personal Leave may not be carried over at the end of the fiscal year. Members of the Collective Bargaining Agreement will be paid for unused Personal Leave time by the second pay period in July at the June 30<sup>th</sup> pay rate.
- E. Absences due to OJI which are longer than thirty (30) days will not count toward the six (6) consecutive months of attendance necessary to receive the bonus personal leave.
- F. Personal Leave shall not be taken on holidays listed in section 3.03 of this agreement.
- G. Submission of a request for use of a personal day must be made to the EMS Director at least twenty-four (24) hours in advance of the affected shift. Approval is not contingent on voluntary overtime to fill the vacancy and mandatory overtime will be used when necessary.
- H. Personal leave will be granted in twelve (12) hour increments.

#### **SECTION 4.04 - LEAVE OF ABSENCE**

- A. It is agreed that an employee with permanent status may be granted a leave without pay or employment benefits for a period not exceeding six (6) months for good cause. Requests for leave without pay for three (3) days or less shall be made in writing to the Director of EMS. All other requests shall require the approval of the Town Manager.
- B. Failure to return to work at the expiration of a leave of absence shall result in termination of employment.

**SECTION 4.05 - VACATIONS**

A. Vacation will be accrued based on the following schedule:

Years of Service (beginning – completion)	0-4 Years	5-9 Years	10-14 Years	15+ Years
Hours per Month	8	10	14	15.333
Hours Per Year	96	120	168	184

Full years of service shall be defined in this section as the employee's anniversary date of hire.

- B. Vacation leave shall begin to accrue at the end of the first full pay period of employment.
- C. Non-Holiday vacation requests must be submitted a minimum of two (2) weeks in advance in writing with the date and time of submission, affected shift, and employee signature on the department approved leave form.
- D. One Leave Slot per 12 hour period (day/night) may be used for vacation leave that will result in the use of mandatory overtime (hold). One additional member may use vacation leave contingent upon the availability of an open leave slot for the time period and mandatory overtime is not used.
- E. Holiday Vacation requests must be submitted no more than ninety (90) days in advance and no less than sixty (60) days in advance. Notification of approval or denial will be made no less than fifty (50) days in advance. Holiday leave is contingent upon using voluntary overtime to fill the vacancy, and will not create a mandatory holdover.
- F. A maximum of three (3) weeks of vacation leave may be used consecutively; however, an employee may take a fourth consecutive week with the approval of the EMS Director, which approval will not be unreasonably withheld.
- G. At any one time, employees will be allowed to accumulate a maximum of two hundred forty (240) vacation hours.
- H. An employee who leaves the employment of the Town having unused vacation leave, shall be compensated for unused leave at the hourly rate of pay. Said rate is defined in 4.01(G)
- I. Vacation leave will be granted in twelve (12) hour increments.

#### **SECTION 4.06 - COMPENSATORY LEAVE**

- A. Compensatory leave may be accrued in lieu of paid overtime at the employee's request. Compensatory leave will be accrued at a rate of time and one half (1 ½) the amount of overtime hours worked. At any time, employees may accumulate a maximum balance of ninety-six (96) hours. Employees have the option of being paid for comp time balances at the end of the fiscal year or carrying over any unused leave to the new fiscal year. If the employee chooses to be paid for the balance, he/she must notify the Town by May 15<sup>th</sup>. Payment will be based on the employees' hourly rate in effect on June 30<sup>th</sup> of that year.
- B. Compensatory Leave will be granted in a minimum of six (6) hour increments
- C. Compensatory leave will not create overtime, unless approved by the Director of EMS.
- D. Compensatory Leave requests must be made a maximum of two (2) weeks in advance.
- E. Compensatory leave requests will be filled by the individual or the shift supervisor. Approval is contingent upon the availability of staff to fill the vacancy.

#### **SECTION 4.07 - FAMILY SICK LEAVE**

- A. Family sick leave may be used for the illness of a family member, spouse, child, or parent.
- B. Family Sick leave is limited to forty-eight (48) hours per year.

#### **SECTION 4.08 - SUBSTITUTIONS**

Agreements between employees consenting to substitute for each other during all or part of any shift may be entered pending the approval of the EMS Director. The EMS Director reserves the right to terminate existing agreements without cause if a minimum of forty-eight (48) hours notice is given. Termination may be initiated by consenting employees if no part of the agreement has been executed, the termination request is in writing, and signed by both parties.

- A. The following conditions must be met prior to any substitution agreement being considered:
  - 1. All agreements presented for approval must be in writing and signed by both parties no more than thirty (30) days in advance and no less than forty-eight (48) hours in advance of the first affected shift.

2. All submitted agreements must show mutual fulfillment at the time of submission.

3. The substitution will not result in an employee having to work in excess of thirty- six (36) hours continuously.

4. The EMS Director may consider alternate substitution agreements when such agreements are being used to assist the employee specifically with issues related to family care or when the employee is furthering their education.

5. Both parties must agree to take the place of the other if either employee is next up for a mandatory holdover within their team.

B. Any employee who is liable to work another's shift due to a substitution agreement may default on the agreement if leave time is used in accordance with this contract. The employee defaulting on such an agreement will incur penalties based on the following schedule:

1. The first instance will result in a suspension of substitution privileges for a period of thirty (30) days from the date of the default.

2. In the event of a second default occurrence within six (6) months of the first, the employee will have substitution privileges suspended for ninety (90) days.

3. In the event of a third default occurrence within twelve (12) months of the first, the employee will have substitution privileges suspended for one hundred eighty (180) days.

C. Any employee defaulting on a substitution with approved bereavement leave will not be subject to the above listed penalties.

## **ARTICLE 5 - MEDICAL / LIFE INSURANCE / PENSION**

### **SECTION 5.01 - MEDICAL AND DENTAL INSURANCE**

A. All employees hired for full-time positions before August 1, 2002 shall be provided with individual or family Blue Cross Healthmate Coast to Coast or equivalent plan, dependent upon the marital status of the employee. The employee shall make a five percent (5%) co-payment toward the annual premium or working rate cost. Effective July 1, 2010 the employee cost share shall increase to ten percent (10%) of the annual premium or working rate. Effective July 1, 2011 the employee cost share shall increase to fifteen percent (15%) of the annual premium or working rate. Said

payment by the employee shall be made through payroll deductions, and if permitted under IRS regulations, such deductions shall be on a pretax basis.

- B. All employees hired for full-time positions after August 1, 2002 shall be provided with individual or family Blue Cross Healthmate Coast to Coast or equivalent plan, dependent upon the marital status of the employee. The employee shall make a twenty percent (20%) co-payment toward the annual premium or working rate cost. Said payment by the employee shall be made through payroll deductions, and if permitted under IRS regulations, such deductions shall be on a pretax basis.
- C. Employees will receive Delta Dental Levels I and II or equivalent plan with individual or family coverage based on marital or family status. Annual coverage maximum is \$1,200 per person.
- D. The Town may, with the agreement of the Local 3365, provide equivalent health coverage through an alternate provider.
- E. If an employee's spouse or parent in the case of a covered minor is eligible for family medical and dental insurance from the Town or the South Kingstown School Department, then the Town shall not be required to furnish such insurance for the employee.
- F. The Town agrees to provide the foregoing medical coverage for any employee who is retired as the result of a work related one hundred percent (100%) total disability incurred in the line of duty until the employee achieves the age of 65 and shall be the same coverage then available were the employee an active member of the Department and subject to the same health care co-payment requirements of an active employee. For the purposes of this section the definition of "work related one hundred percent (100%) total disability" shall mean a disability meeting eligibility for Social Security Disability Payments.

#### **SECTION 5.02 - LIFE INSURANCE**

The Town shall provide Fifty-Thousand (\$50,000.00) Dollars term life insurance for each member.

#### **SECTION 5.03 - MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY**

The Town agrees to pay all expenses for inoculations or immunizations for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty. This will include screening for contagious disease when potential exposure is discovered after said employee has had contact with members of his household.

**SECTION 5.04 - RETIREMENT PLAN**

- A. All full time members of the Bargaining Unit shall be members of the Municipal Employees Retirement System Optional Retirement Plan for Police & Firefighters (R.I. General Laws 45-21.2).
- B. Effective July 1, 1996, all full time members of the bargaining unit having twenty years of service shall be eligible for retirement and receipt of benefits pursuant to Municipal Employees Retirement System Optional Retirement Plan for Police & Fire Fighters. In accordance with the provisions of 45-21.2-22 Plan C, the plan shall provide an annual cost-of-living adjustment of three percent (3%) of the retirement allowance for members retiring after January 1, 1997. The employee retirement contribution shall be in accordance with applicable Rhode Island General Laws 45-21.2-14, 45-21.2-22, and 36-10-35. The current contribution rate is nine percent (9%) of salary.

**SECTION 5.05 - RETIREMENT HEALTH BENEFITS**

Employees shall be eligible for post – retirement benefits as follows:

- A. Thirty (30) years or more of service: For three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$4,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a monthly basis.
- B. Twenty-five (25) years of service: For three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$2,666 per year toward the annual cost, and the retiree shall pay the difference, payable on monthly basis.
- C. Twenty (20) years of service: For three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$1,333 per year toward the annual cost, and the retiree shall pay the difference, payable on a monthly basis.
- D. To be eligible for post-retirement benefits, the employee must be eligible to retire under the MERS.

**SECTION 5.06 - SURVIVOR BENEFITS**

Upon the death of an employee covered under this agreement, the Town agrees to pay the surviving spouse all accrued leave time available to the employee. The Town will further provide

medical insurance to the surviving spouse of an employee killed in the line of duty. Said medical insurance will continue for five (5) years following the date of death and shall be the same coverage awarded to the employee by this agreement.

Notwithstanding the foregoing, the Town may revoke this benefit if the surviving spouse remarries or has access to alternative medical insurance.

### **SECTION 5.07 - ILLNESS/INJURIES**

Members of South Kingstown Emergency Medical Services who are injured in the line of duty shall be entitled to all rights and benefits as set forth in Section 45-19-1, R.I.G.L., 1956 as amended. All injuries and recurrence of injuries shall be reported as required by the Department regulation.

The Town agrees that an employee will be considered as injured in the line of duty if such injury occurs any time while such employee is actually performing EMS work for and on behalf of the Town, even though said employee may not actually be on his/her regular tour of duty.

The Town further agrees that once an employee reports for work, he/she is actually on duty and shall be covered under this section for any work related injuries sustained until his/her tour of duty is completed.

## **ARTICLE 6 - PROMOTION/SUPERVISORS**

### **SECTION 6.01 - SELECTION AND QUALIFICATIONS**

- A. Supervisors within the Department who are assigned to each group shall be selected by the Director of EMS according to Department Policy.
- B. Members serving in the supervisor position shall be allowed to bid to a supervisor shift based upon Article 2, Section 2.02.
- C. Upon the selection of a supervisor(s) the Director will notify the Union President in writing.
- D. A supervisor must be a member of the bargaining unit, be a licensed paramedic in the State of Rhode Island and have a minimum of 3 years of service on the department.

## **SECTION 6.02 - REASSIGNMENT/REMOVAL**

- A. A supervisor may be reassigned/removed at anytime if the employee's actions place a patient or co-worker in danger or exposes the Town to liability. In addition, employees who at the discretion of the Director of EMS are not meeting the requirements of the position as listed in the Supervisor job description will be advised in writing of the deficiencies and be given 30 days to show improvement prior to reassignment/removal from the position.
- B. In the event that a supervisor is reassigned/removed from duty the member will be allowed to return to the staff ranks according to Article 2, Section 2.02.

## **SECTION 6.03 - ACTING SUPERVISOR**

- A. An acting supervisor will be a member who is eligible to serve as a supervisor in the event of a supervisor vacancy.
- B. An acting supervisor must meet the supervisor eligibility requirements listed in section 6.01 and will serve at the discretion of the Director of EMS.
- C. The Director of EMS will provide the Union with a list of members eligible to serve as an acting supervisor.

## **SECTION 6.04 - SUPERVISOR VACANCIES**

When a vacancy occurs on a supervisor shift the vacancy must be filled by another supervisor, acting supervisor or the Director of EMS.

## **ARTICLE 7 - MUTUAL AID/ WORKING CONDITIONS**

### **SECTION 7.01 - MUTUAL AID**

- A. It is the understanding between the parties that in any case where the Town has mutual aid agreement with any other City or Town and the permanent paid Fire and/or EMS Department of such City or Town is involved in a labor dispute with said City or Town, members of Local 3365 shall not be ordered, directed or required to man any station in such City/ or Town or to stand by with any apparatus owned by said City or Town.
- B. It is further understood by Local 3365 that its members may be required and shall report to provide mutual aid services in connection with any emergency medical requests in such City or Town even though a labor dispute may exist between the paid Fire or EMS Department of such City or Town.

## **SECTION 7.02 - WORKING CONDITIONS**

Members of the EMS Department covered by this contract shall not be required while on duty to perform work normally performed by Building Trade Unions or other tradesmen except for minor repairs.

## **Section 7.03 - LAYOFF**

- A. In the event that the Town at any time during the term of this Agreement lays off members of the Bargaining Unit, layoff shall be conducted based on seniority, with the least senior member laid-off first.
- B. The employee subject to layoff shall be entitled to 100% payment of all accrued vacation, compensatory, personal and administrative leave. In addition, an employee with five (5) or more years of full time service with the Town shall receive payment for not more than twenty-five (25%) percent of the unused sick leave that has been accrued provided that the member has accrued a minimum of three hundred sixty (360) hours.
- C. Employees so laid off shall be called back from layoff by virtue of seniority. The employee with the highest seniority shall be recalled first. Employees laid off shall remain on a recall list for a period of two (2) years following the layoff.

## **SECTION 7.04 - HOURS**

- 1. Shifts A,B,C, and D will work seven (7), 24 hour shifts per month averaging 42 hours per week in a 4 week period. Shifts will commence at 0700.
- 2. Shifts E and F will work 14 (fourteen), 12 hour shifts per month averaging 42 hours per week in a 4-week period. Shifts will commence at 0700.
- 3. Shift A will work each Monday and Friday with one Friday off per month.
- 4. Shift B will work each Tuesday and work one Friday, Saturday, and Sunday per month.
- 5. Shift C will work each Wednesday and Saturday with one (1) Saturday off per month.
- 6. Shift D will work each Thursday and Sunday with one (1) Sunday off per month.
- 7. Shifts E and F will work a rotating schedule of 3 days on and 3 days off.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **SECTION 8.01 - GRIEVANCE PROCEDURE**

The parties agree to resolve any grievance arising out of the terms and conditions of this Collective Bargaining Agreement in the following manner:

- A. A grievance shall be presented by the Union to the Director of EMS within ten (10) business days of the date of the occurrence of the grievance. The Director of EMS shall meet with the Union representative within five (5) business days after the grievance is filed and shall give an answer to the grievance within five (5) business days of the grievance being heard.
- B. If the Union is not satisfied with the response of the Director of EMS, the Union may appeal the Directors decision to the Town Manager. The appeal to the Town Manager shall occur within five (5) business days of the decision of the Director. The Town Manager or his designee shall meet with the Union Representative within five (5) business days of the receipt of the grievance at this level and shall conduct a hearing and give an answer to the grievance within ten (10) business days of the grievance being heard.
- C. If the Union is not satisfied with the response of the Town Manager, the grievance may be referred to arbitration. Said referral to arbitration shall occur within ten (10) business days after receipt of the grievance decision of the Town Manager and the proceedings shall be governed by the Voluntary/Labor Arbitration Rules of the American Arbitration Association.
- D. The decision of an Arbitrator resolving said grievance shall be final and binding except that the Arbitrator shall not have the power to render any decision which adds to, subtracts from, or otherwise modifies the terms and conditions of the Agreement. Fees and expenses of the arbitration shall be bore equally by the parties.

## **ARTICLE 9 - DURATION/SEVERABILITY**

### **SECTION 9.01 - DURATION**

This contract shall be for a term of three (3) years commencing the First Day of July, 2009 and shall continue and remain in full force and effect until June 30, 2012 and from year to year thereafter unless either party, at least one hundred twenty (120) days prior to the expiration date in 2012, or in any year thereafter, gives to the other party written notice of its intention to terminate or amend this contract.

**SECTION 9.02 - SEVERABILITY**

If any provision of this Agreement is or shall be at any time contrary to law, then such provisions shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

IN WITNESS WHEREOF, the Town of South Kingstown has caused this instrument to be executed and its corporate seal to be affixed by Stephen A. Alfred, its Town Manager duly authorized by the Town Council of the Town of South Kingstown as of the day and year first above written; and said Local 3365 of the International Association of Fire Fighters, AFL-CIO has caused this instrument to be signed by Henry Kyhos, its President and, Francesco Capaldi, its Vice-President thereunto duly authorized as of the day and year first above written.

IN THE PRESENCE OF:


  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

TOWN OF SOUTH KINGSTOWN

  
\_\_\_\_\_  
Stephen A. Alfred, Town Manager

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

  
\_\_\_\_\_  
Henry A. Kyhos III, President

  
\_\_\_\_\_  
Francesco L. Capaldi, Vice-President