AN AGREEMENT BETWEEN THE TOWN OF NARRAGANSETT AND LOCAL 1589 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO-CLC

JULY 1, 2016 TO JUNE 30, 2019

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AGREEMENT

Pursuant to the provisions of Chapter 149 of the Public Laws of the State of Rhode Island, 1961, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Fire Departments", this Agreement is made and entered into this day of July 19, 2016 by and between the TOWN OF NARRAGANSETT and LOCAL 1589, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC.

PREAMBLE

Pursuant to the provisions of Chapter 149 of the Public Laws of Rhode Island, 1961, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Fire Departments", the Town of Narragansett recognizes that the paid full time fire fighters of the Town of Narragansett have the Statutory right to bargain collectively with the Town of Narragansett and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment. Nothing herein contained shall be construed to limit the right of the Town of Narragansett to regulate, manage and control the Fire Department of the Town except as modified by the terms of this contract and except as specifically directed by said Chapter 149 of the Public Laws of Rhode Island, 1961, reference to which has been previously made. This Agreement is subject to the provisions of said Chapter 149 of the Public Laws of Rhode Island, 1961, wherein the fire fighters who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

ARTICLE I

Section 1. Recognition

The Town of Narragansett recognizes Local 1589, International Association of Fire Fighters, AFL-CIO-CLC, as the exclusive bargaining agent for all paid full-time uniformed employees of the Narragansett Fire Department, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment. The rights of the Town of Narragansett and employees of the Narragansett Fire Department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

Section 2. Employment Security

The Town of Narragansett agrees not to discharge or discriminate in any way against any employee of the Fire Department for membership or legitimate activities in Local 1589.

Section 3. Union Security

A. Any member of the Fire Department covered by this Agreement who is a member of Local 1589 as of July 1, 1979 and any member of the Fire Department who becomes a member of Local 1589 during the term of this Agreement, shall remain a member of Local 1589 for the duration of this Agreement.

B. All paid, full-time uniformed employees of the Fire Department of the Town of Narragansett covered by this Agreement, except the Chief, who are not members of Local 1589, International Association of Fire Fighters, AFL-CIO-CLC, on the effective date hereof, shall not be required to become members during the term of this Agreement, but they and any new employee who does not become a member within thirty days of employment shall be required, as a condition of employment, to pay to the Union each month an agency service fee, in an amount equal to the regular monthly dues, as a contribution to the costs of negotiating and administering the Agreement.

Section 4. Dues Deduction

The Town of Narragansett shall deduct Union dues and agency service fees upon receipt of authorization cards from employees who desire to have the Town deduct such monies provided for in Section 3. The Town shall forward the dues and service fees deducted to the treasurer of Local 1589 by the 15th day of the month following the month of deduction. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of Section IV. The Union agrees that it shall give the Town at least thirty (30) days notice of any change in the amount of dues and service charges to be deducted from the employees' pay.

Section 5. Time Off For Union Activities

A. All employees covered by this agreement who are officers of Local 1589 or who are appointed as members of Local 1589 Collective Bargaining Committee, shall be allowed time off with pay for all official union business with the Town of Narragansett or their representatives. There shall be no more than three (3) members of Local 1589 who shall be allowed time off with pay at any one time for all official union business with the Town of Narragansett or their representatives.

B. The President, Vice President, or Secretary-Treasurer of Local 1589 shall be allowed time off with pay to attend all meetings of the Rhode Island State Association of Fire Fighters, AFL-CIO, in addition, the President, Vice President, or Secretary Treasurer shall be allowed time off with pay, which period is not to exceed a total of four (4) working days each, to attend the Rhode Island State Association of Fire Fighters Convention, the New England Conference of Fire Fighters, the Rhode Island AFL-CIO Convention, and the International Association of Fire Fighters National Convention, in each contract year without requirement to make up said time.

ARTICLE II

Section 1. Management Rights

The Town of Narragansett retains the right, subject to the provisions of this Agreement, to exercise the regular and customary functions of management, including but not limited to, the right to hire and layoff employees, to determine competency, to discipline or discharge for cause, and, in general, to maintain discipline, order and efficiency in the operation of the Narragansett Fire Department. It also reserves the right to issue, through the Town Council and/or the Director of Public Safety, Rules and Regulations, as it may deem necessary for the proper conduct of the Fire Department. However, the exercise of any or all such rights, including the issuance of Rules and Regulations, shall not conflict with or violate any of the provisions of this Agreement.

ARTICLE III

Section 1. Vacancies In Privates' Ranks

Vacancies in the Privates' ranks shall be filled within sixty (60) workdays. A vacancy shall be deemed to be created by death, resignation, retirement, vacancies immediately preceding retirement - supported by a written intent to retire and buy back sick leave, discharge for cause and other situations, but shall not be construed to apply to a newly created position until after the position has been filled, nor to any situation involving a reduction in the working force.

Section 2. Promotions

A. Vacancies in Officers' ranks below the rank of Chief of the Department shall be filled from the uniformed department.

B. All promotions to the Officers' ranks above that of a private, except that of Chief of the Department, shall be on the basis of competitive examination.

C. No examination for promotional purposes shall be given with out notice of such examination having been posted on the bulletin board at the Fire Department at least sixty (60) calendar days prior to the date set for such examination. Such notice shall set forth the source materials to be used for said examination, and any examination question using materials other than the source materials specified shall be invalid and of no force and effect. The written examination shall be furnished within five (5) days to the President of Local 1589 or his/her designee after it's administration with specific reference to the source of each examination question.

D. There shall be in effect at all times a promotional list for each officer's rank, except that of Chief of the Department. Each promotional list shall remain in effect for a period of two (2) years from the date of certification of said list. The foregoing list shall be effective at the expiration of the current promotional list. Examination shall be given prior to the establishment of the new two (2) year list.

E. In order for a Private to be eligible for examination and promotion to the rank of Lieutenant, he/she will have served at least Four (4) years in the Narragansett Fire Department, including his/her probationary period at the expiration date of the present eligibility list. In order for a Fire Lieutenant to be eligible for examination and promotion to Fire Captain, he/she will have served at least three (3) years in the Narragansett Fire Department in the rank of Fire Lieutenant, at the expiration date of the present eligibility list. In order for a Fire Captain to be eligible for examination and promotion to Fire Prevention Officer, he/she will have served at least three (3) years in the Narragansett Fire Department in the rank of Fire Captain at the expiration date of the present eligibility list. Additionally, for the rank of Fire Prevention Officer, if there are less than three (3) qualified Fire Captains who sign up to take the examination, then Fire Lieutenants who have served at least three (3) years in that rank in the Narragansett Fire Department shall be eligible to sign up for said examination. If there are less than three qualified Fire Captains or Fire Lieutenants, who sign up for said examination, then the Chief may open up the promotional examination for Fire Prevention Officer to include Privates who have served at least three (3) years in the Narragansett Fire Department.

F. Promotional examination procedure:

1. Physical: Pass/Fail
2. Written: 65%
3. Oral: 35%
4. Seniority: One (1) point for each year on the Fire Department not to exceed 17 Points

Educational Development for Fire Science Degree:
Credit will be given for one and only one of the following:
One (1) point 30 College Credits in Fire Science
Two (2) points for Associate Degree in Fire Science
Three (3) points for Bachelor Degree in Fire Science
Total credit received shall not exceed three (3) pts.

6. A score of sixty (60%) percent or better must be earned on the written examination; then the oral examination can be taken, and the seniority points and educational points will be added.

7. All passing scores for the written examination shall be posted in order of finish with point totals within forty-eight (48) hours of the completion of said examination. All oral examination scores shall be posted in order of finish with point totals within forty-eight (48) hours of the completion of said examination.

G. The Oral Board shall consist of three (3) persons. Two (2) shall be appointed by the Director of Public Safety with the advice and consent of the Town Council. One (1) shall be appointed by the President of Local 1589. They shall be active professional members of the Fire Service with the rank of Captain or above. No member of said Board shall be a member of the Narragansett Fire Department or an employee of the Town of Narragansett.

H. Any promotion shall be made from the top person on the promotional list.

I. The promotional list is to be certified within forty-five (45) days of written examination. The vacancies shall be filled within fifteen (15) days of certification.

J. The Fire Chief may perform an evaluation of newly promoted officers. This evaluation can only take place within the first 6 months after promotion. This evaluation is for professional development purposes only and will not result in any punitive action. Upon the officers request this evaluation will be removed from the personnel file after they complete 2.5 years in their current rank.

Section 3. Details To Other Departments Prohibited

A. The Town of Narragansett agrees that any employee covered by this Agreement shall not be detailed to other departments in the Town, with the exception of federal, state or local emergency.

B. Employees of the Narragansett Fire Department shall be required to check the depth of ice on any Town-owned body of water. Two (2) uniformed on-duty persons shall be required to perform his duty. The determination of safe ice/not safe ice shall be the responsibility of the Director of Public Safety or his/her designee.

C. Employees of the Narragansett Fire Department shall be required to shovel snow from all fire hydrants utilized by the Fire Department. One (1) uniformed on-duty man shall be required to perform this duty.

Section 4. Permanent Status

All employees of the Narragansett Fire Department with one (1) year or more of service and who are EMT Certified shall be eligible to be appointed to permanent status on the Fire Department after review of his/her case by the Chief of the Department in accordance with the provisions of the Town Charter. All new employees shall be considered as probationary employees and must successfully complete a probationary period of twelve (12) months before obtaining permanent employee status. All fire fighters hired after 7-1-83 shall become EMT Certified during their first twelve (12) months of employment and shall, as soon as practicable, become EMT-I and EMT-C trained. All probationary employees shall be evaluated by their supervising officer or officers at least quarterly during their probationary period. The Town shall pay the cost to have employees EMT Certified and to continue such certification, however, there shall be no lapse in certification by any employee, and any employee who does not maintain his/her certification, at his/her own volition, shall be subject to immediate dismissal. The EMT certification requirement shall not be applicable for the Secretary of the Department. Any employee who is denied permanent status after completion of said twelve (12) months of service may have his/her case reviewed by the Director of Public Safety and the Chief of the Fire Department within twenty (20) days after said employee makes such request to the Director of Public Safety. Any employee requesting to have his/her case reviewed by the Director of Public Safety and the Chief of the Fire Department shall be entitled to be represented by counsel in any review or hearing before either the Director of Public Safety or the Chief of the Fire Department. It is understood by the parties that any review by the Town of an employee's case of denial of permanent status is only a review and does not constitute a grievance as provided in Article VI of the Agreement. It is understood by the parties that a probationary employee does not have any grievance or arbitration rights as provided for permanent employees covered by this agreement. During the probationary period a probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Town, and neither the reason for nor the disciplinary action or dismissal may be the subject of a grievance.

Section 5. Hours

The regular work schedule for all employees covered by this Agreement shall be an average workweek of forty-two (42) hours to be worked by a four (4)-platoon system as follows:

Two (2) consecutive ten-hour (10) days
Twenty-four (24) hours off
Two (2) consecutive fourteen-hour (14) nights
Ninety-six (96) hours off

The Fire Prevention Officer (if any) shall work an average workweek of forty (40) hours, to be worked Monday through Friday from 8:30 a.m. to 5:00 p.m. with one-half (1/2) hour for lunch. All variations from the normal work schedule shall be paid in accordance with Article III, Section 6A and 7 of the Collective Bargaining Agreement. The Secretary of the Department shall work a thirty-five (35) Hour workweek, to be worked Monday through Friday from 8:30 to 4 with one -half hour (1/2) for lunch. The Secretary will be paid time and one-half of the straight time rate of pay for work performed over seven (7) hours in one day and thirty-five (35) hours in one week.

The Chief of the Department shall have the authority to call an all hands drill three (3) times per year for which drills members shall be paid at straight time rate of pay and shall not be subject to the provisions of Section 6A hereof. Employees on vacation or leave shall not be required to attend.

Section 6A. Overtime

All employees, with the exception of the Chief of the Department, who work in excess of ten (10) hours on any day tour or fourteen (14) hours on any night tour, or in the case of the Secretary in excess of the work schedule contained in this Agreement, shall be compensated for such excess hours at the overtime rate of pay as hereinafter set forth. In order to be entitled to overtime for any hour, said employee must work thirty (30) minutes or more. In the event that the overtime is less than thirty (30) minutes, there shall be no overtime compensation for such period of time, which is less than thirty (30) minutes. The hourly rate of overtime pay shall be one and one-half (1-1/2) times the straight time rate of pay.

Section 6B. Seminar Attendance

Any employee who is ordered to attend any seminar, course or training session while not on duty, shall be compensated at his/her straight time rate of pay, with a two (2) hour minimum. This shall be limited to a maximum of twenty (20) hours per calendar year. EMT-A or EMT-Cardiac school shall not be limited to the twenty (20) hour rule. All employees shall receive fourteen (14) days advance notice to the extent practicable from the start of any such course. Employees on vacation or leave shall not be required to attend any session. Any probationary member may be required to attend out of house classes required by this Agreement, Town Ordinance, or Rules and Regulations of the Department as part of his/her regular work schedule; provided, however, that said member shall be replaced by a permanent person at the pay of time and one-half (1-1/2) said replacement's straight time rate of pay only if needed to comply with minimum manning.

Section 6C. Compensation Time

Employees shall have the option of receiving compensatory time off in lieu of overtime pay to a maximum accumulation of thirty six (36) hours. Such compensatory time may not be taken on the night shift of July 3rd and the day shift of July 4th, Thanksgiving Day, the night shift of December 24th and the day shift of December 25th and on the night shift of December 31st and on the day shift of January 1st. Compensatory time shall be charged at a minimum of four (4) hours when used and must commence or terminate at the start or end of a work shift. No more than four (4) employees of the department shall be permitted to take compensatory time on any one ten (10) hour day or fourteen (14) hour night. Such leave shall be granted on a first come, first served basis. The employee shall give notice forty-eight (48) hours prior to the shift on which compensatory time usage is sought. If an employee takes off more compensatory time than entitled to, the employee shall pay the time back to the department, when needed, at a mutually agreed upon date.

An employee must use all his remaining compensatory time prior to resignation or retirement. All compensatory time shall be earned at a rate of one and one-half (1 ½) times the number of hours worked. An employee shall be permitted to purchase any or all banked time with written notice to the Town by April 1st of each year at the straight time rate of pay with payment in the first pay period in July. The Town shall be permitted to purchase all banked compensatory time in excess of forty-eight (48) hours annually with written notice to the individual employee by April 1st of each year. This payment shall be at the straight time rate of pay and shall be paid in the first pay period of June.

All provisions of Section 6c. Compensation Time shall terminate on December 1, 2011, and this section shall be of no further effect.

Section 6d. Educational Incentive

Employees matriculating in a degree program shall have the option of taking accredited courses in pursuit of a degree in Fire Science, Fire Safety, Emergency Medical Services, and Emergency Management Administration.

Effective July 1, 2016 members shall be paid up to one thousand four hundred dollars ($1,400.00) per fiscal year after the successful completion of the course with a grade of "B" or above and proof of payment by the employee. Payment is for tuition only; no time off will be given to attend classes associated with this section.

Section 7. Call-Back Pay

All employees, except the Chief of the Department, who are called back to duty shall be compensated for at least two (2) hours at the overtime rate of pay as set forth in Section 6 above.

Section 8. Standby

Any employee who is required to stand by at the request of any person in authority in the Fire Department shall be compensated for such time whether or not he/she is required to actually return to the fire station. Such time shall be computed at the straight time rate of pay.

Section 9. Paid Holidays

The following holidays shall be paid holidays for all members of the Narragansett Fire Department:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve (1/2 Day)
Fourth of July	Christmas Day
Victory Day (2nd Monday in August)	New Year's Eve (1/2 Day)

In addition to the foregoing holidays, employees covered by this Agreement shall be entitled to holiday pay for any other day declared a holiday by the Town Council. Holiday pay shall be one-fifth (1/5) of the employee's regular rate of pay and shall be paid to each employee over and above his/her regular rate of pay whether he/she works the holiday or not. In determining one-half (1/2) day holidays they shall be considered as 4.2 hours. If a fire fighter is required to work on any of the foregoing named holidays as part of his/her regular work week, then such fire fighters shall be paid in addition to all other benefits he/she may have under the contract between the parties an additional one-half (1/2) holiday for work on the foregoing named holidays.

Section 10. Vacations

A. All employees of the Narragansett Fire Department shall be entitled to such vacations as set forth in this section.

Upon completion of one (1) year of service and up to five (5) years of service, employees shall be entitled to twelve (12) working days of vacation.
Upon completion of five (5) years of service and up to ten (10) years of service, employees shall be entitled to fifteen (15) working days of vacation.
Upon completion of ten (10) years of service and up to fifteen (15) years of service, employees shall be entitled to eighteen (18) working days of vacation.
Upon completion of fifteen (15) years of service, employees shall be entitled to eighteen (18) working days of vacation plus one (1) additional working day per year for each full year over fifteen (15); up to a maximum of twenty-five (25) days.

B. Vacations shall be scheduled during the entire twelve (12) month period of this contract. The vacation list shall be posted January 1st of each and every year for the entire year. All vacations must be selected by December 31, of each contract year for the following calendar year. Vacation selections may be changed during the calendar year with ninety-six (96) hour notice in advance of their use.

The "vacation list" referenced herein is a scheduling tool of the Fire Department. Actual calculation of earned and discharged vacation days is maintained and certified by the Town Finance Department.

Vacation days are earned from the members' employment start date within the Fire Department. The member shall accrue vacation days on a monthly basis with one-twelfth of the current year's vacation earned starting immediately upon completion of the members first month of service. The "vacation list" would not reflect the vacation for scheduling until the completion of one year of service.

A full year allotment of vacation days for each member as provided for with in the CBA shall be made available for scheduling purposes to each member of the Fire Department on January 1st of each calendar year regardless of the anniversary date of each member within that calendar year commencing January 1st.

If a member retires or separates employment during a calendar year in which the member has not yet reached his or her anniversary date for that particular calendar year, said member shall receive payment from the Town for accrued but unused vacation days or a member shall refund the Town for any vacation time used but unearned. This payment for accrued vacations days shall be calculated by utilizing the amount of vacation days that the member has accrued on a monthly basis.

C. Vacations shall be granted individually according to rank and time in rank and then according to seniority in the Department; there shall be allowed a maximum of four (4) employees on vacation on each platoon at all times pursuant to earned vacation schedule.

No Vacation Leave shall result in more than two probationary firefighters on shift. Vacation leave resulting in more than two probationary firefighters on shift will be filled with an order back of the junior Permanent firefighter.

D. For the purpose of determining seniority in the Department for vacations, such shall be based upon the length of continuous service the employee has in the Narragansett Fire Department beginning with his/her latest term of employment in the Narragansett Fire Department.

E. The vacation schedule for the Fire Prevention Officer (if any) and the Secretary of the Department shall be as follows:

Upon completion of one (1) year of service and up to five (5) years of service - two (2) weeks with pay
Upon completion of five (5) years of service and up to ten (10) years - three (3) weeks with pay
Upon completion of ten (10) years of service and up to fifteen (15) - four (4) weeks with pay
Upon completion of fifteen (15) years of service - four (4) weeks with pay plus an additional day for each full year of service over fifteen (15) years up to a maximum of twenty-five (25) days.

F. Any member shall be allowed to carry over a maximum of ten (10) vacation days from one calendar year to the next. At no time shall any member be entitled to more than ten (10) days over the current year's allotment.

Section 11. Leave

A. All employees of the Narragansett Fire Department shall be entitled to sick leave at the rate of one and one-half (1-1/2) days per month cumulative to one hundred eighty (180) days. The amount of sick leave available to each employee shall be posted at Headquarters monthly. The Town of Narragansett will buy back all credited accumulated sick days in excess of one hundred eighty (180) days at the rate of one-fifth (1/5) of the employee's present regular rate of pay for all credited accumulated sick days over one hundred eighty (180) during the first pay period of December on each year the maximum is achieved.

B. Leave may also be granted in the case of a death of a relative other than the immediate family as defined below for a maximum of one (1) day to permit attendance at the funeral; provided that the leave shall first be approved by the Chief of the Fire Department. The foregoing leave shall not be charged against sick leave.

C. Leave may also be granted for the maximum of four (4) days for a death in the immediate family. These four (4) days shall not be charged to sick leave. Immediate family is defined for the purpose of this Article to be: spouse, parents, children, brother, sister, grandparents, and including foster parents and step relatives of the same degree of kinship and mother and Father-in-law. Such leave requests shall not be unreasonably withheld.

D. Upon retirement a member covered by this Agreement shall have the option to be compensated for (100%) percent of his/her accumulated sick leave if he/she requests a lump sum payment, or to be compensated for one-hundred (100%) percent of his/her sick leave if he/she elects to take this accumulated sick leave in time off prior to the day of retirement. The foregoing sentence shall not be construed to prohibit or prevent the Town from filling the position of such employee at any time from the notice of election to the employee's actual day of retirement. Any employee electing time off in lieu of payment for his/her sick leave will accumulate no further sick leave time or vacation time after he/she has given notice of his/her election.

E. Any member with ten (10) years or more of permanent status in the Fire Department who voluntarily terminates his/her employment with two (2) weeks notice to the Town, shall be compensated for fifty (50%) percent of his/her accumulated sick leave. Any member with less than ten (10) years of permanent status who voluntarily terminates his/her employment or any member, who is discharged for cause, shall not be eligible for compensation for any accumulated sick leave.

F. The Chief of the Department and/or Administrative Authority of the Town of Narragansett reserves the right to demand a Physician's Certificate when and if said Administrative Authority feels that a member covered by this Agreement is abusing his/her sick leave.

G. Personal leave of three (3) days with pay in any calendar year may be granted with the approval of the Chief of the Department. Such leave shall not be charged to sick leave. Twenty-four (24) hour notice shall be given in advance where possible. There shall be posted on the bulletin board a sheet showing the entitlement of each employee to his/her days of personal leave, and as said days are used, a notation shall be made on said list.

H. Any employee on the Fire Department who does not use any of his/her sick leave allotment during the first six (6) months of the calendar year shall receive one (1) personal day above those mentioned in Article III, Section 11G during the next calendar year. Any employee who does not use any of his/her sick leave allotment during the last six (6) months of the calendar year shall receive one (1) personal day above those mentioned in Article III, Section 11G during the next calendar year. Said personal day shall conform to the provisions of Section 11G.

I. Job related leave may be granted with pay to employees of the Fire Department at their request. Such leave shall be granted by the Chief or his/her designee at his/her discretion, but shall not be unjustly withheld.

J. In any case where an employee dies or is placed on a disability pension, the Town shall pay to his/her estate or to him/her, as the case may be, all unused Vacation Leave. Payment, therefore, shall be at 1/5th the employee's regular rate of pay at the time of his/her death or disability retirement.

Section 12. Sickness Or Injury

A. Members of the Narragansett Fire Department who become sick or injured in the line of duty shall receive full salary while their incapacity exists or until they are able to return to duty or are pensioned.

B. For sickness and injury in the line of duty, all medical and/or hospital expenses shall be paid by the Town of Narragansett.

C. The Town of Narragansett hereby agrees to pay all expenses for inoculation or immunization shots for employees covered by this Agreement and members of their family residing in their household when such becomes necessary as a result of said employee's exposure to contagious diseases when said employee has been exposed to said disease in the line of said employee's duties.

D. All employees of the Narragansett Fire Department shall have the option to be tested for "HIV" at the time of their annual physical with the Town bearing the cost thereof.

E. Any member who becomes injured or who contracts an illness in the line of duty and remains away from their regular employment for a period of eighteen (18) months shall at the expiration of eighteen (18) months return to duty within thirty (30) days thereafter, or shall be deemed physically unfit for duty and, therefore, unable to return to his/her respective duties and, therefore, retired in accordance with the provisions of Article IV, Section 2 of the current collective bargaining agreement. In the case of an employee who is on leave status under this section who found, within a reasonable degree of medical certainty, to have reached maximum medical improvement by either the member's treating physician or one appointed by the Town, then that member shall be immediately retired in accordance with the provisions of Article IV Section 2 of the current collective bargaining agreement. This paragraph shall not reduce or increase in any way the time period of eighteen (18) months and thirty (30) days as set forth above.

Section 13. Clothing Allowance

The Town of Narragansett shall continue to supply the following clothing to each new employee of the Fire Department for fiscal year commencing July 1, 2016:

Station Uniforms
4-Sets of station/work uniforms, issued at date of hire
(4 - shirts, long or short sleeve)(4 - pairs of trousers)
These uniforms shall conform to the following and will also be used as a basis for minimum requirement for the annual sets purchased with the uniform allowance.

4 Sets of station work uniforms, issued annually. (2-NFPA approved) shirts, Lion Brand L-420 6OZ. NFPA compliant cotton Polo shirt (Navy) long or short sleeve) with embroidered department logo
4 pair of NFPA approved 4 pocket trousers (Navy)

1-Rescue coat with Scotchlite trim and removable liners for year round use
1-Pair of Black Shoes (Knapp Brand or Equal)
1-Blue Firefighter Job Shirt

If the town makes any significant change through policy to this minimum, they will be subject to the following change in style clause. The town and union have agreed to a uniform policy and if the town changes said policy without agreement with the union, then the town will bear the full cost of the change for every member of the department.

Turnout Gear
1-Pair of short boots to be worn with turnout pants, top grade, steel toe and midsole
1-Pair of boots, same as above, only regular length
1-Approved type Cairns helmet with earflaps and protective eye shield
1-Pair of gloves (Fire Fighter approved type)
1-"Globe" brand Firefighting coat with an outer shell of fire retardant material equal to "Nomex"; with removable liner; it also shall have high visibility Scotchlite trim approximately 2-1/2 to 3 inches wide
1-"Globe" brand Firefighting bunker pants equal to above coat with removable liner and suspenders The above turn out gear and rescue gear used in firefighting and rescue work shall meet "N.F.P.A." and "OSHA" standards.

Dress Uniform
1-Pair of collar buttons
1-Uniform cap
1-Dress blue uniform, coat and pants, white shirt (long or short sleeve). This is to be issued after completion of one (1) year of service and permanent appointment.
1-Hat Badge Blackinton or equal Style#127S;
1-Breast badge, Blackinton or equal Style #293S
1-Reeves I.D. Plate with name imprinted on same

The above gear shall also be proportional to fit each individual fire fighter. Upon change of style or design of the work clothes, each member shall be furnished with four (4) complete sets of the new station uniform.

Commencing July 1, 2016, and continuing each fiscal year $600.00 worth of clothing allowance shall be provided to each uniformed employee for the purchase of uniform clothing and/or equipment as per Town purchasing procedures and Fire Department uniform policy. The aforementioned uniform policy shall be mutually agreed upon by the Union and the Chief. Members of Local 1589 shall be allowed to spend up to $500 per order at a vendor of their choosing but will not exceed that amount in one purchase. The Union will work with the department secretary to track their total allotment of $600. The Town shall be obligated to issue one purchase order per member, per quarter to each selected vendor of clothing/equipment, which may be ordered by the employees.

Any future change to the negotiated uniform policy will be re-negotiated by the town and Local 1589. This allowance is in lieu of current yearly allotment of 2 NFPA approved uniform pants, 2 NFPA compliant cotton uniform Polo shirts (Navy) (long or short sleeve) with embroidered department logo and embroidered officer collar emblems, 1 job shirt, and 1 pair of station boots. The negotiated amount reflects the approximate cost of these items.

The Town of Narragansett shall continue to pay for the cleaning of the same as is presently done and further agrees to replace or repair all other department issued or personal property normally worn by fire fighters in their regular duties whenever the same are destroyed or damaged in the course of said employee's duties. The replacement of gear, any of the foregoing articles which are lost, stolen, damaged, or otherwise rendered unserviceable, shall be ordered within fifteen (15) working days upon notification in writing to the Chief of the Department.

Section 14. Health And Welfare

All employees of the Narragansett Fire Department shall be covered by the Blue Cross Plan "100" and Physician's Service Plan (semi-private), and Major Medical with a limit of One Million ($1,000,000.00) Dollars, Student Rider Age 25, SCRIP Rider and Vision Care. Effective upon execution of this Agreement said plan shall also include the following riders: "Managed Care", Deductible of One-Hundred ($100.00) Dollars on Major Medical, and Emergency Room Co-Pay of Twenty-Five ($25.00) Dollars.

The expense of these plans is to be borne by the Town of Narragansett. The plans referred to shall cover all members of the employee's immediate family. Retired members shall be allowed to continue in said plans provided such retired members pay the full cost thereof. Any employee of the Narragansett Fire Department who retired before July 1, 1983 shall receive one thousand dollars ($1,000.00) annually towards their medical plans. Such annual allotments shall terminate upon death of the retiree.

Effective 7/1/86 employees who are retired because of job connected incapacity shall continue to receive the present medical insurance plan which coverage shall include their spouse with the Town paying the full cost thereof.

Effective 7/1/95 employees who are retired because of job connected incapacity shall continue to receive the present medical insurance plan which coverage shall include their spouse or dependent family (as long as needed) with the Town paying the full cost thereof. Employees, who retire on or after 7/1/87, shall continue to receive the present medical insurance plan which coverage shall include their spouse with the Town paying the full cost thereof. Medical health insurance shall mean the same health insurance provided for members of the Fire Department. The Town shall provide and pay for Delta Dental Level 1, Level 2, and Level 4 for each employee covered by this Agreement.

Any employee who is killed in the line of duty, his/her spouse shall continue to receive medical insurance plan individual or family as may be needed; the Town paying the full cost thereof.

Effective on July 1, 1996 upon presentation of proof of alternative health care coverage or duplicate coverage, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's cost for family plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be fifty percent (50%) of the Town's cost for individual coverage for each full contract year of noncoverage by a Town plan. For each year in which the employee opts out under this provision, he/she shall receive no coverage pursuant to this Section. The employee reserves the right to opt back into the plan at any time. Payments to employees under this provision shall be made quarterly, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost to the Town of the plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30th of each contract year.

Effective July 1, 2001 the basic healthcare plan for all employees shall be Blue Cross "Coast to Coast" coverage, as listed in exhibit "A" attached to this Collective Bargaining Agreement. Those members in other healthcare plans currently provided by the Town shall be allowed to remain in those plans, but once the member chooses to change to "Coast to Coast", the member may not change back to any other coverage without paying the difference between premiums.

Effective July 1, 2001, retirees shall, upon attaining the age of 65, be enrolled in Blue Cross Plan 65 w/Regulation 46 and Major Medical, along with Medicare Part B prescription drugs, etc.) with an additional policy to be provided for the spouse, if needed ("Medicare Supplements"). This coverage shall be totally paid for by the Town. The Town, upon submission of proof of enrollment, in June and December of each year shall reimburse the Part B Medicare cost to retiree's.

The Town will not be required to pay for the above described Medicare Supplements to members who retire on or after January 1, 2011.

Effective the first full pay period after January 1, 2005 all active duty members will pay an eighteen dollars ($18.00), cost sharing contribution, on a pre-tax basis, applied to the healthcare premium portion of healthcare only, per week. Retirees will not be required to contribute at any time.

Effective the first full pay period after January 1, 2008 all active duty members will pay an nineteen dollars ($19.00), cost sharing contribution, on a pre-tax basis, applied to the healthcare premium portion of healthcare only, per week. Retirees will not be required to contribute at any time.

Effective January 1, 2005 all members currently enrolled in BCBSRI "Classic" will be enrolled in Blue Cross "Coast to Coast", as listed in exhibit "A" attached to this Collective Bargaining Agreement.

Effective January 1, 2005 the emergency room co-pay shall be increased from twenty-five ($25.00) dollars to one-hundred ($100.00) dollars for all plans.

Effective October 2, 2010 all active duty members will pay an annual contribution of 20% of the cost of health insurance.

Members who retire on or after January 1, 2011 will be required to pay, towards the cost of health insurance, an annual contribution equal to the same rate as when they were employed by the Town.

Effective January 1, 2011 all members retiring after said date will be required to demonstrate to the Town that they are not eligible for equivalent alternative health coverage. If they are eligible for equivalent alternative health coverage then the Town shall not be required to provide health coverage. Alternative coverage includes, but is not limited to, coverage available though subsequent employment, a spouse or Medicare.

Effective January 1, 2014 all active duty members will pay an annual contribution of 20% of the cost of dental insurance.

Effective January 1, 2017 The Town agrees to provide primary health insurance coverage, including individual or family coverage for eligible employees / any members that retire on or after January 1, 2017, under the plan known as a High Deductible Health Plan with a Health Savings Account, or equivalent health insurance plan whose benefits shall be comparable to those listed in Exhibit A attached hereto. In the event that the Town proposes an alternative health carrier, such carrier must offer equivalent benefits and provider networks as the current in force carrier. However, no change from the current carrier to an alternative carrier shall be initiated without providing written notice to the Union.

Effective January 1, 2017 the Town of Narragansett and Local 1589 agree to participate in Health Savings Account(HSA) Blue Cross or equivalent (see Exhibit A) plan with the following terms. All new members of Local 1589 shall be placed on a traditional Health Plan Equivalent to the Blue Cross Healthmate Coast to Coast plan that is currently offered to other town employees until the next available January 1st HSA "Enrollment Period for town to preload". At this time they will be converted to the HSA plan described in this section. These new employees only will contribute 20% of the traditional Health Plan annual premium prorated for the weeks they are enrolled until they are converted to the HSA plan.

Family HSA Plan: This HSA Health Insurance plan shall include a $4,000 deductible for in-network services, and $8,000 for out of network services of which the employee pays 100%. The Town agrees to front load the entire in-network deductible ($4,000) and then thereafter the employee will contribute weekly, by payroll deduction on a pre-tax basis up to $4,000 for the family medical coverage outlined in exhibit A. Once the deductible is met the plan will cover 100% of the in-network medical expenses outlined in exhibit A.

Individual HSA Plan: This HSA Health Insurance plan shall include a $2,000 deductible for in-network services and $4,000 for out of network services, of which the employee pays 100%. The Town agrees to pre load the entire in-network deductible ($2,000) and then thereafter the employee will contribute weekly, by payroll deduction on a pre-tax basis up to $2,000 for the Individual medical coverage outlined in exhibit A. Once the deductible is met the plan will cover 100% of the in-network medical expenses outlined in exhibit A.

The town and local 1589 also agree to the following:

100% of the premium for the Health Plan will be the responsibility of the Town and the funding of the Health Savings account will be the responsibility of the employee. A preloading of the Health Savings Account will be provided by the Town each year, on the first day of January, on behalf of the employee, with a weekly deduction for each employee enacted by the Town for the repayment of the loan to the Health Savings Account. If at the end of each calendar year the loan has not been paid in full, the Town will deduct the balance of the loan from the last employees pay in the calendar year. If the employee leaves the service of the Town with a balance on the loan, the Town will deduct the balance of the loan from the employee's last paycheck.

Upon retirement, until Medicare eligibility or age 65, the Town will provide 100% of the Premium for the High Deductible Health Plan for either the individual employee or a two person family. If a retiree requests coverage for more than a two person family the retiree will be responsible for the premium difference of the two person and family plans. The Town will not be responsible for the Health Savings Account in retirement.

The town shall provide all employees/retirees, spouses, and dependents with a debit card to access HSA funds. Said Debit card shall be the responsibility of the town and the town shall bear any and all cost associated with these cards.

Employees will notify the town of the amount they wish to add via the "Pre Load" by December 15 of each year. If a member does not contact the town to provide them with an amount then the full $4000/$2000 dollars will be uploaded to their account.

Dental Insurance coverage will continue with the Town responsible for 80% of the premium for an individual or family coverage for active employees, and 80% of the premium for an individual or two person family for retired employees until medicare eligibility or age 65.) The remaining 20% is the responsibility of the employee/retiree and will be paid by payroll deduction or from their pension.

Section 15. Manpower

A. Guidelines for filling vacancies and details in the permanent ranks of the Narragansett Fire Department:

Types of Hiring Situations:

Normal - pre-planned vacancies including vacations, comp. leave, personal, sick leave, IOD, and other necessary hiring that is needed prior to the start of the shift to be filled.

Emergency - vacancies that occur after a shift has started that are unexpected "i.e. call-backs for fires, illness during a shift, injuries, and when a person calls in sick", so that hiring has to be done after the shift has started.

Details and Partial Shifts -would include any additional manpower needed for special functions. (I.e. football games, fireworks, fire watch, etc. These details are not rank specific). Partial shifts (less than ten (10) hours comp. time) in a particular grade will also be included in this definition.

Methodology

1. In carrying out the hiring of permanent employees to fill normal vacancies or details the on-call platoon shall be used first, then the platoon next due back, finally the platoon on its ninety-six (96) hours off. All overtime shall be filled strictly by rotation only. A current list of all shift rotations shall be maintained at Station 1 and shall only be modified by the Shift Captains. The Shift Captain or Acting Shift Captain shall do all hiring for any vacancy unless they are unavailable due to response to an alarm. In that event, the Shift Captain shall designate one individual to fill only those vacancies requiring immediate attention. Captains will contact personnel by telephone, answering machine message, and/or pager giving reasonable time to respond.

Vacancy (day)	On-Call	Next back	Ninety-six off
A	B	D	C
B	C	A	D
C	D	B	A
D	A	C	B

Vacancy (night)	On-Call	Next back	Ninety-six off
A	D	C	B
B	A	D	C
C	B	A	D
D	C	B	A

2. Overtime shall be offered by seniority in grade on a rotational basis on each shift, initially by seniority commencing at the annual shift change. When a member accepts overtime, that person shall be rotated to the bottom of that platoon's overtime list in the grade of said member. If a member declines, is unreachable or is ordered back to duty, that member would not be rotated. The next member in succession shall be offered the overtime position. The aforementioned sequence shall be followed until the vacancy is filled.

3. All positions in each rank shall be offered to members of that rank following the aforementioned sequence. All response shall be voluntary. In the absence of an available Captain on any work shift, the senior on-duty Lieutenant shall be compensated at the Captain's rate of pay. In the absence of two available Lieutenants on any work shift, the senior on-duty Private shall be compensated at the Lieutenant's rate of pay. There shall be no acting officers in any grade for which an officer of that rank makes him or herself available.

4. There shall be a minimum of one officer (Captain or Lieutenant) on duty at all times. The junior off duty Lieutenant shall be ordered back to duty for a vacancy in the officers ranks if all off duty officers pass on the vacancy.

5. When all permanent off-duty personnel pass on the vacancy, a qualified Probationary Private or Call-firefighter of Narragansett Fire Department may be asked.

6. If all permanent personnel, qualified Probationary Privates and all qualified call-firefighters pass on the vacancy, the junior off-duty member shall be ordered back to duty for said vacancy.

7. Partial shifts shall be filled in the same manner as stated in items 1 through 6. However, there shall be a separate rotation list by grade for each shift to be used for less than full shift vacancies.

8. Any hours worked, as a holdover will not be charged as having worked "normal" overtime.

9. No member shall work his or her own scheduled leave.

Under no circumstances shall the Town be obligated to equalize the amount of overtime that each member receives as an employee of the Town. If a member declines an offer of overtime for any reason, the member shall have no right to claim that he or she is entitled to be caught up on overtime and otherwise receive the same amount of overtime as other members.

Hiring in Emergency situations will be done in the same fashion as above with the exception that the vacancy is expected to be filled in a much shorter time span (as soon as possible). When hiring for Details (not rank specific) the on-call platoon shall be used first, then the platoon next due back, finally the platoon on its ninety-six (96) hours off. Hiring shall be done on a rotational basis to include Captains, Lieutenants, and Privates. The date and abbreviation for the detail worked shall be written into the block next to the member's name.

B. The ambulance and/or rescue operated by the Narragansett Fire Department shall respond to all calls with two (2) qualified persons on the unit.

C. There shall be a minimum of four (4) permanent employees (excluding the Chief) on duty on each platoon at Station No.1 at all times. Effective on or before 1 July 1991, there shall be a minimum of eight (8) permanent employees (excluding the Chief, Secretary, and Fire Prevention Officer) on duty on each platoon of the Narragansett Fire Department. Effective July 1, 2005 this minimum shall consist of one (1) Fire Captain, three (3) Lieutenants, and four (4) Privates positions. There shall be a minimum of four (4) permanent employees (excluding the Chief, Secretary, and Fire Prevention Officer) on duty on each platoon at Station #1 at all times. There shall be a minimum of two (2) permanent employees (excluding the Chief, Secretary, and Fire Prevention Officer) on duty on each platoon at Station #2 at all times. There shall be a minimum of two (2) permanent employees (excluding the Chief, Secretary, and Fire Prevention Officer) on duty on each platoon at Station #3 at all times. In the event that sufficient permanent or probationary employees are unavailable after a reasonable effort to obtain them, qualified volunteers may be used. In carrying out the foregoing provision, the on-call platoon shall be used first, and then the next back platoon, and lastly the platoon on its' ninety-six (96) hours off. Such response shall be voluntary. When no permanent or call personnel are available, the junior off duty permanent employee may be ordered back to duty.

D. The Fire Prevention Officer (if any) shall respond to fires during his/her tour of duty, but shall not be counted as part of any line complement. The Department may, but shall not be required to, fill a temporary vacancy in the rank of Fire Prevention Officer (if any).

E. The minimum manning requirements set forth in the preceding paragraphs in this Section 15 shall be inapplicable whenever an unscheduled absence occurs within (2) hours prior to the end of a shift unless the Chief of the Department, or the acting Chief determines that a replacement is necessary for the absent employee.

F. As soon as practicable after March 1, 2001, there shall be an Emergency Medical Services Coordinator responsible for the administrative functions pertaining to rescue services. This shall be an additional duty to be compensated at the overtime rate of pay at said coordinators rank, beyond the employees normal work schedule. Said payment of overtime shall not exceed four (4) hours in any given pay period, unless otherwise agreed to by the parties. The job description for this position shall be negotiated prior to the implementation of the position by Local 1589, IAFF and the Director of Public Safety, in concert with the Fire Chief. The EMS coordinators position shall not supersede the shift Captains', or the Chief of the Department's authority at any time. All training shall be coordinated with the shift Captains.

The EMS coordinator will submit a weekly report on Monday morning, which will outline the activities done in the past week, and the hours spent in that position for that week. All proposals for training, purchases, and operating procedures shall be submitted to the Chief of the Department for his approval or disapproval prior to implementation. The Chief of the Department will review and approve or reject all submissions. There will be a monthly review and evaluation between the Chief of the Department and the EMS coordinator in regards to the objectives of said position. The review shall also include a review of the prior months activities and the activities for the next month.

G. Effective July 1, 2016 the Town will institute four collateral duty positions to uniformed members of Narragansett Firefighters Local 1589. These duties shall be offered by seniority and follow the bid process outlined in Article V section 1. Each collateral duty shall receive a stipend of $750per year for basic duties performed during a members normally scheduled shift. This incentive shall be added to corresponding members weekly pay at a rate of $14.43 per week. Any work completed or training over and above a members normally scheduled 42 hours will be compensated according to overtime rules outlined in Article III section 6A. The four positions negotiated are as follows:

Training Officer
Hazardous Materials Officer
Safety Officer
Apparatus Maintenance Officer

Descriptions of the responsibilities associated with these collateral duties are attached as exhibit C, D, E, and F. Any changes made to the positions, titles, or scope of work performed shall be mutually agreed upon between the parties for said change to take effect.

Section 16. Civic Details

All special details which by State Law or Town Ordinance require the presence of a fire fighter shall be performed by permanent uniformed employees of the Narragansett Fire Department. Non-permanent employees (call persons) shall not be used unless there are no permanent uniformed employees available. Detail pay shall be at the rate of time and one-half the employee's straight time rate of pay as a permanent uniformed employee, except in those cases which are details for a bona fide charitable (non-profit) organization, in which case the rate of pay shall be the pay applicable to call persons.

Section 17. Legal Assistance And Indemnification

In the event any employee covered by this Agreement is sued in any civil proceedings as a result of actions performed by said employee in the performance of his/her duty as an employee of the Narragansett Fire Department, the Town of Narragansett agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceedings. This Section shall not apply to conduct of any employee which is willful, deliberate or beyond the scope of his/her employment.

Section 18. Reimbursement Of Pay And Medical Expenses

In any case where an employee covered by this Agreement receives any payment of Workmen's Compensation Benefits and receives from the Town sick pay benefits at the same time, he/she shall reimburse the Town in the amount of such Workmen's Compensation Benefits. Each employee covered by this Agreement agrees that in the event of injuries suffered while in the employ of another employer, he/she shall use the medical insurance coverage of such employer, if any, before using the medical insurance coverage provided by the Town of Narragansett.

Section 19. Hearing Examination

The Town of Narragansett hereby agrees to allow all employees on the Department to have an initial medical examination pertaining to their hearing. After said initial examination, each employee shall be retested each calendar year, the Town paying the full cost thereof.

Section 20. Military Leave

A. Any regular employee who is called into active service in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years or the duration of the emergency, whichever is longer. Upon termination of such service he/she will be re-employed at the rate of pay prevailing for work which he/she is assigned to at the time of his/her reemployment, provided, however, that he/she has not been dishonorably discharged, he/she is physically, mentally and emotionally able to perform such work, and he/she makes written application for rein statement within ninety (90) days after discharge.

B. Any employee required to be absent from work because of Armed Forces training or service shall receive the difference in pay for work time missed between his/her regular rate of pay and the pay received for such Armed Forces service. This shall be computed as the difference between the regular rate of pay and the Armed Forces base pay as determined on a week for week basis; i.e., the total base pay received from the Armed Forces for the entire period subtracted from the pay received, but not earned from the Town. Daily adjustments shall not be made. Proof of required service and of pay received may be requested by the Director.

ARTICLE IV

Section 1. Salaries

A. Salaries for employees in the Narragansett Fire Department shall be as follows:

Effective July 1, 2016 the Fire Prevention Captain's salary shall be adjusted to 10% above that of a line captain.

Effective July 1, 2016 all members base salary shall be increased by 2%

	Weekly
Fire Prevention Officer/Captain	$1421.26
Captains	$1292.05
Lieutenants	$1153.68
Privates	$1048.72
Probationary Privates (First Year)	$826.81
Secretary of the Department	$758.27
Secretary of the Department (First 6 Months)	$656.17

Effective July 1, 2017 all members base salary shall be increased by 2%

	Weekly
Fire Prevention Officer/Captain	$1449.69
Captains	$1317.89
Lieutenants	$1176.75
Privates	$1069.69
Probationary Privates (First Year)	$843.35
Secretary of the Department	$773.44
Secretary of the Department (First 6 Months)	$669.29

Effective July 1, 2018 all members base salary shall be increased by 2%

	Weekly
Fire Prevention Officer/Captain	$1478.68
Captains	$1344.25
Lieutenants	$1200.29
Privates	$1091.09
Probationary Privates (First Year)	$860.22
Secretary of the Department	$788.91
Secretary of the Department (First 6 Months)	$682.68

Effective June 30th 2019 all members base salary shall be increased by 0.5%

	Weekly
Fire Prevention Officer/Captain	$1486.07
Captains	$1350.97
Lieutenants	$1206.29
Privates	$1096.55
Probationary Privates (First Year)	$864.52
Secretary of the Department	$792.85
Secretary of the Department (First 6 Months)	$686.09

The following definitions shall be applicable throughout this contract for determining rates of pay:

1. Weekly base salary - the starting point to be used for determining all calculations in regards to rate of pay, defined as "salaries" in Article IV Section 1.
2. Straight time rate of pay - as determined by the USDOL (weekly base salary + incentive + longevity \ 42 hours = straight time rate of pay)
3. Regular rate of pay - as determined by USDOL (weekly base salary + incentive + longevity = regular rate of pay)

B. Longevity shall be for all permanent employees of the Narragansett Fire Department who have more than three (3) years of service with the Department. They shall receive longevity at the increment rates prescribed in the Longevity Table. The Weekly Longevity Increment is a percentage of weekly base salary. Longevity Pay shall be added to their weekly base salary up to a maximum of thirty (30) years. The Longevity Table is as follows:

Years of Service Completed	Weekly Longevity Increment	Years of Service Completed	Weekly Longevity Increment
3	1.0%	17	8.0%
4	1.5%	18	8.5%
5	2.0%	19	9.0%
6	2.5%	20	9.5%
7	3.0%	21	10.0%
8	3.5%	22	10.5%
9	4.0%	23	11.0%
10	4.5%	24	11.5%
11	5.0%	25	12.0%
12	5.5%	26	12.5%
13	6.0%	27	13.0%
14	6.5%	28	13.5%
15	7.0%	29	14.0%
16	7.5%	30	14.5%

C. Narragansett Fire Fighters who have attained and continue to maintain the Rhode Island State EMT-C Certification shall receive an additional five (5%) percent added to their weekly salary.

D. Effective July 1, 2008 the senior employee assigned to rescue shall be the officer in charge and shall receive an additional fourteen (14) dollars for each day and fifteen (15) dollars for each night, in addition, the employee assigned to drive the rescue shall receive an additional ten (10) dollars for each day and eleven (11) dollars for each night.

Section 2. Pension

A. The Town of Narragansett shall provide a pension under Chapter CCCLIII of the Town Ordinances as enacted on August 29, 1977 for all employees covered by this Agreement; the benefits of which are set forth in said Ordinance as of the date of enactment, except as the same may be hereinafter amended.

B. All employees covered by this Agreement shall pay eight (8%)percent of their regular rate of pay as a contribution to the pension plan referred to in Paragraph "A".

Effective the first full pay period of July, 2005, all employees covered by this Agreement shall contribute eight and a half (8.5%) percent of their regular rate of pay (regular pay rate = weekly base salary + incentive + longevity) and holiday pay as a contribution to the pension plan referred to in Paragraph "A". The pension ordinance will be amended to include these calculations for the employee. For example, if an employee were to receive during a calendar year a salary (Salary + incentive + longevity) of $10,000.00, Holiday pay of $1000.00 than his/her total computation for pension purposes for that calendar year would be $11,000.00. The employee's contribution to the pension fund would be 8.5% of $11,000.00, or $935.00.

Effective October 2, 2010 all employees covered by this Agreement shall contribute nine (9%) percent of their regular rate of pay (regular pay rate = weekly base salary + incentive + longevity) and holiday pay as a contribution to the pension plan referred to in Paragraph "A". The pension ordinance will be amended to include these calculations for the employee.

Effective December 1, 2011 all employees covered by this Agreement shall contribute nine and one-half (9.5%) percent of their regular rate of pay (regular pay rate = weekly base salary + incentive + longevity) and holiday pay as a contribution to the pension plan referred to in Paragraph "A". The pension ordinance will be amended to include these calculations for the employee.

Effective January 1, 2013 all employees covered by this Agreement shall contribute ten (10%) percent of their regular rate of pay (regular pay rate = weekly base salary + incentive + longevity) and holiday pay as a contribution to the pension plan referred to in Paragraph "A". The pension ordinance will be amended to include these calculations for the employee.

Effective July 1, 2014 all employees covered by this Agreement shall contribute ten and one-half (10.5%) percent of their regular rate of pay (regular pay rate = weekly base salary + incentive + longevity) and holiday pay as a contribution to the pension plan referred to in Paragraph "A". The pension ordinance will be amended to include these calculations for the employee.

Effective July 1, 2015 all employees covered by this Agreement shall contribute eleven (11%) percent of their regular rate of pay (regular pay rate = weekly base salary + incentive + longevity) and holiday pay as a contribution to the pension plan referred to in Paragraph "A". The pension ordinance will be amended to include these calculations for the employee.

C. Town Ordinance CCCLIII will be amended by allowing Narragansett Fire Fighters to retire after the completion of twenty-five (25) years of service, regardless of age. Effective on July 1, 1991 Town Ordinance CCCLIII will be amended by allowing Narragansett Fire Fighters to retire after the completion of twenty (20) years of service, regardless of age.

D. Town Ordinance CCCLIII will be further amended so as to provide the same disability retirement benefits for occupational causes as is currently provided for municipal workers (Section 8,a, ii of Chapter CCCLIII).

E. Effective July 1, 2002 all employees who retire on or after July 1, 2002 will receive a cost of living allowance. The Town of Narragansett Ordinance CCCLIII will be amended to provide a cost of living allowance (COLA) as follows:

Upon attainment of age 52, a retiree who retires on or after July 1, 2002 will upon July 1st of that year, receive a COLA equal to a three percent (3%) increase over the prior years pension.

For example, a qualified retiree, upon retirement receives a pension stipend of $10,000.00. On July 1st of the year of age attainment, this stipend would be increased to $10,300.00. On the next July 1st it would increase to $10,609.00 and on the next July 1st to $10,927.27 and so on.

The first payment shall be made upon July 1st of the year in which a qualified retiree attains the age of 52 and shall be paid in a similar manner in each subsequent anniversary.

Effective July 1, 2013, the cost of living allowance will be suspended for eight (8) years ending June 30, 2021.

Effective July 1, 2015 the COLA for employees hired before July 1, 2013 shall be a three (3%) percent simple COLA.

F. The Town of Narragansett shall provide and pay for a group term life insurance policy in the amount of Twenty Five Thousand Dollars ($25,000.00) on the life of each employee covered by this Agreement, which policy shall be part of the pension plan covering employees of the Narragansett Fire Department.

Effective July 1, 1995 the Town of Narragansett shall provide and pay for a group term life insurance policy in the amount of Fifty Thousand Dollars ($50,000.00) on the life of each employee covered by this Agreement, which policy shall be part of the pension plan covering employees of the Narragansett Fire Department.

G. Employees covered under this agreement shall have the option to buy back, subject to the existing rules and requirements, one (1) to four (4) years of active military service served with an honorable discharge. Said military time shall be consecutive and shall be verified by the submission of the employees DD214 form.

H. Effective retroactively to the First full Pay Period in July 2004, Holiday pay, sick leave buy-back pay, and compensation leave buy-back pay will be recalculated and adjusted to reflect the correct manner of calculations as provided for by the USDOL (regular rate of pay = weekly base salary + incentive + longevity). The members will not be required to contribute any additional funds to the pension plan for the adjustments for the first full pay period of July, 2004 through the first full pay period of July, 2005.

For example, an employee will have his/her incentive and longevity for the period of the first full pay period after July 1,2004 through the first full pay period after July 1,2005 included into their annual base salary for the same time period and divided by 52 weeks to determine their weekly base salary. This weekly base salary will then be divided by the number of hours that the employee is contractually scheduled to work in a week to determine their straight time rate of pay. This rate will then be multiplied by the holiday hours, sick leave buyback pay, and compensation leave buy-back pay credited to that employee for that same period. The rate the employee was originally paid during that period for Holiday pay, sick leave buy-back pay, and compensation leave buy-back pay will then be subtracted from this corrected amount and the employee will receive the difference.

I. Members of Local 1589 who have retired since February 1,2000, will have their pension annuity recalculated to reflect the correct manner of calculation as provided for by the USDOL (regular rate of pay = weekly base salary + incentive + longevity). The pension ordinance will be amended to reflect this correction for the employee. For example, a qualified retiree had received an additional $500.00 for incentive and $500.00 for longevity after the first full pay period of February 1,2000 and prior to his/her final date of retirement. This $1000.00 will now be factored into the retirees' calculations for pension purposes.

J. Effective July 1st, 2004, Holiday pay will be included when calculating an employee's pension benefit. The pension ordinance will be amended to include these calculations for the employee.

For example, if an employee were to receive during a calendar year a salary (Salary + incentive + longevity) of $10,000.00, Holiday pay of $1000.00 than his/her total computation for pension purposes for that calendar year would be $11,000.00.

K. All firefighters hired on or after July 1, 2013 will be allowed to retire after the completion of twenty-five (25) years of service, regardless of age. The Town pension ordinance will be amended to calculate the pension accrual rate for years of service for Narragansett Firefighters hired on or after July 1, 2013 at two (2%) per year and shall also be amended to provide that the COLA shall be a three (3%) percent simple COLA.

L. Any severance pay due to a retiring fire fighter under the CBA such as sick accrual, vacation accrual, etc. shall be paid according to the provision set forth in the current collective bargaining agreement regardless of when the fire fighter elects to retire.

M. All employees planning to retire will provide the Fire Chief with three months notice when possible. Failure to comply with this request shall not result in any punitive action.

ARTICLE V

Section 1. Bid System

A. Effective the first (1st) Monday after January 1, 1989, all present positions on the Narragansett Fire Department shall be bid for by qualified employees except for the position of Fire Prevention and Secretary. The bid shall be held in each rank with seniority in each rank being the deciding factor and shall be completed by the first (1st) Monday after January 1ST

Each member of the Fire Department is locked into his respective group, station or division until such time as a vacancy occurs of equal rank, in which case a notice shall be posted notifying all concerned parties of the date, time and place of the upcoming bid. When a member is awarded an assignment due to the bid, his/her position immediately becomes open and will be filled by the same system during the same bidding session. Once a position is reached that no one bids for, the position is filled by the employee with the least amount of seniority (which shall include Probationary employees).

In addition to the vacancy bid, an annual bid shall be held during the first week of November each year for re-bidding of all positions. These transfers would go into effect the first (1st) Monday after January 1. When the bidding session is completed, the union shall within forty-eight (48) hours give to the Chief of the Department in writing a list of any and all transfers to be made. The Chief shall within fifteen (15) days of receipt of the list put the transfers into effect.

In the event the Town of Narragansett or the Chief of the Fire Department deems it necessary to permanently relocate any of the fire apparatus, it shall be decided by Local 1589 through the bid system, which members of the Fire Department shall fill any and all vacancies that arise. Once all the bidding in any case is completed and the transfers have been made, the officer in charge of each truck shall rotate the personnel assigned to that piece, to the different positions on that piece of apparatus, etc. Temporary positions or assignments on the rescue truck or other apparatus within a group shall be filled by seniority choice.

B. There shall be no less than one (1) Captain on each Platoon. There shall be no less than three (3) Lieutenants on each Platoon. There shall be no less than one (1) Fire Fighter EMT-C on each Platoon.

C. The Chief or his/her designee shall have the right to attend all bid sessions.

Section 2. Testing Of Aerial Devices

All aerial devices in the Narragansett Fire Department shall, on a yearly basis, be inspected and tested for structural integrity and safety through non-destructive test methods such as Ultrasonic and Magnaflux Testing by an independent testing company other than the original manufacturers. A copy of such test results shall be supplied to Local 1589.

ARTICLE VI

Section 1. Grievance Procedure

Alleged grievances of the members of Local 1589, International Association of Fire Fighters, AFL-CIO-CLC, in respect to wages, rates of pay, working conditions or other terms or conditions of employment arising under this contract or in connection with the interpretation thereof, or disciplinary action shall be handled in accordance with the following grievance procedure:

An individual having a grievance shall take the matter up with the Chief or Acting Chief of the Fire Department within ten (10) days of the employee's knowledge of said grievance. If the matter is not settled within five (5) working days of the Chief or Acting Chief, then the employee shall, in writing, bring such grievance to the attention of the Executive Committee of Local 1589. 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, through the President of Local 1589, bring the grievance to the attention of the Town Manager, in writing, who shall hold a hearing within fifteen (15) working days of the receipt of the written notice and shall render a decision thereon within ten (10) working days of the conclusion of the hearing.

The grievant and his/her representatives shall be entitled to appear in person at the grievant's expense. If the grievant is not satisfied with the decision of the Town Manager then said grievance may be brought to the attention of the Personnel Board of Appeals, in writing, and the Personnel Board of Appeals shall hold a hearing within fifteen (15) working days of receipt of written notice or at such time as a quorum can be obtained and shall render a decision thereon within ten (10) days of the conclusion of hearings. The grievant and his/her representatives shall be entitled to appear in person at the grievant's expense.

Either party, if dissatisfied with the decision of the Personnel Board of Appeals, may request that the grievance be processed to arbitration by a committee composed in the following manner: one person selected by the President of Local 1589; one person selected by the President of the Town Council. Both of the above selections shall be made within ten (10) days after receipt by the President of the Town Council of said written grievance. The two (2) members so selected shall, within ten (10) days thereafter, select a third disinterested person. If agreement cannot be reached on the third member within said ten (10) day period, then either Local 1589 or the Town of Narragansett, through the President of the Town Council, shall request the assignment of an arbitrator by the American Arbitration Association who shall act as the third member of the Arbitration Committee.

All costs and expenses of arbitration shall be shared equally by the parties hereto. In all cases involving a grievance which is submitted to the Arbitration Committee before referred to, the individual or individuals having the grievance shall be required to attend and present his grievance. Such individual or individuals shall further be entitled to be represented by legal counsel of his/her or their own choosing. The Arbitration Committee shall conclude its hearings and render its decision within thirty (30) days of the date of appointment of the third arbitrator. Any decision handed down by a majority of the Arbitration Committee shall be final and binding on the parties hereto.

The Arbitration Committee shall have no right to recommend amending, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall only consider in making a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other grievance not so submitted to them. In addition to the foregoing procedure:

Local 1589 shall have the right to present a grievance on behalf of any employee covered by this Agreement, or on its own behalf, for any alleged violation of any of the terms, conditions or provisions of this Agreement. In any case where a grievance is brought by Local 1589, it shall be presented, in writing, to the Chief or Acting Chief of the Fire Department within thirty (30) days from the date of the occurrence of said alleged grievance. The Chief or Acting Chief of the Fire Department shall meet with the President and Executive Committee of Local 1589 within five (5) working days of the receipt of such notice of an alleged grievance.

In any case where a grievance is brought by Local 1589 directly to the Chief of the Fire Department, the procedure as herein before outlined with respect to individual grievances shall apply.

ARTICLE VII

Section 1. No Strike Clause

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedure herein before set forth, Local 1589, for itself and for all employees covered by this agreement, shall have it know that it agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any unauthorized work stoppage, slowdown or strike shall take place, it will immediately notify such employee or employees so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

Any employee engaging in any work stoppage, slowdown or strike shall be subject to immediate dismissal by the Town of Narragansett without any right to any of the benefits provided for under this Agreement.

ARTICLE VIII

Section 1. Duration Of Agreement

This agreement shall be for the term beginning July 1, 2016 and ending on June 30, 2019.

Section 2. Continuation Of Agreement

In the event a new contract is not executed prior to the expiration of the agreement, this agreement and all of its terms and conditions shall remain in full force and effect for a period of one (1) year at which time said Contract shall terminate and become no effect; provided however, that the foregoing shall not prohibit any provision in a new Contract from being retroactive to the first day of July 2019.

IN WITNESS WHEREOF, The Town of Narragansett has caused this Agreement to be executed and its Corporation Seal to be affixed by Matthew Mannix, its Council President, thereunto duly authorized by the Town Council of the Town of Narragansett as of this day and year first above written, and Local 1589, International Association of Fire Fighters, AFL-CIO-CLC, has caused this Agreement to be signed by, J. Ryan Navakauskas its President, there unto duly authorized as of the day and year first above written.

In the presence of:

LOCAL 1589, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL - CIO - CLC

By Union President

TOWN OF NARRAGANSETT, RI

Council President

Town Solicitor

Town Manager

Exhibit A:

Exhibit A

Understanding Your Benefits

$2,000/$4,000 High Deductible Health Plan HSA Qualifying

- ***Deductibles***
  You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:
  - $2,000 per individual plan; $4,000 per family plan in network
  - $4,000 per individual plan; $8,000 per family plan out of network
  - The deductible has an aggregate calculation which means that all deductible amounts paid count toward the family deductible amount, one or all can meet it.
- ***Out-of-pocket Limits***
  The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).
  - $2,000 per individual plan; $4,000 per family plan in network
  - $4,000 per individual plan; $8,000 per family plan out of network
  - The out-of-pocket Limit has a hybrid calculation which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket amount.
- ***Please note:***
  The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Preventive Care • Adult preventive care • Child preventive care • Immunizations • Preventive lab, X-ray, and imaging	$0 per visit	40% per visit after deductible
Primary Care Office Visits • Adult primary care • Adult gynecological exam • Pediatric primary care	0% per visit after deductible	40% per visit after deductible
Specialist Office Visits • Specialty care • Chiropractic (limit 12 visits per year) • Routine eye exam (limit 1 visit per year)	0% per visit after deductible	40% per visit after deductible
Outpatient Services • Diagnostic lab, x-ray, and imaging • Medical/surgical care • High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies	0% per visit after deductible	40% per visit after deductible
Inpatient Services • Hospitalization • Maternity • Mental Health • Chemical dependency • Rehabilitation (limit 45 days per year)	0% per visit after deductible	40% per visit after deductible
Hospital Emergency Services	0% per visit after deductible	0% per visit after deductible
Urgent Care	0% per visit after deductible	0% per visit after deductible

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continued

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Telemedicine Visits	0% per visit after deductible	Not Covered
Retail Based Clinic Visits	0% per visit after deductible	40% per visit after deductible
Ambulance ▪ Ground	0% per occurrence after deductible	0% per occurrence after deductible
▪ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
Durable Medical Equipment	0% per service/device after deductible	40% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year) ▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	0% per visit after deductible	40% per visit after deductible
Prescription Drugs	0% after deductible	Not covered

Exhibit B:

Fire table for vacation accrual and schedule posting						
				"Vacation list"		
Service Time	Months	Earn days/yr	Earn days/month	Posting Schedule Jan 1		
0-1 yr	1-12	12	1.00	0		
1-4 yr	13-48	12	1.00	12		
5-9 yr	49-108	15	1.25	15		
10-15 yr	109-180	18	1.50	18		
16 yr	181-192	19	1.58	19		
17 yr	193-204	20	1.67	20		
18 yr	205-216	21	1.75	21		
19 yr	217-228	22	1.83	22		
20 yr	229-240	23	1.92	23		
21 yr	241-252	24	2.00	24		
22 yrs and over	253 and over	25	2.08	25		

Illustration A: Start date is February 10, 2015. An employee will earn, and finance will post, 1 vacation day on March 10, 2015 (applicable pay period) and continue to post in accordance with the corresponding months of service. This employee at January 1, 2016 would not have completed one year of service and as such no vacation will appear on the "vacation List" to schedule. However, the employee would have earned 10 days as of December 10, 2015. The first vacation to schedule "vacation list" is the list posted on January 1 2017 which will show 12 days. Conclusion - Employees will earn on a monthly basis but may not be posted for scheduling until the completion of a full year. If the employee leaves the service of the town all earned but unused vacation, as recorded in the finance office, will be paid out. If the balance is in the negative, the employee will refund the Town for the used but unearned time.

Exhibit C:

Collateral Position Description
TRAINING OFFICER

General Purpose:

The primary responsibility of the Training Officer is to work with the Fire Chief to assure the safe and efficient coordination, direction, planning and support of all department training programs and to assist with the delivery of such to the personnel of the Narragansett Fire Department.

Supervision Received:

For day-to-day training operations, works under the supervision of the Fire Chief. At an incident, works under the general guidance and direction of the Incident Commander as the officer of his/her assigned apparatus.

Supervision Exercised:

Supervises all personnel assigned to him/her that assist with training of department personnel.

Essential Duties and Responsibilities:

- It shall be the duty of the Training Officer to work directly with the Fire Chief to perform, conduct, and /or schedule the training of all new employees, as well as provide for continual and ongoing training to current employees in fire suppression, hazardous materials, and any and all other special services education and training as required and/or recommended by the NFPA, ISO and department policies.
- The Training Officer will work in conjunction with the Fire Chief towards ensuring personnel are trained appropriately in order to effectively, efficiently, and safely execute all responsibilities consistent with the department's standard operating guidelines, policies, and emergency services delivery.

The Training Officer members shall be involved with and carry out the following:

- The daily functions of training within the department
- The planning and delivery of firefighter recruit training program
- Utilize the department's available training software and records management system to prepare, update, and disseminate lesson plans and evaluates those plans
- Schedule instructional sessions to make sure specific training topics are delivered according to department policy
- Prepares other instructional materials and training as necessary
- Evaluate and promote consistency and effectiveness of training practices throughout the department
- May serve as the Fire Department representative on local, regional and/or provincial training organizations as approved by the Chief of the Department
- Considers additional training duties as requested by other firefighters

Peripheral Duties:

- Upon approval of the Chief of the Department may attend training conferences and training meetings to keep abreast of current trends in the field
- Represents the Fire Department at all local, state and other meetings as directed by the Fire Chief

Qualifications:

Preferred -
The Training Officer be a current NFPA 1521 - Fire Department Safety Officer or become a NFPA 1521 - Fire Department Safety Officer by taking the next mutually agreed upon available classes.

Minimum -
The Training Officer must be a current NFPA 1041- Fire Department Instructor and NFPA 1403 - Live Fire Training Evolutions instructor or must become a NFPA 1041 and NFPA 1403 instructor by taking the next mutually agreed upon available classes.

ICS 100, 200 and 300

It is also mutually agreed upon between the Town and local 1589, that these job descriptions will not take precedence over the current CBA.

Exhibit D:

Collateral Position Description
HAZARDOUS MATERIALS (HAZ-MAT) OFFICER

General Purpose:

The Haz-Mat Officer is responsible for managing the Haz-Mat function and operations of the fire department. Will design and oversee a program to regulate and enforce federal, state, and local laws, ordinances, and regulations pertaining to hazardous materials.

Supervision Received:

For day-to-day operations, works under the supervision of the Fire Chief. At an incident, works under the general guidance and direction of the Incident Commander.

Supervision Exercised:

Assists with coordinating all Haz-Mat Operations within the guidelines of the Incident Command System (ICS), as well as Haz-Mat trainings either directly or through other subordinate officers or personnel. Collaborates directly with fire department's Training Officer in designing and recommending applicable training.

Essential Duties and Responsibilities:

- Serves as the Narragansett representative to the Regional Haz-Mat Team.
- Works with the department's Fire Marshal and Inspectors to coordinate hazardous materials enforcement and response to insure efficient and effective programs.
- Utilizes the department's available record management software to track and categorize locations of hazardous materials.
- Coordinates with our Local Emergency Planning Council - LEPC representative with tracking and reporting of Tire II chemical inventories throughout our community.
- Develops and implements policies and procedures to insure compliance with medical surveillance, safety, equipment, training and operations for Haz-Mat emergency response operations.
- Represents the department on matters related to hazardous materials regulations, enforcement, and emergency response operations.
- Coordinates the activities of personnel responding to Haz-Mat incidents.
- Determines Haz-Mat organizational needs and logistical needs for the department.
- Provides accountability, maintenance, and minor repairs for all of the department's Haz-Mat equipment.
- Recommends acquisition of new equipment needed for Haz-Mat response.
- Develops plans aimed at preparing for, responding to, identifying and operating at a weapons of mass destruction (WMD) incident.
- Liaison between the Narragansett Fire Department and the Regional Haz-Mat Team.

Peripheral Duties:

- Upon approval from the Chief of the Department may attend training conferences and training meetings to keep abreast of current trends in the field.
- Represents the Fire Department at all local, state and other meetings as directed by the Fire Chief.

Qualifications:

Preferred -
The Hazardous Materials Officer be a current NFPA 1521 - Fire Department Safety Officer or become a NFPA 1521 - Fire Department Safety Office and NFPA 1041 - Fire Department Instructor or become both NFPA 1521 / NFPA 1041 by taking the next mutually agreed upon available classes.

Minimum -
Haz-Mat Operations certified or higher to NFPA 472 - *Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents.*
ICS 100, 200 and 300
ICS for Hazardous Material Incidents or must attain by taking the next mutually agreed upon available classes.
Knowledge of utilizing CAMEO (Computer-Aided Management of Emergency Operations) software suite.

It is also mutually agreed upon between the Town and local 1589, that these job descriptions will not take precedence over the current CBA.

Exhibit E:

Collateral Position Description
HEALTH & SAFETY OFFICER

General Purpose:

The Health and Safety Officer (HSO) is the member of the fire department assigned and authorized by the Chief of the Department as the manager of the Occupational Safety and Health program, a program which is mutually agreed to between the department and Local 1589.

Supervision Received:

The HSO shall report directly to the Fire Chief or designated representative. HSO works under the general guidance and direction of the Chief of the Department. At an incident, works under general guidance and direction of the Incident Commander.

Supervision Exercised:

The HSO has the authority to administer the department's health and safety program. Shall supervise all firefighters and officers positions within the Incident Command System when appointed as Incident Safety Officer (ISO) during an emergency incident, training evolution, or other departmental activity. The Fire Chief shall make available such additional safety officers and resources as required to fulfill the requirements of the occupational safety and health program.

Essential Duties and Responsibilities:

- The HSO shall be responsible for the administration and management of the occupational safety and health program.
- Supervise the fire department Occupational Safety and Health Committee, Incident Safety Officers and function as the Fire and Emergency Service Liaison to the Town of Narragansett Wellness / Safety Committee.
- Conduct research, develop recommendations, and study and review matters pertaining to occupational safety and health within the fire department.
- Assists in development and implementation of department health and safety programs, policies and procedures for various departmental operations regarding incidents operations, routine fire department operations and training.
- Assists in the planning and implementation of Fire, Rescue, Hazardous Materials and EMS training programs for the Department in order to better carry out the policies and goals of the Department as it applies to health and safety.

Other Duties and Responsibilities may include:

- Performing risk management assessments
- Work towards ensuring applicable laws, codes and standards are followed
- Ensure all fire department personnel receive training and other related education to this policy
- Development of accident prevention policies, accident investigations, procedures and review
- Maintains records and data analysis concerning all health and safety practices.
- The HSO will also ensure guidelines and procedures will be in place and administered for safe practices while working with fire apparatus and equipment, fire department facilities, health and fitness programs, infectious control, Critical Incident Stress Debriefings and post incident analysis.

Peripheral Duties:

- Upon approval of the Chief of the Department may attend training conferences and training meetings to keep abreast of current trends in the field.
- Represent the Fire Department in a variety of local, county, and state meetings.

Qualifications:

The Health and Safety Officer must meet the qualifications defined in NFPA 1521 - *Standard for Fire Department Safety Officer Professional Qualifications* or become a qualified NFPA 1521 - Fire Department Safety Officer by taking the next mutually agreed upon available classes.

ICS 100, 200 and 300

It is also mutually agreed upon between the Town and local 1589, that these job descriptions will not take precedence over the current CBA.

Exhibit F:

Collateral Position Description
Apparatus Maintenance Coordinator

General Purpose:

The Apparatus Maintenance Coordinator is responsible for planning and coordinating general maintenance and repair programs for all fire department apparatus to ensure the proper and safe operation of vehicles, their machinery and equipment.

Supervision Received:

Shall work under the general guidance and direction of the Chief of the Department.

Supervision Exercised:

Shall supervise all personnel assigned to him/her that assist with the on-going maintenance and repairs of the fire department's apparatus.

Essential Duties and Responsibilities: The list of essential duties and responsibilities, as outlined herein, is intended to be representative of the tasks performed within this classification. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Coordinates a regular vehicle and/or equipment maintenance program and establishes repair priorities
- Maintains computerized databases and manual logs on maintenance schedules, repairs, problems with fire apparatus
- Coordinates limited qualified repairs and preventative maintenance to vehicles and applicable rescue equipment, tools, and appliances
- Notifies appropriate personnel of preventative maintenance schedules for vehicles and equipment
- Prepares related paperwork and ensures delivery of vehicles to town's fleet maintenance division or other designated repair facilities
- Coordinates annual tests for fire apparatus and equipment to include: fire pump testing, hose testing, aerial and ground ladder testing
- Records and maintains test results; and performs other duties of a similar nature or level.
- Prepares a variety of fire apparatus standards and reports
- Assists the Fire Chief in preparing cost estimates and detailed material specifications; makes recommendations on the purchase, allocation and disposal of the department's apparatus and other vehicles, machinery, equipment, parts and supplies
- Plans and schedules training on new apparatus and/or specialized maintenance and repair techniques and assists in obtaining collision/repair estimates for insurance purposes
- May assist the Fire Chief with other apparatus and equipment related research

Peripheral Duties:

- Upon approval of the Chief of the Department may attend training conferences and training meetings to keep abreast of current trends in the field.
- Represents the Fire Department in a variety of local, county, and state meetings

Qualifications:

Preferred -
The Apparatus Maintenance Coordinator be a current NFPA 1521 - Fire Department Safety Officer and NFPA 1041 - Fire Department Instructor or become both NFPA 1521 / NFPA 1041 by taking the next mutually agreed upon available class.

Minimum -
Have an understanding and be familiar with the applicable NFPA Standards:

- NFPA 1500 - Chapter 6 *Fire Apparatus, Equipment, and Drivers/Operators*
- NFPA 1901 - *Standard for Automotive Fire Apparatus*
- NFPA 1925 - *Standard on Marine Fire-Fighting Vessels*
- NFPA 1912 - *Standard for Fire Apparatus Refurbishing*
- NFPA 1911 - *Standard for Inspection, Maintenance, Testing, and Retirement of In Service Automotive Fire Apparatus*
- NFPA 1961 - *Standard on Fire Hose*
- NFPA 1962 - *Standard for the Inspection, Care, and Use of Fire Hose, Couplings, and Nozzles and Service Testing for Fire Hose*
- NFPA 1936 - *Standard on Powered Rescue Tools*

It is also mutually agreed upon between the Town and local 1589, that these job descriptions will not take precedence over the current CBA.