

AGREEMENT

BY AND BETWEEN

**THE HOPKINS HILL FIRE DISTRICT
COVENTRY, RHODE ISLAND**

-and-

HOPKINS HILL FIRE FIGHTERS

**LOCAL 4824 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO**

SEPTEMBER 1, 2024, to AUGUST 31, 2026

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AGREEMENT

INTRODUCTION

SECTION 1 Pursuant to the provisions of Chapter 28-9.1 of the General Laws of the State of Rhode Island, 1956, as amended, entitled, "An Act to Provide for Settlement of Dispute Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Fire Department", this Agreement is made and entered into this day of September 1, 2021 by and between the Hopkins Hill Fire District (hereinafter referred to as "District") and Hopkins Hill Fire Fighters/ Dispatchers Local 4824, International Association of Fire Fighters, AFL-CIO, (hereinafter referred to as the "Union").

SECTION 2 District compliance with any and/or all provisions contained in this agreement shall be contingent on the allocation of sufficient funding which must be approved by the taxpayers of the Hopkins Hill Fire District at the annual District meeting and/or any special meetings of said District called for the purpose of approving such funding.

SECTION 3 The terms and conditions of this agreement shall be in effect for the period beginning September 1, 2021, and shall continue in full force through August 31, 2024.

ARTICLE 1- RECOGNITION

SECTION 1 RECOGNITION

The Hopkins Hill Fire District recognizes Hopkins Hill Firefighters Local 4824 as the sole and exclusive bargaining agent for all full-time employees excluding the position of Chief of the Fire Department, for the purpose of collective bargaining relative to wages, salaries, hours of employment and terms and conditions of employment. The rights of the Hopkins Hill Fire District shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

All references to an employee covered by this Agreement as well as use of the pronoun “he” are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

SECTION 2 UNION SECURITY

- A. Any member of the Fire Department who is a member of the Union as of the effective date of this Agreement, and any member of the Fire Department who becomes a member of the Union during the term of this Agreement, shall remain a member of the Union for the duration of this Agreement.
- B. The District agrees not to discharge or discriminate in any way against employees covered by this Agreement for union membership or activities, and shall permit the use of a bulletin board in the fire stations for the posting of notices concerning Union business and activities.

SECTION 3 DUES DEDUCTION

The District shall deduct Union dues upon receipt of authorization cards from members of the Union who desire to have the District deduct such dues. Deductions will be made from the payroll period mutually agreed to by the District and the Union, and the dues so deducted shall be forwarded to the Treasurer of the Union together with a list of employees for whom dues deductions are made.

SECTION 4 AGENCY SHOP

All members of the bargaining unit who have elected not to join the Union shall remit an agency fee to the Union in accordance with applicable law. This agency fee shall be deducted by the District from the earnings of non-members and be remitted to the Union in the same manner as Union dues.

The Union shall indemnify and hold the District and its officials harmless against any and all claims, legal proceedings, orders and judgments, including costs and reasonable legal fees, as a result of the District’s compliance with this Section.

SECTION - 5 TIME OFF WHILE PERFORMING UNION DUTIES

All employees covered by this Agreement who are officers of the Union, Local 4824 shall be allowed time off for official union business, with pay, and without the requirement to make up said time except that this provision for time off, with pay, shall not apply to more than two (2) members at one time.

In the case of any emergency, the Chief of the Department shall have the discretion to refuse the above leave. However, if any employee is denied such time off and a grievance result in a decision in favor of the employee, the District shall pay said employee full pay for the time lost. The Chief also has the right to grant additional leave if so desired.

ARTICLE - 2 - MANAGEMENT RIGHTS

SECTION - 1 Except as restricted by applicable law, the District shall have the exclusive right to supervise and control all full-time Employees, to establish and enforce rules and regulations deemed necessary to govern the operation of the fire department and the fire district provided that any rules and regulations enacted subsequent hereto shall not conflict with the provisions of this Agreement and the duly established past practices of the parties.

ARTICLE - 3 - FULL TIME EMPLOYEES DUTIES

SECTION 1. The duties of the full-time members of the Hopkins Hill Fire District, Local 4824 shall be consistent with municipal, state and federal law. Without limiting the generality of the foregoing, the duties of the members of the Hopkins Hill Fire District, Local 4824 shall consist of: the protection of life and property; the prevention, control and extinguishment of fire; the rendering of emergency medical services; the handling and containment of hazardous materials; the enforcement of all laws and regulations related to fire prevention and public health and safety; such other auxiliary and administrative functions as may be necessary or advisable for the public safety and welfare of the District's citizens.

SECTION 2. Details to Other Units

Members of the Hopkins Hill Fire District, Local 4824 whose duties are as defined in Article 3, Section 1, shall not be detailed to other Town Departments. The detail from one (1) unit to another within the Fire Department shall be the responsibility of the Chief of the Department (subject to the provisions of the Collective Bargaining Agreement).

ARTICLE - 4 - WORK SCHEDULE

SECTION 1. The normal hours of operation for members of the fire fighting/ rescue divisions shall consist of the period of time which begins at 0700 hours on Monday of each week and run continuously until 0700 hours the following Sunday inclusively. The regular work week for full time members covered under the collective bargaining agreement shall be a (42) forty-two-hour work week, eight (8) members shall work a (4) four platoon system consisting of (24) twenty- four hours on, followed by (24) twenty-four hours off, followed by (24) twenty-four hours on, followed by (5) five days off or (120) one hundred and twenty hours off.

SECTION 2. Members of the Fire dispatch shall work a (4) four platoon system consisting of (24) twenty-

four hours on, followed by (24) twenty-four hours off, followed by (24) twenty-four hours on, followed by (5) five days off or (120) one hundred and twenty hours off.

SECTION 3. The normal hours of operation for members of the firefighting/ rescue divisions shall consist of the period of time which begins at 0700 hours on Monday of each week and run continuously until 0700 hours the following Sunday inclusively.

SECTION 4. All members covered under the collective bargaining agreement shall be compensated for all hours worked in excess of their normal tour of duty at the rate of (1 ½) one and one half their normal hourly rate of pay.

SECTION 5. During the term of this agreement if any party desires to change or otherwise modify any established work schedule both parties (The District and Local 4824), shall agree to such change.

SECTION 6. Any employee effected by the agreed upon change in the work shift schedule shall be notified of such changes by the Fire Chief not less than forty-eight hours in advance whenever possible.

SECTION 7. No full-time employee shall be required to work more than forty-eight (48 Hrs) hours in any pay period because of a shift change without his/her consent.

ARTICLE -5 – HOLIDAYS

SECTION - 1 A full time employee shall be required to work normally scheduled work shifts that falls on any Holiday, They may request a vacation day, however denial of vacation request may occur to an employee making the request if employees up for the shift refuse, employees refusing the overtime will get a refusal in the overtime book.

SECTION - 2 Full-time employees who work their normally scheduled shift on an approved Holiday shall receive Holiday Bonus Pay in addition to their normal pay for that shift.

SECTION - 3 Holiday Pay , The Full-time employees shall be entitled to ten (10) hours straight time pay for holidays listed below.

SECTION - 4 The following Holidays shall be considered the approved holidays for which Holiday Pay shall be paid.

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Fourth of July

Victory Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Firefighters Memorial Sunday (the Sunday of Fire Prevention Week in October)

ARTICLE - 6 - VACATION LEAVE

SECTION - 1 Full-time employee shall be entitled to annual vacation leave, which shall be accumulated, used, or carried as vacation leave.

SECTION - 2 All Full-time employees shall accumulate vacation leave at the rate of ten (10) hours for each completed month of continual service to a maximum of one hundred twenty (120) hours annually.

SECTION - 3 Accumulate Vacation Leave at a rate of fifteen (15) hours per month after five (5) years of completed service not to exceed four hundred eighty (480) hours maximum.

SECTION - 4 The Fire Chief shall establish and maintain a record of the vacation leave account for all Full-time employees. This record shall accurately reflect the amount of vacation leave accumulated and used by each employee.

SECTION - 5 Vacation leave accumulated and not used during the year in which it was accumulated may be carried over from year to year to a maximum accumulation of four hundred eighty (480) hours.

SECTION – 6 Employees shall submit requests for vacation leave as far in advance as possible, but not less than five (5) days prior to the start date of a full week vacation leave request and not less than one (1) day for an individual vacation shift. The District shall make a sincere effort to accommodate all vacation leave request but may deny a vacation leave request if such leave would result in insufficient staffing or protection levels.

SECTION -7 Vacation leave request shall be granted by seniority (date of hire). Once a vacation request has been approved by the District, a more senior employee may not bump a junior employee from the approved vacation.

SECTION - 8 Only one (1) employee shall be granted vacation during any work week and the District may limit Vacation leave to two (2) consecutive work weeks at any one time.

SECTION - 9 In the event of emergency or other circumstances which may require all Full-time employees to be recalled to duty, the District may suspend all vacation leaves and order those employees to report to duty.

SECTION - 10 Full-time employees who voluntarily terminates their employment with the District and have completed at least one (1) year of continuous service prior to termination shall be paid all unused accumulated vacation leave to a maximum of four hundred eighty (480) hours. Such pay shall be based on the employee's hourly rate of pay at the time of termination.

SECTION - 11 Full-time employees qualified for retirement who chose to retire shall be compensated for unused accumulated vacation leave to a maximum of four hundred eighty (480) hours. Compensation for unused hours shall be based on the employee's hourly rate of pay at the time of application for retirement.

SECTION - 12 In the event a Full-time employee dies while still employed by the District, his/her estate shall be entitled to compensation for unused vacation leave accumulated by the employee to a maximum of four hundred eighty (480) hours. The District shall pay such compensation to the estate of the employee within thirty (30) days of the day of burial.

SECTION – 13 An employee that has incurred an injury on the job and their vacation hours accumulated over the maximum of four hundred eighty (480) hours shall be placed in "Compensation Leave". These hours will be calculated as hour for hour. Employees may request and be paid in ten (10) hour blocks or employee can use hours towards time off.

ARTICLE - 7 – PERSONAL DAYS

SECTION – 1 Each person shall receive (2) personal days per year beginning July 1, 2019. Personal Days must be used within that specific year ~~or be forfeited~~ they can not be carried over, any personal day left will be paid out at the end of the fiscal year. They will be 10-hour periods.

ARTICLE - 8 - SICK LEAVE

SECTION - 1 Full-time employee shall be entitled to accumulate sick leave which shall be reserved for use when an employee is incapacitated by illness or other non-job-related injury to a point where he/she is unable to perform the employee's assigned duties.

SECTION - 2 Full-time employees shall accumulate sick leave at the rate of fifteen (15) hours for each completed month of continual service to a maximum of one-hundred eighty (180) hours annually.

SECTION - 3 Sick leave hours accumulated and not used during the year in which it was accumulated may be carried over from year to year without accumulation limitations, for use by employees in the event of "long term" sickness or injury. Providing however, that the employee shall provide the District with proper documentation from his/her attending physician as required or requested and that such leave shall not extend beyond twenty- four (24) consecutive months, or conflict with any other provisions of this agreement.

SECTION - 4 The Fire Chief will establish and maintain a record of the sick leave account for all full-time employees. This record shall accurately reflect the amount of sick leave accumulated and used by each employee.

SECTION - 5 Sick leave extensions may be granted to employees who have used all of their accumulated sick leave and still require additional leave. Sick leave extensions will only be granted once the employee has exhausted all other leaves to include Vacation, Compensation, and Off Duty Response. Granted Sick Leave extensions will be no more than 48 hours per occurrence. All requests for sick leave

extensions shall be reviewed by the Fire Chief and the Personnel Board on a case by case basis, who may grant or deny such requests. Employees granted a sick leave extension shall be required to repay the District once the employee returns to work, repayment will include monthly Sick and Vacation Accruals until the Sick Time has a positive balance.

SECTION - 6 Any employee who shall be absent from duty due to illness shall notify the Fire Chief or his designee as far in advance as possible and preferably not less than one (1) hour prior to the start of the assigned work shift.

SECTION - 7 Verification of illness shall be required at the discretion of the Chief of the Department for all employees absent from work for a period of three (3) or more normal work shifts.

SECTION - 8 In the event a full-time employee dies while still employed by the District, his/her estate shall be entitled to compensation for any unused sick leave accumulated by the employee to a maximum of nine hundred sixty (960) hours. The District shall pay such compensation to the employee's estate within thirty (30) days of the day of burial.

SECTION – 9 Full-time employees qualified for retirement who chose to retire shall be compensated for (100) One-Hundred hours of unused accumulated sick time. Compensation for unused hours shall be based on the employee's hourly rate of pay at the time of application for retirement.

ARTICLE - 9- SUBSTITUTION

SECTION - 1 Full-time employee shall be permitted to substitute work shifts with other full-time employees only.

SECTION - 2 Substitution shall be allowed for a full shift or a short shift of less than four (4) hours provided such substitutions meet the requirements of this article, and do not adversely affect manpower or protection levels.

SECTION - 3 Requests for full shift substitutions and periods of more than four (4) hours must be submitted for approval not less than twenty-four (24) hours prior to the start of the affected shift for approval by the Fire Chief.

SECTION - 4 Substitution for short periods of more than one (1) hour but less than four (4) hours shall be permitted without prior authorization provided such substitution does not adversely affect manpower and protection levels and the employee requesting the substitution notifies the Fire Chief of such substitution.

SECTION - 5 All substitution requests shall contain the exact reason for the substitution and be signed by both the employee requesting the substitution and the employee agreeing to substitute.

SECTION - 6 The District shall not be responsible for compensating any employee for hours worked during substitution. Repayment of all time owed resulting from a substitution shall be the responsibility of the employees involved.

SECTION - 7 Substitutions of one (1) hour or less prior to or following the normal change of shift shall not require prior approval.

SECTION - 8 The District may prohibit substitution in the event of problems or disagreements relating to repayment of time owed.

ARTICLE - 10 - COMPENSATION LEAVE

SECTION - 1 Full-time employee shall be compensated with personal leave known as "comp-time" for District related duties performed, or mandatory attendance at educational classes as determined by the Fire Chief and the board of personnel.

SECTION - 2 Leave accumulations shall be calculated on one half-hour (1/2 Hr.) intervals to a maximum of one hundred twenty (120) hours per year.

SECTION - 3 Requests for "Comp-time" leave must be submitted to the Fire Chief in writing not less than forty-eight (48) hours prior to such leave and the Fire Chief shall approve or deny each request not less than twelve (12) hours prior to the start of the shift requested.

SECTION - 4 The Fire Chief may deny such leave requests if qualified fill-in replacements are not available, or in his opinion, granting such leave shall seriously affect the level of Fire/Rescue protection available to the District.

SECTION - 5 Any employee denied "Comp-time" leave for a specific work shift and, who subsequently is absent from that work shift shall be required to provide an affidavit attesting to the specific reason(s) and justification for such absence. Any and all cost incurred in obtaining the required affidavit shall be the responsibility of said employee.

SECTION - 6 Compensation leave can only be used in the form of time off from assigned work shift(s). Any compensation leave accumulated but not used during the fiscal year in which it was accumulated may be carried from year to year to a maximum accumulation of one hundred twenty

(120) hours per contract year.

SECTION – 7 Full-time employees shall be compensated with personal leave known as “comp-time”.

Comp- time is defined as follows:

- a.) Comp-time will accumulate at a rate of hour for hour worked for banking purpose. This includes but not limited to District related duties, mandatory attendance at classes as determined by the Fire Chief and the board of personnel.
- b.) The employee has the right not to bank comp-time and take same at time and one half.
- c.) Full-time employees that respond OFF DUTY will be compensated with comp-time accumulated at time and one half for banking purposes and paid in ten (10) hour blocks or employee can use towards time off. The Chief will maintain a separate list known as OFF DUTY RESPONSE TIME.

SECTION - 8 Upon termination of employment, death or retirement all full time employees of the Hopkins Hill Fire District shall receive one hundred percent (100%) of accrued “comp-time” and one hundred percent (100%) of “off duty response time” as defined above, calculated at the employees present hourly rate of pay.

ARTICLE - 11 - BEREAVEMENT LEAVE

SECTION - 1 All full-time employees shall be allowed leave with pay, when death occurs in an employee's immediate family. For the purpose of this agreement, immediate family shall be defined as; Legal Spouse, Mother, Father, Children, Brother, Sister, In-Law's, Grand Children and Grandparents provided that such leave does not exceed a total of three (3) days and does not exceed one (1) day beyond the date of burial. For employees of the Jewish Faith time off from work shall be given for the actual period of mourning observed not to exceed seven (7) days from the day of burial.

SECTION - 2 In the event of death of a person other than immediate family member, employees may request the provisions of this article to be extended. Bereavement leave pay for attendance of funerals of persons other than immediate family may be granted at the discretion of the Fire Chief based on the information provided by the employee requesting such paid leave. In the event the employee's request for Bereavement leave with pay is denied, the employee may be granted sufficient leave without pay.

ARTICLE - 12 - JURY DUTY LEAVE

SECTION - 1 Any full-time employee called for jury duty service in a court of law shall be excused from his normal scheduled work shift on those days required to serve his jury duty obligation. In addition to the jury duty pay received, each employee shall receive full pay and benefits for each day of documented jury service.

SECTION - 2 In the event an employee granted leave for jury duty is released from jury duty service prior to twelve hundred (1200) hours that day, he/she shall be required to return to work and complete the remainder of his/her assigned work shift.

ARTICLE - 13 - MILITARY LEAVE

SECTION - 1 Full-time employee who were members of any branch of the armed forces of the United States of America prior to appointment as a probationary employee, or who is drafted for military service while still employed by the District shall be granted an unpaid leave to fulfill his military service obligation.

SECTION - 2 Employees called to "active duty" shall continue to accumulate credit toward sick leave

and vacation leave for the remainder of the calendar year, which they were called, to active duty.

SECTION - 3 Upon release from the military service, the employee may resume his employment with the District providing he requests to return to work in writing within thirty (30) days of his release from the military service, and his capacity to perform his assigned duties has not been diminished as a result of his military service.

SECTION - 4 In the event the employee is not able to resume his previous work assignment, the District in conjunction with the branch of the armed forces the employee was assigned shall make every effort to reach an agreement acceptable to all parties.

SECTION - 5 Full-time employees who were members of any National Guard or reserve unit of any branch of the military shall be provided a maximum of two (2) weeks military leave each fiscal year to allow fulfillment of their active-duty obligation. In the event the employees' military pay is less than his/her District salary, the District will pay the employee any pay difference during the two (2) weeks of active duty military service.

SECTION - 6 Unless a national emergency is declared by the President of the United States, any employee who volunteers for active military duty or voluntarily joins any military reserve unit shall forfeit all rights and benefits provided for in this agreement.

ARTICLE - 14 - SPECIAL LEAVE

SECTION – 1 Full-time employees may request special leave for purposes not otherwise addressed in this agreement. All special leave requests must be submitted in written form as far in advance as

possible or as soon as the employee becomes aware of the need for such leave.

SECTION – 2 All special leave requests must contain the exact reason (s) for the request, duration of leave, and any other information, which may be pertinent to the request.

SECTION – 3 The Board of Personnel may grant or deny requests for "special leave" based on information provided by the employee requesting the special leave and the result such leave shall have on District staffing and protection levels. When granting special leave requests, the board of personnel shall determine the actual duration of leave, the employees pay and benefit status and any other provisions or requirements it may deem necessary.

SECTION - 4 Special leave shall not be granted for the purpose of seeking or performing other employment of any kind.

ARTICLE - 15 - LINE OF DUTY INJURIES

SECTION - 1 Full time members of the Fire District, Local 4824, active and retired, who are or have been injured or contract illness in the line of duty, shall receive all the benefits as provided for in the General Laws of the State of Rhode Island, Section 45.19.1, and all other applicable statutes of the State of Rhode Island.

SECTION - 2 In the implementation of the forgoing paragraph, it is understood and agreed that employees on an injured in the line of duty status must strictly comply with all requirements and provisions set forth by the District, all the insurance policies carried by the District and all applicable provisions of the State of Rhode Island Employees Pension System.

SECTION - 3 For the purpose of this agreement, any full-time employee who becomes ill as a result of exposure to any contagious disease during the performance of his duties shall be considered injured on duty.

SECTION - 4 For the purpose of this agreement, any full-time employee who responds to an incident and sustains an injury while functioning in that capacity shall be considered injured on duty and afforded the benefits as outlined in this article provided the following conditions existed;

a. The incident occurred within the jurisdiction of the Hopkins Hill Fire District and the Hopkins Hill Fire Department was dispatched. b. At the request of another fire department, fire District, or municipality, the Hopkins Hill Fire Department was dispatched and responded to provide "mutual -Aid" assistance in the form of apparatus, equipment and /or manpower.

SECTION – 5 Full-time employees' who are injured in the line of duty shall be paid their full wages while such incapacity exists or until they are placed on disability retirement. In the event an employee receives disability payments and wage payments from the District's third party insurer for the same period of time, the employee shall reimburse the District for any wage payments received from the District's third party insurer. Payments for time lost from work resulting from such injury shall not be charged against the accrued sick leave of the employee.

SECTION - 6 DISABILITY RETIREMENT

- A) Employees covered by this agreement, who remain away from their regular employment as firefighters due to compressible line of duty injury or illness in accordance with RIGL 45-19-1 or 45-19-1.1, shall at the expiration of twelve (12) continuous months of absence or upon reaching maximum medical improvement, whichever occurs first, submit to an examination to determine their status
- B) This examination shall consist of a medical evaluation to determine whether or not the employee is permanently disabled and therefore unable to return to duty. The employee's treating physician shall submit a report to the District upon request. The District may, if not satisfied with the findings, request a further examination by a physician of their choice, at their expense.

- C) If the determination is then made that the employee will be unable to return to duty, the District may initiate an application for an accidental disability pension in accordance with RIGL § 45-21.2-9.
- D) If an employee is retired on an accidental disability, (OJI) as determined by the Municipal Employee's Retirement System of the State of Rhode Island for Police Officers and Fire Fighters and/or an SSI qualified disability, the employee will continue to receive an individual HealthCare plan with Dental provided by the District with a 25% Co-Pay for a period of 24 months or until Medicare coverage begins.

ARTICLE - 16 - MEDICAL PLAN

SECTION - 1 The District shall provide full-time employees with medical insurance equivalent to the benefits in attached Addendum "A" (see attached). If an employee wishes to opt not to receive medical benefits, the District shall pay to the employee half (1/2) of what it would cost the District for medical benefits. The employee must provide documentation of complete coverage from a spouse or significant other and sign a waiver deleting employee from District policy.

SECTION – 2 Co-pay of their medical plan will increase to 9% on July 1, 2019, to 10% on July 1, 2020. If the Employee uses the opt out clause for medical then the amount they receive will be adjusted to meet the co-pay.

ARTICLE - 17 – STATION UNIFORMS /PROTECTIVE GEAR

SECTION – 1 Station Uniforms

- A. Members of the Fire/Rescue Division shall be provided with a clothing allowance from the District to the sum of one Thousand dollars (\$1000.00) per person which shall be issued in two (2) installments in the first pay period of October and April.
- B. Dispatchers shall be provided with a clothing allowance from the District to the sum of five

hundred (\$500.00) per person which shall be issued in the first pay period in July.

SECTION - 2

- A. All Firefighter's station uniforms provided by the District shall meet the provisions of NFPA # 1500.
- B. Dispatcher's uniform provided by the District shall meet the approved dress code of the District

SECTION - 3 Full-time employees who receive a clothing allowance from the District shall maintain their station uniforms in a clean, presentable and serviceable condition at all times.

SECTION - 4 Full station uniforms shall be worn while on duty during the hours of 07:00 and 20:00 hours. After 20:00 hours, employees shall have the option of wearing a navy-colored sweatshirt or tee-shirt with the logo of the fire District of fire department in place of the uniform shirt unless otherwise directed by the fire chief.

SECTION - 5 Full-time employees who purchase any portion of the station uniform which does not meet the specifications of NFPA standard #1500, or the requirements specified by the District must present each item to the District for approval prior to wearing such items on duty.

SECTION - 6 In the event a portion of an employee's uniform is damaged or destroyed in the performance of his/her duty, the District may replace same providing such damage and /or destruction did not result from misuse, intentional negligence, or normal wear and tear. Full-time employees who desire such repair or replacement must do so as outlined in section 7 of this article.

SECTION – 7 To request repair or replacement of any portion of the station uniform, the employee

shall;

1. Immediately notify his/her commanding officer of the occurrence of such damage or destruction.
2. Prepare and submit a written detailed report along with the damaged or destroyed item upon completion of the incident.

SECTION - 8 After receiving the written report and request for repair or replacement, the District shall review the circumstances prior to granting or denying such requests.

SECTION - 9 The District shall reserve the right to limit the replacement of station uniforms, as it may deem necessary.

SECTION - 10 Employees shall only wear the station uniform while on duty, or while performing other official Fire District or department functions requiring the uniform to be worn.

Section – 11 **Protective Gear**

The Hopkins Hill Fire District shall provide the following protective gear to all Fire/Rescue personnel covered under this agreement. All protective gear shall meet the requirements of NFPA 1500.

Bunker Gear (Coat, Pants and Suspenders) Nomex Hood

Helmet with Face Shield Rubber Boots

Protective Gloves

The Hopkins Hill Fire Chief shall re-issue protective gear upon inspection when such gear is damaged, mutilated or worn as a result of normal wear and tear or as a result of damage in the line of duty.

ARTICLE - 18 - APPEARANCE & PERSONAL GROOMING

SECTION - 1 Employees shall maintain a neat appearance when on duty. All hair shall be in a neat and trim manner which shall not interfere with the use of self-contained breathing apparatus. Hair length shall not extend below the collar of the uniform dress shirt, all mustaches shall not extend below the mouth, and beards shall be prohibited.

ARTICLE - 19 - TRAINING AND EDUCATION

SECTION - 1 All full-time probationary employees shall be required to satisfactorily complete and attain any and all levels of certification as deemed necessary by the District Board of Personnel prior to completion of the probationary period.

SECTION - 2 At the discretion of the Board of Personnel, full-time probationary employees who fail to achieve all required certifications during the probationary period might have their probation period extended to allow the employee to attain the required certification. The District Board of Personnel shall review and evaluate the work performance of all full-time probationary employees prior to approval or denial of any probation period extension.

SECTION - 3 The District shall pay for all educational courses, and certifications full-time probationary employees are required to attain for completion of the probationary period and to continue employment. Any employee who fails to achieve a passing grade shall be responsible for all additional fees incurred while attempting to achieve the required certification during the designated probationary period.

SECTION - 4 The District shall provide employees sufficient time off to attend mandated class when such classes conflict with the employees assigned work shift. Employees shall be required to report for duty immediately following completion of such class attendance.

SECTION - 5 Full-time employees who do not remain continuously employed by the District a minimum of twelve (12) months after attaining each required certification shall be required to repay the District for tuition and course fees incurred for each mandated certification.

SECTION - 6 The District may reimburse employees for educational courses or training classes related to his/her classification other than classes or courses mandated for continued employment.

SECTION - 7 Full-time employees who wish to request reimbursement for any non-mandated course or class or for their books that pertain to fire science classes only, must submit such requests to the fire chief as far in advance as possible, but in all cases no later than the scheduled start date.

SECTION - 8 Reimbursement requests shall be reviewed on a case-by-case basis and granted or denied at the discretion of the fire chief.

ARTICLE - 20 - PHYSICAL FITNESS

SECTION - 1 Each full-time employee shall be required to maintain a standard of personal physical fitness sufficient to perform the functions of his job assignment.

SECTION - 2 Each full-time employee shall be allowed one-half (1/2) hour per work shift for an exercise period. The District encourages each employee to use this time each shift for non-stress exercises intended to maintain proper physical condition.

SECTION - 3 Full-time employees who do not meet the physical requirements or may have a physical condition which may constitute a hazard to himself, or others shall be relieved from duty.

SECTION - 4 Any full-time employee relieved from duty for any physical deficiencies shall be required to submit to a medical exam and testing as directed. All cost for such exam and testing shall be paid by the District.

SECTION - 5 Employees relieved from duty under the provisions of this article shall receive full pay and benefits until such time as they are fit to return to duty, or until the District personnel board issues a final decision.

SECTION - 6 The Board of Personnel shall review the case history of full-time employees relieved of duty under the provisions of this article and based on the facts presented shall make a written recommendation concerning the effected employee which shall specifically identify the unsatisfactory condition (s), corrective action (s) required, and a reasonable timetable for correcting the unsatisfactory condition. Employee compliance with all written recommendations or directives issued by the Board of Personnel is mandatory.

ARTICLE - 21 - FULL -TIME SHIFT REPLACEMENT

SECTION - 1 Shifts normally manned by full-time employees shall be filled whenever a vacancy occurs because of the paid leave provisions of this agreement.

SECTION - 2 Full-time employees shall have first option to fill in any available full-time shifts.

SECTION - 3 The fire chief shall establish and maintain fill-in lists as necessary to assure a fair and equal distribution of available shifts in as much as possible.

SECTION – 4

- A. No firefighter shall be required to work more than twenty- four (24) hours of consecutive overtime.
- B. No Dispatcher shall be required to work more than two (2) consecutive full work shifts, and shall not be allowed to work more than four (4) consecutive work shifts without authorization from the Chief of the Fire Department.

SECTION – 5 The least senior full-time employee may be ordered to work a vacant work shift if all other full-time employees have refused, and the shift remains unfilled.

SECTION - 6 In order to provide advanced life support (A.L.S.) and or cardiac capabilities during those times in which the availability of such off-duty or volunteer personnel may be diminished, the fire chief at his discretion may fill full-time shifts left vacant by the absence of a cardiac qualified employee with a cardiac qualified full-time employee out of the normal seniority rotation.

SECTION - 7 Short fill-in shifts shall be considered any shift less than a full shift

SECTION - 8 Full-time employees shall have first options to work short fill-in shifts on a rotating basis. Employees shall have the option of being compensated with comp. time credit or pay at the hourly fill-in pay rate.

SECTION – 9

- A. In the event a firefighter/ rescue employee is absent from duty and/or unable to perform his/her assigned duties for any reason, the District shall have the option of hiring a “Long Term” qualified

replacement (as referred to in Article 27, Section 5); after the employee has been absent from duty for three consecutive Forty-Eight (48) hour full work cycles.

- B. In the event a dispatcher is absent from duty and / or unable to perform his/her assigned duties for any reason, the District shall have the option of hiring a “Long Term” replacement after the employee has been absent from duty for eight (8) consecutive shifts.

ARTICLE -22 - PART-TIME EMPLOYEES

SECTION - 1 The District shall establish a minimum qualification standard and certify part-time employees as qualified fill-in and replacement employees.

SECTION - 2 Part-time employees shall be offered full-time work shifts only after all full-time employees have refused to work.

SECTION - 3 The fire chief shall establish and maintain a separate fill in list of qualified part-time employees for the purpose of filling part-time shifts vacancies. Full-time firefighters and rescue personnel shall be included on this list and offered available part-time shifts by order of overall seniority.

SECTION - 4 At the discretion of the fire chief, Cardiac qualified employees may be utilized out of the normal rotation in order to provide cardiac protection during those times when such protection levels may be diminished.

ARTICLE - 23 - EMPLOYEE SMOKING

SECTION – 1 There will be absolutely no smoking of any kind ON DUTY by members assigned to the firefighting/rescue divisions. All firefighters and rescue personnel of the District are strictly prohibited from smoking cigarettes while either ON or OFF duty. Dispatchers are not restricted from smoking tobacco products.

ARTICLE - 24 - SUBSTANCE ABUSE

SECTION - 1 No employee shall be under the influence of, or in possession of any intoxicating liquor or illegal substance while either on duty or in the performance of his/her duty.

ARTICLE - 25 - NO STRIKE CLAUSE

SECTION - 1 No fire District employee shall willfully engage in any form of illegal job action, protest, work slowdown, or strike at any time.

ARTICLE - 26 - DISCIPLINARY ACTION

SECTION - 1 Any District employee who willfully neglects his/her duty, violates any rules, regulations, orders, or policies, or is charged with any serious criminal offense shall be subject to charges, and disciplinary action up to and including termination in accordance with the provisions of this article.

SECTION - 2 Any District employee may be suspended from duty if they are charged with any offense

of such magnitude that continue working would further impair efficiency, discipline and morale, or in the opinion of the Fire Chief said employee is not physically or psychologically fit to remain on duty.

SECTION 3 The Fire Chief in his position of immediate supervisor shall have the authority to suspend any District employee. In the absence of the Fire Chief and his Assistant Chiefs, the members of the District board of personnel shall assume suspension authority.

SECTION 4 Any full-time employee suspended for any reason shall continue to receive full salary and benefits until such time as formal charges are presented before the District board of personnel.

SECTION 5 Whenever any District employee is suspended from duty the fire chief or in his absence, the District official initiating the suspension shall present formal written charges at a hearing before the Board of Personnel within forty eight (48) hours of the start of the suspension providing sufficient evidence and information is available to convene such a hearing. In the event unavoidable delays prohibit compliance with this provision, the District board of personnel will meet to review the current status of the case not more than five (5) working days after the day of the original suspension.

SECTION - 6 Any employee suspended from duty shall be presented with formal written charges and afforded a hearing before the board of personnel prior to the board of personnel issuing a final decision.

SECTION - 7 The board of personnel, after hearing the charges and facts concerning the alleged violation, shall take into consideration the recommendation of the fire chief prior to making a final written decision.

SECTION - 8 The board of personnel shall be empowered to order any penalties it may deem just and fit as disciplinary action providing such penalties do not violate any applicable law or statutes.

SECTION – 9 The decision of the board of personnel shall be final and the fire chief shall see that the decision is complied with within five (5) working days.

SECTION – 10 The above cited provision Article 25 shall be subject to the Grievance and Arbitration provisions set forth in this agreement.

ARTICLE – 27 Grievance Procedure

SECTION - 1 Alleged grievances of the members of the Local 4824 or the alleged grievances of the Union executive committee with respect to wages, rates of pay or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedure:

A. Any individual having a grievance shall present his/her grievance to his/her immediate superior, either personally or through his/her Union steward. Every effort shall be made to resolve grievances on their level before resorting to formal procedures. A grievance remaining unresolved after the foregoing procedure shall be referred the Chief of the Fire Department, who shall make a serious and sincere attempt to settle the complaint.

If the Union executive committee has a grievance, it shall present its grievance in writing directly to the Chief of the Department. Every effort shall be made to resolve said grievance on this level before resorting to formal procedures.

B. If the procedures laid down heretofore fail to resolve the grievances, the individual shall, in writing, bring it to the attention of the executive committee of Local 4824. Said executive committee shall, within five (5) days of the receipt of said grievances, arrange for the individual to present his/her

alleged grievance at a meeting of the majority of the executive committee. It shall be the responsibility of the executive committee to determine the justification of the complaint. If, in the judgment of the executive committee, the nature of the grievance justifies further action, it shall, through the President, Vice President, or the President's appointee of Local 4824 carry the grievance to the Chief of the Fire Department.

C. The Chief of the Fire Department shall meet with the President or Vice President of Local 4824, or the President's appointee, within ten (10) days of the receipt of request from said officer of Local 4824. Within ten (10) days (unless otherwise agreed upon) of the first meeting between the Chief of the Fire Department and the President or Vice President of Local 4824, the Chief shall render his/her decision in writing, a copy of same to be delivered to the President of Local 4824.

D. If an agreement cannot be reached via this method, then the President, Vice President and Executive Board of Local 4824 may file for arbitration in accordance with the Arbitration Rules of the American Arbitration Association. The decision made by the arbitrator shall be final and binding upon the grievant, the Union and the Town, and the fees shall be borne equally by the parties.

ARTICLE - 28 - TERMINATION OF EMPLOYMENT

In the interest of maintaining fundamental fairness to both parties in the employment relationship, the following conditions are established regarding termination of the employee.

SECTION - 1 The District shall have the right to remove the employee from his/her position only for just cause, as formal charges are presented before a District board of personnel the District shall institute removal proceedings in the following manner.

- a.) evidence which supports said charges, in such specificity so that the employee may understand and prepare for his defense, if any. At this time the employee shall be provided with notice of date, time and place of hearing.

- b.) No later than twenty-one (21) days following delivery of the charges and specifications as described above, a hearing will be convened before the executive committee. At this hearing the employee will be given the opportunity to respond to the charges. The hearing may be public or private, at the discretion of the employee. The subject matter to be presented at the hearing shall be limited to the charges as specifically detailed in the written notice to the employee.
- c.) During the hearing the employee shall have the right to be represented by counsel, to question, confront and cross examine witnesses, to introduce evidence and to conduct oral arguments. Either party may request that the hearing be conducted in the presence of a court stenographer so that a record of the proceedings is available.
- d.) The executive committee shall render a written decision within twenty (20) days of the conclusion of the hearings. In its decision the executive committee shall consider only those facts, which were presented at the hearings and shall make its findings of fact based upon the record of the hearing. The executive committee shall make written findings which shall be provided to the employee, and which shall include the relevant facts and the reasons for the specific findings.
- e.) In the event the charges brought pursuant to this section are not sustained, the District shall reimburse the employee for the cost of his defense, if charges are sustained for the employer the employee must reimburse the employer for all cost's incurred by said employer.
- f.) The above cited provision Article 27 shall be subject to the Grievance and Arbitration provisions set forth in this agreement.

ARTICLE - 29 - EMPLOYEE CLASSIFICATION & PAY SCALE

SECTION - 1 The base pay for all full-time employees shall be calculated on their assigned classification level.

SECTION - 2 Prior to the advancement to the next classification level all full-time employees must successfully complete all requirements of their current classification.

SECTION - 3 Full-time employees may be required to appear before the board of personnel for a review of their job performance prior to advancement to the next classification level.

SECTION - 4

- A. In order to advance to the Firefighter -1 classification, each full-time employee shall receive a minimum of twelve (12) months at each lower classification (Firefighter - 3 thru Firefighter -2) and maintain all certifications and qualifications required by the District within the established time frame.
- B. In order for Dispatchers to advance to the Dispatcher-1 classification each employee shall receive a minimum of twelve (12) months at each lower classification (Dispatcher 3 thru Dispatcher 2) and maintain all certifications and qualifications required by the District within the established time frame.

SECTION - 5 Each full-time employee shall maintain his/her E.M.T. - C certification for the duration of employment.

SECTION - 6 All wages paid to full-time employees by the District shall have the proper deductions withheld as determined by the tables corresponding to the W-4 filing status of each individual employee. In addition an employee may request an additional sum be withheld each pay period.

SECTION - 7 BASE PAY SCALE & CLASSIFICATION (SEE EXHIBIT PAY SCALES)

SECTION – 8 For a Dispatcher in Fire Alarm to become a full time Firefighter in the District the Dispatcher must fulfill the requirements and **testing as set by a Firefighter application.** ~~the same as call personnel in order to make the qualifying list to be a firefighter if and when an opening becomes available.~~

SECTION - 9 Full time members shall receive longevity steps for years of service to the District according to the following schedule and shall be paid in one lump sum on the first (1st) pay period in December based on previous anniversary date.

Longevity Schedule

Completion of (5) five years up to (7) seven years	\$500.00
Completion of (8) years up to (10) ten years	\$1,000.00
Completion of (11) eleven years up to (13) thirteen years	\$1,500.00
Completion of (14) fourteen years up to (16) sixteen years	\$2,000.00
Completion of (17) seventeen years or more	\$2,500.00

ARTICLE - 30 – SEVERABILITY

SECTION - 1 Any amendment or modification to this agreement shall only effect those article specifically addressed by such written amendments. All other provisions contained within this

agreement shall remain in full force for the duration of this agreement.

ARTICLE - 31 – RETIREMENT

SECTION - 1 All full-time employees of the District shall be enrolled in the State of Rhode Island Pension plan. For the period May 1, 1997 to May 1, 1999 an employee must have twenty- five (25) years of continuous service from date of hire to be eligible for retirement and full pension benefits. Effective May 1, 1999 The Twenty five (25) years of continuous service shall be changed to twenty (20) years of continuous service from date of hire to be eligible for retirement and full pension benefits.

SECTION – 2 Effective May 1, 2010, a 3% cola to the pension benefits for retired personnel will be implemented.

ARTICLE - 32- LINE OF DUTY ILLNESS

SECTION - 1 Full-time employee's will be paid for line-of -duty illness as set forth in section 45-19-1 of the General Laws of Rhode Island, 1956, as amended and payment for time lost from work resulting from such illness shall not be charged against the accrued sick leave of the employee.

SECTION - 2 Commencing May 1, 1997 employee covered by this agreement, who is injured and remains away from their regular employment for a period of twenty four (24) consecutive months or for a cumulative total period of twenty four (24) months within any thirty (30) month period due to becoming wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of their duties, shall, at the expiration of twenty four (24) months return to duty within thirty (30) calendar days thereafter or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties.

ARTICLE - 33 - WORKING RELATIONSHIP

SECTION —1 It shall be the duty and responsibility of each employee of the District, the fire chief and his assistance, and each District board member to maintain a high standard of cooperation and conduct in their relationship while executing the provisions of this agreement.

SECTION – 2 A copy of the current contract shall be provided for each full-time employee at the signing of this contract.

ARTICLE 34 – INDEMNIFICATION FOR PERSONAL LIABILITY

The District agrees to carry insurance to indemnify the employee for any claims or judgments made against the employee(s) personally that arise out of conduct within the scope of his/her employment. The District agrees to provide the employee with all necessary legal assistance and expenses incurred in defense of said claim(s).

ARTICLE 35 – SALARY AND BENEFITS INCREASE

Both parties agree that over the course of this agreement the Hopkins Hill Fire District, and any successor organization; will be expanding in terms of coverage, area, number of stations and number of apparatuses, overall responses and scope of services. It is contemplated that the employee's salary and benefits will be commensurate with the increased workload and responsibilities. For this reason, salary and benefits once established may not be diminished in any way without the permission of the

employee, but may be added to at anytime at the Districts discretion

ARTICLE 36 – GENERAL PROVISIONS

Should a dispute arise concerning the interpretation of the terms and conditions set forth in this agreement, said parties shall meet at a mutually convenient time and place in an effort to settle the dispute. Should no settlement be forthcoming, the parties may submit the matter to a mutually acceptable, disinterested third party for resolution. The decision rendered by the third party shall be considered final and binding to all parties to the same extent as an arbitrator's award. If a third party cannot be decided upon the matter shall be referred to the American Arbitration Association for resolution in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Any notice required to be given by this agreement shall be defined to mean notice in writing, hand delivered to, or sent by certified mail, to the party in question. The third party and or arbitrator's fees will be shared equally between both parties (i.e. District & employees).

ARTICLE 37 – SUCCESSORS CLAUSE

This agreement shall be binding upon the successors and assigns of the Hopkins Hill Fire District, and no provisions, terms, or obligations herein shall be affected, modified, changed, or altered in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of the Hopkins Hill Fire District, or by any change geographically, or otherwise, in the location or place of business of the Hopkins Hill Fire District. In the event of a consolidation, merger, annexation, or transfer, the only

section that may be altered is the section pertaining to wages. Said section shall only be opened to provide for a wage or salary increase.

ARTICLE 38 – WAGES

Section – 1 The annual salaries of the Hopkins Hill Fire District Fire/Rescue employees covered by this agreement shall be in accordance with the following pay scale(s). The scales represent the following increases

September 1, 2024 - 3%

September 1, 2025 - 3%

Section -2 *The annual salaries of the Hopkins Hill Fire District Dispatchers covered under this agreement shall be in accordance with the following pay scales. The scales represent the following increases.

September 1, 2024 - 3%

September 1, 2025 - 3%

*(pending Town of Coventry renewal of Dispatch Contract with an increase in funding)

ARTICLE 39 – PAID OFFICERS

~~SECTION – 1 – As of May 1, 2007 all of the Full Time Employee’s that currently hold a volunteer Officer Rank will be considered Full Time Officers at there current rank until the end of employment, taking into consideration for promotion in rank or reduction in rank due to disciplinary action. The Officers will be receiving an annual stipend the first pay period in October as follows.~~

~~-Deputy Chief –\$2500.00~~

~~Fire/Rescue Captain –\$1500.00~~

~~Fire/Rescue Lieutenant –\$1000.00~~

SECTION – 1 To advance to a ranking position a procedure will be established that will include qualifications and test, this procedure must be in place by September 1, 2025.

SECTION - 2 Full time employee that advance to the following ranks will receive the following compensation added to their base salaries.

Lieutenant \$1500.00

Captain \$2000.00

Deputy Chief \$3000.00

SECTION - 2 Any private that is in charge on a shift (working out of rank) will receive an additional .60 (sixty cents) per hour during that time period.

Article 40 – FIRE MARSHAL’S JOB DISCRIPTION

SECTION 1- Promotes public safety through implantation and enforcement of fire and life safety codes and standards. The Fire Marshal’s position will work under the guidance and direction of the Fire Chief. The duties will include but not

limited to the following. Oversees District smoke alarm programs for one- and two-family dwellings. Represent the District at State Board of Appeal and Review hearings. Schedule and conduct inspections of existing structures and new construction for compliance with fire codes. Review and approve construction plans for code compliance. Calculate water flow requirements for buildings. Respond to complaints regarding fire and life safety code violations. Issue permits/applications in accordance with District guidelines. Assess fees for plan review as allowed by District guidelines. Maintain data and records regarding inspections. Assist in other District activities as assigned. The individual(s) upon appointment to the Fire Marshal's position will possess and maintain the following qualifications, Rhode Island Assistant Deputy State Fire Marshal (fire code/fire alarm certifications), NFPA Certified Fire Inspector I, NFPA Fire Plan Examiner I. The work schedule will be the standard eight (8) hour day forty hours (40) per week.

SECTION-2 If the Fire Marshal's duties require him/her to perform such duties other than during regular normal hours he/she will be compensated at a rate of one and one half ($1\frac{1}{2}$) his/her normal rate to be paid as pay or comp time.

ARTICLE 41 - DETAILS

~~SECTION — 1 — Full Time employees will be given the first right of refusal for all Detail shifts.~~

SECTION — 1 The Fire Chief shall establish and maintain fill-in lists as necessary to assure a fair and equal distribution of available shifts in as much as possible.

SECTION — 2 Detail pay will be at a rate comparable to the Coventry Police Department minus Three Dollars processing fee deducted by the District.

SECTION – 3 Details will be a minimum of three (3) hours

ARTICLE 42 DISPATCHER SUPERVISOR POSITION

The position of Dispatcher Supervisor shall be assigned to the most qualified employee as determined by the Fire Chief and can be left vacant if no one is considered qualified to be Supervisor. The duties will be assigned by the Chief of the Department of the District Board of Personnel. The base salary for the Dispatch Supervisor will increase \$1000.00 on July 1, 2012

ARTICLE 43 - COMPLETE UNDERSTANDING

This Agreement constitutes the entire agreement and complete understanding between the District and the Union arrived at as the result of collective bargaining, except such amendments hereto or modifications hereof as shall be reduced to writing and executed by the parties following the execution of this agreement.

ARTICLE 44 - DURATION

This Agreement shall be for the term beginning September 1, 2024 and ending August 31, 2026. The parties agree that the terms and conditions of this Agreement shall, upon ratification by the appropriate authorities of each party, remain in full force and effect until such time as the parties enter into, and have ratified or arbitrated, a successor agreement.

Hopkins Hill Fire/Rescue

Frank M. Brown Jr.
Chief
1 Bestwick Trail
Coventry, RI 02816

Telephone: (401) 821-6866
FAX: (401) 826-3779

IN WITNESS WHEREOF, the Hopkins Hill Fire District has caused this instrument to be executed by its Representative, thereunto duly authorized, and said Local 4824, International Association of Firefighters, AFL-CIO, has caused this instrument to be signed by its President, there unto duly authorized on the day or date first above written.

Hopkins Hill Fire District

By: _____
District Representative

LOCAL 4824, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

By: _____
President

By: _____
Witness for District

By: _____
Witness for Union