

WESTERN COVENTRY FIRE DISTRICT

Probationary Employment Agreement

Full Time Paramedic Fire Fighter

This agreement is entered into on the 14th day of December 2024 by and between the Board of Directors, Western Coventry Fire District hereinafter referred to as the “Employer” or “District” and XXXXX XXXXX here in after referred to as “the Employee”.

Whereas, the employer is the duly organized Board of Directors authorized to conduct the business of the Western Coventry Fire District, and

Whereas the Employer has the duty and responsibilities of providing the residents of the district, services as mandated by the Charter and By-laws, and

Whereas the Employer regards the position of the Employee as that of an hourly, nonexempt employee, and

Whereas, the Employee desires to be hired by said employer, and

BE IT THEREFORE RESOLVED, that the Employer hires the Employee and the Employee accepts employment under the following terms and conditions:

1. **LENGTH OF AGREEMENT:** Employer hires the employee for a specific term commencing from the “entered into” date indicated above and expiring on , 12/16/27 During the first three (3) months of their employment with the employer, all employees are considered to be probationary. The employer reserves the right to discharge the employee at any time, in the sole discretion of the Employer, for violation of District and Department policies or procedures, poor job performance, fraud or misrepresentation, conviction of a felony or misdemeanor, just cause or engaging in any conduct or activity that tends to harm the reputation of the Employer.
2. **RENEWAL:** It is further agreed by and between the parties to this agreement, without further action by the parties, that this agreement for services shall be extended for successive periods of one (1) year on the expiration of this agreement, or the expiration of the extension of this agreement, unless notice is sent to the Employee notifying him/her of the Employer’s intent to terminate the agreement upon expiration of the aforementioned terms. Such notice shall be sent certified mail, return receipt requested, to the Employee at least thirty (30) days prior to the expiration of this agreement, or automatic renewal thereof (as specified herein), as the case may be.
3. **SALARY:** This section of the agreement is intended to satisfy the provisions of the Fair Labor Standards Act:
 - a. Current work schedule cycle covers eight (8) weeks consisting of three hundred thirty-six (336) hours.
 - b. Straight Time Hourly Rate \$30.00
 - c. Pay Period – Every two (2) weeks.
 - d. Gross pay (excluding overtime premium)—hourly rate times actual hours worked and official holidays within the pay period not worked and authorized and utilized Paid Personal Time Off (PPTO) in accordance with SAP 1212.01, effective date 03/21/2024, Attachment A of this agreement.
 - e. Payroll Taxes - All gross pay is subject to applicable payroll taxes.
 - f. Overtime Premium—one and one half (1-½) times the hourly rate for all hours worked in excess of forty-two (42) hours based upon an average workweek. An average workweek

shall be calculated utilizing the prior consecutive 8 weeks. Based upon a 7day work week. Hours worked shall include all paid leave.

- g. After the employee's successful and satisfactory completion of each year of this agreement including extensions, the employee will be eligible for an annual base salary increase based upon the COLA percentage for that year. If COLA is 1% or less, the base salary increase will be no less than 1%. If COLA is greater than 1%, the minimum base salary increase will equal the COLA percentage. In addition, providing that there is a satisfactory and current performance review on record of the employee, the base salary increase will be increased by an additional 1% of the base salary. The Board of Directors reserves the right to withhold, reduce or delay salary increases due to overall economic conditions and/or economic conditions particular to the District.

Note: COLA, also known as cost-of-living adjustment, is the value established by the Social Security Administration each year as determined by the Bureau of Labor Statistics and U.S. Department of Labor. The COLA value used in this employment agreement will change each year and reflect the current year's value, as published each January by the Social Security Administration.

- h. The Chief of the Department will evaluate the employee's performance each year on a pre-determined date utilizing the process outlined in WCFD SAP 1610.00, Attachment B of this agreement, effective date 4/27/17, Member Performance Evaluation Policy, at least three (3) months prior to the term end date of the agreement. The objective performance measures in and evaluation results of WCFD SAP 1610.00, effective date 4/27/17, will be communicated to the Board of Directors in advance of any suggested adjustment in salary and/or rank by the Chief of the Western Coventry Fire Department for ratification. Once a salary adjustment is approved by the Board of Directors, it will become effective the first pay period following the agreement term end date.
 - i. It is further agreed that ninety (90) days or sooner prior to the renewal/expiration date of this agreement as set forth above, the Employer and Employee shall enter into good faith negotiations to establish Employee's eligibility based on performance evaluations, salary and fringe benefits for the next agreement period should this agreement not be extended and that the need for this position as described herein continues to exist.
 - j. It is further agreed that if the Employer wishes to revise this agreement or to create a new agreement prior to the expiration of this agreement, the Employee will have the option of continuing his/her employment under the conditions of this agreement or agree to the revised or new agreement and formally releasing the Employer from this agreement.
 - k. Paid leave is provided in accordance with the Family and Medical Leave Act ("FMLA").
4. **FRINGE BENEFITS:** The Employee shall receive from the Employer a fringe benefit package consisting of:
- a. Family Health and Dental etc. - See SAP 1212.02, Insurance and Death Benefits Policy for Full Time Employees, effective date 5/17/2018, Attachment C of this agreement. As per section 4.g of SAP 1212.02, if it has been determined by the Employer and the Employee, that specifically to this employment agreement, the Employee is to receive \$2,000.00 annually in compensation for the Employee's voluntary denial of Health and Dental Insurance to be paid out in equal installments per the Employee's pay schedule.
 - b. Death Benefit – See SAP 1212.02, Insurance and Death Benefits Policy, effective date 05/17/2018.
 - c. On the job injuries – See SAP 1212.02, Insurance and Death Benefits, effective date 05/17/2018.
 - d. Retirement Account -See SAP 1212.03, Simplified Individual Retirement Account Plan for District Employees, effective date 04/27/2017, Attachment D of this agreement.

- e. Paid and non-paid time off-See SAP 1212.01, Paid Personnel Time Off (PPTO) & Personnel Time Off (PTO) Policy for Full Time Employees, effective date 03/21/2019.
 - f. Uniform Allowance- \$700.00 on an annual basis for approved uniform components for the duration of this agreement will be provided by the employer. Payment will be made to the employee upon the submission to the District of a paid receipt or the District will make payment directly to the vendor upon the receipt of an invoice.
5. **JOB DESCRIPTION AND RANK:** Employee's rank shall be Private- Fire Fighter/ Emergency Medical Technician. The Employee's obligations, duties and responsibilities shall be as follows:
- a. The position of full time Private-Fire Fighter/ Emergency Medical Technician is an hourly, nonexempt position with duties consistent with but not limited to a policy set forth by the Chief.
 - b. Shall work with the Chief to establish and maintain operational policies, best practices and appropriate training programs.
 - c. Shall keep current his/her EMS Cardiac and/or Paramedic certification and shall be qualified to respond to both fire and EMS calls.
 - d. Ensure operational readiness of all Fire and Rescue apparatus.
 - e. Ensure that the Fire stations are kept in a neat and orderly condition.
 - f. Ensure that routine maintenance on District apparatus and facilities are conducted.
 - g. Perform data entry into the Station's database and perform other administrative duties as assigned by the Chief.
 - h. Perform other department duties as assigned by the Chief.

Upon submission of medical documentation, an employee who is unable to fully perform their duties because of medical reasons may be returned to work temporarily in a light duty status, with the concurrence of the Chief, when a doctor certifies that he/she can be returned to light duty and identifies the appropriate limitations for such duty. Light duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the District. Light duty when allowed will be allowed for a maximum of 30 days. Under extreme circumstances the Chief may extend these limits. A physician's status report shall be submitted to the district bi-weekly. An Employee can be returned to full duty only upon receipt of a physicians report clearly stating that the employee is physically capable of fully resuming normal duties.

6. **CONFIDENTIALITY:** Except as may be required in the course of the performance of Employee's duties, or unless required by law or specifically authorized in advance and in writing by Employer, Employee shall not use or disclose, either during or after the term of this agreement, any confidential information of any nature. For purposes of this agreement, "Confidential Information" shall mean any and all information relating to the District. Any violation of such confidentiality requirement, in addition to applicable civil and/or criminal penalties, shall be cause for disciplinary action or dismissal.
7. **WORK HOURS:**
- a. In order to satisfactorily carry out the responsibilities assigned to this full-time employment position; the employee is expected to provide the District with a minimum of three-hundred-thirty-six (336) hours during every fifty-six (56) day period of employment resulting in an average of forty-two (42) hours per seven (7) day period.
 - b. The employee shall assist the Chief in creating the employee's work schedule. This schedule will be subject to change based upon the emergency service needs of the Fire

District. Ultimately, the Chief of the Department has the authority to assign the employee's specific hours of work.

8. **REIMBURSEMENT:** All Employer approved expenses shall be paid by the Employee and be reimbursed by Employer in a reasonable period of time after Employee provides documentation verifying said expenditures and in the case of training, verification of successful completion of training.
9. **PROBATIONARY PERIOD:** The Probationary Period will be for one (12) months from the date of this contract. The following conditions must be met within the Probationary Period. Probation may be extended to accommodate scheduling with the approval of the Employee and the Board of Directors.
 - a. Satisfactory completion of the RIAFC Physical Performance Assessment
 - b. Pass the RIAFC Written Exam with a minimum score of at least 70%

10. INDEMNIFICATION:

- a. The District agrees to indemnify the employee in respect of any claim made against such employee resulting from the performance of such employee's duty, except where it is established that such action arose out of a willful or wanton dereliction of duty by the employee. In the event that such proceedings result in any judgment or monetary award against such employee, the District will indemnify such employee in respect of payment made pursuant to such judgment or monetary award, and such indemnification shall include the assumption of the costs of any legal proceedings incurred by any employee resulting from the performance of such employee's duties.
 - b. In the event that the District shall provide such protection to the employee by the purchase of a policy or liability insurance, it is agreed that indemnification shall be restricted to the liability provided by such policy of insurance and subsection (a) hereof shall be amended as required to conform to the provisions of the liability so provided. The Employee shall be advised annually of the amount of liability insurance so provided by the policy.
11. **DISCRIMINATION:** The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications.
 12. **SURVIVABILITY:** It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this agreement. Should any provision of this agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this agreement shall remain in full force and effect until otherwise canceled or amended. It is expressly agreed that this agreement shall survive in the case of the sale of Employer or merger of Employer with any other organization, or formation of a Town Municipal Department, given that any sale or merger does not terminate this agreement.
 13. **LAW:** This agreement shall be interpreted and governed by the laws of the state of Rhode Island.
 14. **JURISDICTION:** Both parties agree that the Rhode Island Courts shall have the exclusive jurisdiction over any and all controversy arising out of this agreement and the parties by agreement, submit themselves to the jurisdiction of Rhode Island.

15. **MUTUAL AUTHORSHIP:** It is agreed that both parties acting in concert mutually drafted this document and are responsible for its content.

IN WITNESS WHEREOF, we have this date affixed our hand and seal.

For The District

Employee

Chairman
Board of Directors
