

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE TOWN OF LITTLE COMPTON
AND
LOCAL 3957, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO
JULY 1, 2005 TO JUNE 30,2008**

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AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode Island, 1956 as amended, entitled Fire Fighter's Arbitration, this Agreement is made and entered into this 1st day of November 2005, by and between the Town of Little Compton and Local 3957, International Association of Fire Fighters.

ARTICLE I

Section 1.0 - Recognition

The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all full-time fire fighters, excluding the Chief, of the Fire Department of the Town of Little Compton for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and working conditions. Section 1.0 specifically excludes any part-time, special, or seasonal employees who may work or be hired to work less than forty (40) hours a week for the Department.

Section 2.0 - Agency Shop

All employees covered by this Agreement who choose not to join Local 3957 and who are covered by the terms of this Collective Bargaining Agreement shall, however, be required to pay Local 3957 an amount of money equal to the initiation fee uniformly required for membership in Local 3957 and a monthly service fee equal to the monthly dues charged members of Local 3957 to defray the costs in connection with Local 3957's legal obligations and responsibilities as the exclusive bargaining agent for the employees covered by this Agreement.

In addition, any employee covered by this Agreement who chooses not to join Local 3957 shall be required to pay to Local 3957 his/her proportionate share of any assessment uniformly levied upon all members of Local 3957 in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement and/or any arbitration concerning the interpretation of any provision of this Agreement. The failure to pay Local 3957, charges, assessments and fees in accordance with this Section, shall be considered a ground for dismissal under the provisions of this Agreement.

Local 3957 hereby agrees to indemnify the Town and hold it harmless from any and all claims, demands and the cost of litigation for any action arising from the Agency Shop provisions of this Article.

Section 3.0 - Dues Deductions

The Town of Little Compton agrees to deduct Union dues and/or assessments from the individual members of Local 3957 upon receipt of a signed authorization form from each member and shall forward to the Treasurer of Local 3957 such sums as deducted on a monthly basis.

ARTICLE II

Section 1.0 - Management Rights

The Town of Little Compton shall retain the right to issue rules and regulations governing the internal conduct of the Fire Department, as provided by law. The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage the Department shall remain solely with the Town.

While it is recognized that the daily operation of the Fire Department is the responsibility of the Fire Chief, it is the Town Council which ultimately retains all rights and jurisdiction, including, but not limited to selection and direction of the working forces; to hire, suspend or discharge for cause; to write job descriptions and direct fire fighters in the performance of official duties; to assign or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations; to determine the work to be performed, amount of supervision necessary, equipment, methods schedules, together with the selection, procurement, designing, engineering and the control of equipment, and materials; and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

Section 2.0 - Rules and Regulations

Contingent on its promulgation, each new member shall receive a copy of the Little Compton Fire Department's Rules and Regulations before he/she reports for his/her first tour of duty. The Local reserves the right to make comment in writing, on any and all sections of said Rules and Regulations to the Chief and to provide a copy thereof to the Town Council President. An advisory committee consisting of three (3) union members shall be named by the Local to cooperate with the Chief in amending and updating said Rules and Regulations so that they will be pertinent to present day conditions and methods of the Fire Department. The Rules and Regulations, as adopted or amended, shall not contravene this Agreement.

ARTICLE III

Section 1.0 - Seniority

Members of the Fire Department shall have seniority rights. Seniority only serves as a qualification for benefits as provided for in this contract and for

no other purpose. Seniority of employees shall be determined by the length of time in service on the Little Compton Fire Department plus properly approved absences.

In the event that more than one member has identical seniority dates, age shall be the determining factor, the older being considered to have the most seniority. In the event of a disagreement as to a fire fighter's seniority status which cannot be resolved between the Union President and the Fire Chief, the Union may appeal to the Town Council for a hearing on the merits of the case or file a grievance in accordance with this Agreement.

a) In the event of a curtailment, resulting in a layoff, such curtailment shall be based on seniority within the Department; the fire fighter having the least seniority shall be first to be curtailed. A fire fighter curtailed shall be recalled to work, if an opening exists, before a new fire fighter is hired. A curtailed fire fighter shall maintain the right to recall for a period of two (2) years from the date of curtailment, and if recalled within the two (2) year period he/she refuses the job offer, he/she shall not be eligible for any future job opening on the basis of being a curtailed member of the Little Compton Fire Department.

b) No appointment of any fire fighter will be deemed permanent until he/she has served twelve (12) probationary months of continuous, full-time service. The fire fighter shall have no seniority rights during this probationary period. At any time during such probationary period, the fire fighter's employment may be terminated by the Town Council without recourse to grievance procedure or arbitration.

c) An employee's length of service shall not be terminated or reduced but shall continue to accumulate during an authorized leave of absence with pay.

d) An employee's length of service shall not be terminated, by absence pursuant to an authorized leave of absence without pay or layoff, except as hereinafter provided, but shall not continue to accumulate during such period of absence.

e) An employee's length of service shall be lost and employment terminated if any of the following occur:

- 1) Discharge
- 2) Resignation
- 3) Failure to return promptly upon expiration of authorized leave.
- 4) Absence of five (5) consecutive working days without leave or notice.
- 5) Layoff for longer than nine (9) consecutive months.
- 6) Retirement

An accurate and up-to-date seniority list shall be posted in the Fire Station during the month of July of each year.

ARTICLE IV

Section 1.0 - Vacancies

Vacancies in the Little Compton Fire Department shall be filled by appointment by the Town Council. Such vacancies shall be filled no later than six (6) months after occurrence. The vacancy shall be filled from the ranks of the active volunteers if possible.

Section 2.0 - Promotions

a) In order for a fire fighter to be eligible for promotion above the rank of fire fighter, excluding the Chief, said fire fighter shall have been a full-time member of the Little Compton Fire Department for at least two (2) years.

b) Promotions by examinations:

Written	60%
Oral	20%
Seniority	10%
Chief s Recommendation	10%

Examination will be evaluated by a committee consisting of one (1) member to be appointed by the Town Council, one (1) member to be appointed by the Fire Union, and one (1) disinterested person acceptable to both parties. Results of the examination are to be posted on a bulletin board in the fire station. The Town Council shall make the promotion from the top three candidates. Promotion shall be filled within ninety (90) days from the date the vacancy occurred.

Section 3.0 - Prohibited Practices

Giving, rendering, or paying any money, service, or other valuable thing for, on account of, or in connection with an appointment, promotion, or proposed appointment or promotion.

Section 4.0 - Detail to Other Department Prohibited

The Town of Little Compton agrees that any employee covered by this Agreement shall not be transferred to other departments of the Town.

Section 5.0 - Transfers

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

Section 6.0 - Duties

The principle duties of the members of the Fire Department shall consist of the protection of life and property in the Town of Little Compton together with the necessary administrative and service functions connected with such duties. Routine maintenance of apparatus and equipment shall be conducted between the hours of 0700 and 1600 daily. Town equipment will be kept in service at all times.

All members of the department when in the station shall rise not later than 7:00 a.m. and the beds shall not be used between 7:00 a.m. and 10:00 p.m., except in case of illness, injury, or with permission of the chief.

ARTICLE V

Section 1.0 - Hours

The regular workweek of the members of the Little Compton Fire Department shall consist of an average of forty-two (42) hours. The work schedule shall consist of four (4) shifts working two (2) consecutive days of ten (10) hours each (7:00 AM TO 5:00 PM), two (2) consecutive nights of fourteen (14) hours each (5:00 PM to 7:00 AM), followed by four (4) days off.

Employees whose work schedules are A, B, C and D shall rotate as follows:

	SUN.	MON.	TUE.	WED.	THU.	FRI.	SAT.
	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>
Week #1	A B	A B	C A	C A	D C	D C	B D
Week #2	B D	A B	A B	C A	C A	D C	D C
Week #3	B D	B D	A B	A B	C A	C A	D C
Week #4	D C	B D	B D	A B	A B	C A	C A
Week #5	D C	D C	B D	B D	A B	A B	C A
Week #6	C A	D C	D C	B D	B D	A B	A B
Week #7	C A	C A	D C	D C	B D	B D	A B
Week #8	A B	C A	C A	D C	D C	B D	B D

Employees whose work schedule is E, F, G and H shall rotate as follows:

	SUN.	MON.	TUE.	WED.	THU.	FRI.	SAT.
	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>	<u>D N</u>
Week #1	F E	G F	G F	H G	H G	E H	E H
Week #2	F E	F E	G F	G F	H G	H G	E H
Week #3	E H	F E	F E	G F	G F	H G	H G
Week #4:	E H-	E H	F E	F E	G F	G F	H G
Week #5	H G	E H	E H	F E	F E	G F	G F
Week #6	H G	H G	E H	E H	F E	F E	G F
Week #7	G F	H G	H G	E H	E H	F E	F E
Week #8	G F	G F	H G	H G	E H	E H	F E

Employees whose work schedule is I shall work three (3) consecutive days of twelve (12) hours each (7:00 AM to 7:00 PM) followed by three (3) consecutive days off. The shift shall rotate according to the following schedule:

	SUN.	MON.	TUE.	WED.	THU.	FRI.	SAT.
	D	D	D	D	D	D	D
Week #1	1	1	1				1
Week #2	1	1				1	1
Week #3	1				1	1	1
Week #4				1	1	1	
Week #5			1	1	1		
Week #6		1	1	1			

All of the above schedules shall be bid on by department seniority when a vacancy occurs in the schedule. All such bidding shall be submitted in writing to the Fire Chief, and shall be effective for a minimum of one (1) year.

Every full-time fire fighter and officer of the Little Compton Fire Department, with the exception of the Fire Chief, shall work the same number of hours except in cases of emergency.

Section 2.0 - Substitutions

The right to substitute at any time shall be permitted provided that permission to substitute must be obtained from the Fire Chief.

Section 3.0 - Overtime

All hours worked in excess of one's normal work schedule, as set forth in Section 1.0, shall be compensated for at the rate of time and one half (1-1/2). For the first overtime hour any time worked over fifteen (15) minutes and up to one half (1-1/2) hour shall be compensated for as one half (1/2) hour at time and one half (1-1/2). Overtime pay slips for any period shall be submitted to the Town Treasurer by the Fire Chief within five (5) days following the last day of the pay period and shall be paid by the Treasurer within five (5) working days after submission by the Chief.

a) Temporary vacancies not to exceed three (3) months for any one (1) cause shall be filled by full-time fire fighters in order of seniority. In the event there are none available, the Chief may hire a qualified volunteer Fire Fighter/EMT to fill said vacancy. In the event no qualified volunteer Fire Fighter/EMT is available to fill the vacancy, a full-time fire fighter shall be ordered to fill the vacancy in order of reverse seniority.

In order to maintain orderly scheduling practices, the Chief will try to fill all planned vacancies, full or partial, at least one (1) week in advance of said vacancy.

If a vacancy for any one cause exists longer than three (3) months, the Town will have the right to hire a qualified volunteer to fill said shift. Any replacement Fire Fighter/EMT will meet and maintain at least the same qualifications as full-time probationary Fire Fighter/EMT's and shall be remunerated accordingly. This right of the Town shall cease after a six (6) month period. However, prior to returning to full-time personnel coverage, the Town and the Local will discuss said vacancy. If the vacancy is to be filled with full-time personnel, seniority will again prevail.

b) It is agreed that any fire fighter who requests to work on his/her annual leave time shall be paid at his/her regular rate of hourly pay in addition to regular wages due him/her for that time.

c) No fire fighter shall work two consecutive shifts except in an emergency as designated by the Fire Chief. However, this does not prevent the extension of a partial shift by the Fire Chief

d) It is agreed that subject to agreement by the Fire Chief the option to receive compensatory time for any extra duty worked may be had by a fire fighter. Any and all compensatory time agreed to will be compensated at time and one half (1-1/2).

e) Members of the department called back for work shall be compensated for at a minimum of four (4) hours at the rate of time and one half (1-1/2).

ARTICLE VI

Section 1.0 - Uniforms

All fire fighters shall wear at all times a standard uniform. The Town shall pay each member of the Fire Department the sum of \$875.00 per year for a clothing and maintenance allowance, payable \$437.50 on July 15th, and \$437.50 on January 15th, each contract year.

The Town shall provide an initial issue of one (1) dress blue uniform to each fire fighter covered by this Agreement after satisfactory completion of the probationary period. The Town shall also provide an initial issue of one uniform jacket that is compliant to that which is required by the department uniform standard. The Town shall reimburse the cost of said uniform jacket not to exceed two hundred twenty-five dollars (\$225.00), to all employees covered by this Agreement, who currently have said uniform jacket.

Maintenance and replacement of the standard uniform, dress blue uniform, and protective gear shall be the responsibility of each employee except that the Town agrees to reissue standard uniforms and protective clothing and equipment when, upon inspection, said uniform and/or protective clothing and equipment are destroyed or mutilated in the line of duty and said destruction or mutilation is certified by the Chief.

Section 2.0 - Protective Gear

The Town of Little Compton shall purchase and distribute to all of the Fire Fighter/EMT's covered by this Agreement a protective clothing and equipment ensemble that is compliant with all NFPA Standards referenced in NFPA 1500. This ensemble shall consist of, but not be limited to, the following: fire protective coat and trousers with suspenders, fire helmet, nomex hood, flashlight, personal SCBA facemask, leather work gloves, mittens, rubber fire boots with nail-proof innersoles, six (6) inch leather work boots with steel toe and shank, and a nomex wildland fire coat and trousers with suspenders.

ARTICLE VII

Section 1.0 - Calendar Year

For the purpose of this Agreement, the calendar year shall be July 1st through June 30th.

Section 2.0 - Vacations

All members of the Fire Department shall be entitled to take their vacations any time during the calendar year. Vacation preferences shall be assigned on the basis of seniority within each rank. The number of personnel to be on vacation at any one time shall be at the discretion of the Fire Chief

The amount of vacation time to which each member of the Little Compton Fire Department shall be entitled to during the calendar year shall be calculated as follows:

- a) More than six (6) months but less than one (1) year.....4 working days
- b) More than one (1) year, but less than five (5) years.....8 working days
- c) More than live (5) years, but less than ten (10) years.....12 working days

- d) More than ten (10) years, but less than fifteen(15) years.....16 working days
- e) More than fifteen (15) years.....20 working days

Any employee who becomes disabled to the point that he/she is unable to work, through sickness or injury that is not job related, prior to taking his/her vacation, shall be entitled to vacation pay in accordance with the above schedule.

If a fire fighter becomes sick while on vacation, he/she will not be allowed to switch vacation days to sick leave days.

Employees covered by this Agreement shall be allowed to carry over no more than one (1) week of unused annual leave to the following fiscal year. Said unused annual leave that is carried over, shall be lost if not used within that fiscal year.

Section 3.0 - Paid Holidays

The following holidays shall be paid holidays for all members of the Little Compton Fire Department. Holiday pay shall be based on one-quarter (1/4) of the employee's weekly salary, and shall be paid to each employee over and above his/her weekly salary whether he/she works the holiday or not. In order to be eligible for holiday pay, a fire fighter must be on the job, if he/she is scheduled, on the regular scheduled workday before and after the holiday, unless excused by the Town.

- | | |
|--------------------------|-------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Columbus Day |
| Washington's Birthday | Easter |
| RI Independence Day | Armistice Day |
| Memorial Day | Thanksgiving Day, |
| Independence Day | Christmas Day |

All employees who are on duty during the day shift (7:00 a.m. to 5:00 p.m.) on Thanksgiving Day and/or Christmas Day shall receive an extra one-half (1/2) day's pay at the holiday rate. No fire fighter shall use vacation leave on Thanksgiving or Christmas unless he/she has secured his/her own coverage and so notified the Chief.

Section 4.0 - Sick Leave

Sick leave shall be granted at the rate of fifteen (15) working days per year, accumulative to one hundred eighty (180) overall days of sick leave. If sick leave extends beyond five (5) days for any one illness period, the Town may require a doctor's certificate stating the nature of the illness. During the month of July in each year the Town of Little Compton shall publish and dispatch to the members of the Fire Department their present entitlement under this clause. Sick leave pay shall be based upon the employee's regular, straight-time hourly rate of pay and will be paid for the hours which the employee would normally have worked on the day he/she was sick.

Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked, and shall in no event apply to an employee's schedule day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Town. A doctor's certificate or other medical proof satisfactory to the Town may, at the option of the Town, be required of any employee returning from sick leave as proof of such employee's fitness for work. Any employee returning from sick leave may, at

the option of the Town, be required to undergo a physical or mental examination, at the expense of the Town, by a doctor chosen by the Town, as proof of such employee's fitness for work.

a) Reason for sick leave:

1) Personal illness or physical incapacity, not voluntarily caused, contracted outside the line of duty to such an extent as to be rendered unable to perform the duties of his/her present position or some other position in the department if said, fire fighter is found capable of other work by a qualified physician.

2) Attendance upon members of the family within the household of the fire fighter where illness requires the care of such fire fighter for a period not to exceed twenty-four (24) hours (one day). Members of the Little Compton Fire Department can be required to sign an affidavit stating that there is no possible way to make other arrangements. This benefit may not be used by the same member of the Fire Department more than three (3) times during the life of this Agreement, each year.

b) Leave not to be deducted from sick leave:

1) Days of absence due to injuries contracted in the line of duty.

2) Enforced quarantine when established and declared by the Department of Health or a qualified physician for the period of such quarantine only. All members of the Fire Department who are injured or contract an illness in the line of duty shall receive benefits in conformity with Section 45-19-1 of the General Laws of the State of Rhode Island, 1956 as amended.

3) The retirement of permanent members of the Little Compton Fire Department due to disability will be governed by the Town of Little Compton ordinance entitled "Disability Retirement for Full-time Police Officers and Firefighter/EMT's" adopted pursuant to Rhode Island General Law 45-19-19.

c) Sick leave with pay shall not be granted for any sickness resulting from intoxication or use of narcotics, except that sick leave will be granted for treatment of rehabilitation as approved by the Town Council on the same basis as granted for any other illness.

d) A fire fighter must notify the Fire Chief as early as possible, but in no event less than sixty (60) minutes before his/her regular schedule starting time, of his/her intent to use authorized sick leave. If a fire fighter calls in sick from a place other than his/her residence of record, he/she shall furnish such address and phone number to the Fire Chief.

Whenever a member of the Fire Department shall be on sick leave, he/she shall be confined to his/her residence, going to, at, or returning from a doctor's office or at a place that is known to the Fire Chief. However, this shall not apply to any employee who is out for more than three consecutive work days for any physical incapacity or disability.

e) Upon retirement or death, all employees covered by this Agreement having unused accumulated sick leave shall be paid fifty (50%) percent therefore by the Town at the employee's hourly rate of pay at the time of the employee's retirement or death for all of his/her unused accumulated sick days. No part of such payment shall be included in the employee's compensation for the purpose of calculating pension benefits. At their request, employees shall have the option in lieu of cash payment, to apply the same said fifty (50%) percent towards their effective retirement date.

Section 5.0 - Bereavement Leave

The Town of Little Compton hereby agrees that bereavement pay shall be paid as follows with the approval of the Fire Chief. In the event of the death of a permanent full-time fire fighter's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, or anyone living within the fire fighter's household, said fire fighter shall be entitled to leave of absence with full pay of four (4) days.

These four (4) days shall not encompass more than five (5) calendar days. In the case of all other relatives, a leave of absence of one (1) day with pay may be granted. The Chief, at his/her discretion, may grant additional days in extenuating circumstances.

ARTICLE VIII

Section 1.0 - Salaries

a) Salaries for the members of the Little Compton Fire Department to be in effect for the period July 1, 2005 to June 30, 2006 shall be as follows:

Rank	Yearly	Weekly	Hourly	Overtime	Holiday
Captain	\$41,332.17	\$794.85	\$18.93	\$28.40	\$198.71
Lieutenant	\$40,796.82	\$784.55	\$18.68	\$28.02	\$196.14
Firefighter	\$38,883.51	\$747.76	\$17.80	\$26.70	\$186.94
Prob. Firefighter	\$36,491.51	\$701.36	\$16.71	\$25.07	\$175.44

b) Salaries for the members of the Little Compton Fire Department to be in effect for the period July 1, 2006 to June 30, 2007 shall be as follows:

Rank	Yearly	Weekly	Hourly	Overtime	Holiday
Captain	\$42,778.80	\$822.67	\$19.59	\$29.39	\$205.67
Lieutenant	\$42,224.71	\$812.01	\$19.33	\$29.00	\$203.00
Firefighter	\$40,244.43	\$773.93	\$18.43	\$27.65	\$193.48
Prob. Firefighter	\$37,768.71	\$726.32	\$17.29	\$25.94	\$181.58

c) Salaries for the members of the Little Compton Fire Department to be in effect for the period July 1, 2007 to June 30, 2008 shall be as follows:

Rank	Yearly	Weekly	Hourly	Overtime	Holiday
Captain	\$44,276.06	\$851.46	\$20.27	\$30.41	\$212.87
Lieutenant	\$43,702.57	\$840.43	\$20.01	\$30.02	\$210.11
Firefighter	\$41,652.99	\$801.02	\$19.07	\$28.61	\$200.26

Prob. Firefighter \$39,090.61 \$751.74 \$17.90 \$26.85 \$187.94

Section 2.0 - Longevity Supplement

In addition to the above salaries, there shall be paid a longevity supplement. This supplement shall be computed on the basis of the employee's salary for each contract year, and shall be paid in two increments: 1st increment between July 1 - July 15; 2nd increment between January 1 - January 15 of each contract year.

<u>Percentage Annual Salary</u>	<u>Years</u>
3.5%	5 to less than 10 years
4.5%	10 to less than 15 years
5.5%	15 to less than 20 years
6.5%	20 years or over

Section 3.0 - EMT Incentive

An EMT incentive allowance shall be paid to each employee covered by this Agreement who has attained and maintained a license as an Emergency Medical Technician - Cardiac and/or Paramedic. The allowance shall be paid annually by November 15th.

EMT- Cardiac shall receive an annual incentive allowance of \$500.00

EMT - Paramedic shall receive an annual incentive allowance of \$800.00

ARTICLE IX

Section 1.0 - Non-Civic Details

In any case where any member covered by this Agreement is assigned to a detail of a non-civic nature, or where duties of an off-duty fire fighter may be required, the detail shall be paid for by the individual, corporation or organization for whom said member is working. The member so detailed or engaged shall be compensated for minimum of four (4) hours at the rate of time and one-half (1-1/2) the employee's hourly rate of pay.

ARTICLE X

Section 1.0 - Grievances

A grievance is a dispute or difference of opinion raised by an employee, or through Local 3957 IAFF, covered by this Agreement against the Town involving as to him/her or the Local, the meaning, interpretation or application of the express provisions of this Agreement and for suspension, demotion, or termination's except as provided in Article III, Section 1.0, Paragraph (b). For

the purpose of resolving alleged grievances of members of the Little Compton Fire Department arising out of the interpretation of this contract, the following grievance procedure is accepted by the Town and the Union.

a) If the Executive Board of the Union feels that there is justification in a complaint, it shall within five (5) days of the member's knowledge of the occurrence of a grievance by the aggrieved member of the department, appoint a representative to arrange a meeting with the Fire Chief, who shall advise the President of the Town Council of the alleged grievance. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievant and the Union may elect to treat the grievance as, denied at that step, and immediately appeal the grievance to the next step in accordance with the procedure set forth in this Article.

b) In the event that the grievance cannot be satisfactorily settled between the representative of the Union and the Town as aforesaid within twenty-five (25) days the, matter shall be submitted to arbitration as set forth hereinafter.

c) It is expressly understood by the parties hereto that the members of the Little Compton Fire Department shall have no right to engage in any work stoppage, slowdown, or strike.

d) It is agreed that nothing herein shall in any way prohibit the Town from discharging or otherwise disciplining any member of the Fire Department regardless of his/her seniority, for just cause. In the event, that a discharged employee feels that he/she has been unjustly dealt with said employee or the Union with permission of the employee, shall have the right to file a complaint which must be in writing, with the Town within five (5) workdays from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration procedure herein provided. If the complaint is not filed within the time specified, the said discharge shall be deemed absolute.

e) In the event the complaint shall involve suspension of any fire fighter the Town Council shall meet within five (5) days and decide whether or not the suspension should be continued. If the Town Council finds that the suspension should be lifted, the fire fighter shall be reinstated with pay. If the Town Council finds that the suspension should be continued, the fire fighter shall have the right to appeal the suspension in accordance with the provisions of the Collective Bargaining Agreement.

Section 2.0 - Arbitration

a) Within five (5) days from the expiration of the period set forth in Section 1.0, Paragraph (b), the Town and the Union shall appoint an arbitrator to represent them and each shall notify the other of the name so designated by it as its representative.

They shall meet and appoint a third disinterested person within live (5) days who shall act as Chairperson of the Board of Arbitrators. In the event that the two (2) arbitrators cannot agree upon a third disinterested person, they shall request the assignment of an arbitrator by the American Arbitration Association.

b) In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be

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

c) Any decision handed down by the majority of the Arbitration Board shall be final and binding upon the parties hereto.

d) All costs and expenses of the impartial arbitrator shall be shared equally by the parties hereto.

e) Only grievances arising out of the provisions of this contract relative to the application and interpretation thereof and suspension, demotions, and terminations except as provided in Article III, Section 1.0, Paragraph (b), may be submitted to arbitration.

f) The arbitrators shall have no right to add to or subtract from the provisions of this agreement. They shall only consider and make binding an award with respect to the specific issue submitted to him/her in writing by the Town and the Union and shall have no authority to make an award on any other issue not so submitted to him/her. The award shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

ARTICLE XI

Section 1.0 - Time Off For Union Duties

All members of the Little Compton Fire Department who are officers or delegates of IAFF Local 3957 shall be allowed reasonable time off for official union business within the Town of Little Compton with pay and without requirement to make up said time. All members of the Little Compton Fire Department who are officers of International Association of Fire Fighters Local 3957 shall be allowed time off with pay to attend all meetings of the Rhode Island State Association of Fire Fighters up to a maximum of two days per year.

Section 2.0 - Union Bulletin Board and Filing Cabinet

The Town agrees to provide adequate accessible space for, and allow the Union to maintain a bulletin board and filing cabinet in an accessible area of the fire station, for the exclusive use by the Union.

ARTICLE XII

Section 1.0 - Pension Plan

All permanent members of the Little Compton Fire Department are included in the Town Pension Plan.

a) Effective July 1, 1992, the present retirement plan shall allow employees to retire after twenty-five (25) years of service at fifty (50%) percent of their highest annual salary regardless of age.

b) Effective July 1, 1997 employees shall receive an additional two (2%) percent per year for each year of service between the twenty-fifth (25th) and thirtieth (30th) years of service for a maximum of sixty (60%) percent of their highest annual salary.

Annual salary is defined as the basic rate of annual earnings during each fiscal year as set forth in Article VIII, Sections 1, 2, and 3. In determining annual salary, no credit shall be given for overtime or any other payment that is not part of the employee's base salary.

c) Effective July 1, 1997, employees shall no longer make contributions to the Town of Little Compton Pension Plan.

d) Effective July 2, 1993 the Town shall amend the Pension Plan to permit a member of Local 3957 to be elected as a representative to the Pension Committee.

e) The retirement of permanent members of the Little Compton Fire Department due to disability will be governed by the Town of Little Compton ordinance entitled "Disability Retirement for Full-time Police Officers and Firefighter/EMT's" adopted pursuant to Rhode Island General Law 45-19-19.

f) Effective July 1, 2000, the monthly retirement benefit of a Participant who has retired and is receiving his/her monthly benefit on July 1, 2000, shall be increased, annually by two percent (2%) as of July 1 of each year to reflect a cost of living increase. The monthly retirement benefit of each Participant who retires after July 1, 2000 and is receiving his/her monthly benefit shall be increased annually by two percent (2%) as of each anniversary of the Participant's retirement date, commencing with the first anniversary of his/her retirement date, to reflect a cost of living increase.

g) Employees covered by this Agreement shall be permitted to enroll in the Deferred Compensation ("457") Plan offered by the Town or the IAFF Financial Corporation

Section 2.0 - Benefits

All permanent members who are full-time employees of the Little Compton Fire Department, will receive fully paid Blue Cross, Blue Shield and Major Medical (\$1,000,000.00 Limit) benefits (Family Plan or Individual as may be needed) plus Delta Dental Plan Levels I, II, and IV for the individual or family as may be needed. On July 1st the Town will pay to the Union (IAFF Local 3957) the sum of one thousand eighty-eight dollars and sixty-four cents (\$1,088.64) for the purpose of the Union providing their own life insurance for their members.

The Town agrees to assume and pay the full cost of SCRIP Pre-Paid Prescription Twenty (20%) Percent Co-Pay Rider for the individual or family as may be needed.

All fire fighters who retire from the Fire Department will receive medical health insurance on the same level received by the other full-time members who are full-time employees of the Little Compton Fire Department until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs. If a fire fighter receives such insurance under a policy held by a spouse, the Town of Little Compton shall not be required to purchase said insurance for the retired fire fighter.

The Town shall provide a Dental Plan, Family or Individual as may be needed for members of the Little Compton Fire Department, the same as received by other Town employees.

The Town shall have the option of providing health and dental insurance through a health insurance provider other than Blue Cross/Blue Shield or Delta Dental provided that the benefits provided by said health insurance provider are equal to the benefits required by this Section and the administrative aspects of the alternate plan to the employee are comparable.

Effective July 1, 2005 All members will agree to receive as their healthcare coverage, Blue Cross Blue Shield of Rhode Island Health Mate Coast to Coast. Health Mate number 1734 Group number 5c15.

Section 3.0 - Health Insurance Co-Share

- a) Effective July 1, 2005 members shall pay 2% of annual salary as a co-share for healthcare insurance. Member contributions for the co-share shall be on a pre-tax basis from the bi-weekly pay of active duty members, ONLY.
- b) Effective July 1, 2006 members shall pay 2.2% of annual salary as a co-share for healthcare insurance. Member contributions for the co-share shall be on a pre-tax basis from the bi-weekly pay of active duty members, ONLY.
- c) Effective July 1, 2007 members shall pay 2.4% of annual salary as a co-share for healthcare insurance. Member contributions for the co-share shall be on a pre-tax basis from the bi-weekly pay of active duty members, ONLY

ARTICLE XIII

Section 1.0 - Pay Periods

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

ARTICLE XIV

Section 1.0 - Town Reimbursement For Continuing Education

The Town shall reimburse employees covered by this Agreement for expenses related to continuing education, including but not limited to: seminars, college courses related to a Fire Science degree program, fire fighter training and EMT courses. Only those continuing education courses, seminars, etc. that have been approved by the Chief of the Department will be eligible for expense reimbursement. Expense reimbursement shall be for attendance fees, textbooks, and all other required material and shall be processed for payment upon the verification of a passing grade or certificate of completion.

Any employee covered by this Agreement who needs time off from their work schedule to attend continuing education courses shall be allowed such time off, with the approval of the Chief of the Fire Department, without being required to make up said time off. Upon their request, all employees covered by this

Agreement shall be allowed to attend an NFPA 1001 (Fire Fighter I) training course after they have completed their probationary period. This course shall be offered to them for the next available class when it becomes available in the Newport County area.

ARTICLE XV

Section 1.0 - Pension Study Committee

The Town and the Local shall jointly form a Pension Study Committee to hold a minimum of four (4) meetings to discuss and explore options and associated costs aimed at improving the present Pension Plan available for Fire Department members.

This task shall be accomplished by convening an organizational meeting, by September 30, 2003, of a four (4) member committee consisting of two (2) members appointed by the Town Council President and two (2) members appointed by the Union President.

This committee shall be provided with, among other material that may be requested, a copy of the current Pension Fund report and any and all actuarially derived or requested cost projections that may be made, from time to time, by the members of the Committee.

This Committee shall be charged with filing a written report of its findings no later than January 31, 2004. The Committee shall make such report available to the Town and the Union.

Section 2.0 - Healthcare Insurance Study Committee

The Town and the Local shall jointly form a Healthcare Study Committee to hold a minimum of four (4) meetings to discuss and explore options and associated costs aimed at maintaining the present healthcare insurance benefits available to Fire Department members.

This task shall be accomplished by convening an organizational meeting, by September 30, 2003, of a four (4) member committee consisting of two (2) members appointed by the Town Council President and two (2) members appointed by the Union President.

This Committee shall study all aspects associated with maintaining the current benefit levels at the most economical cost for the Town and Local members.

This Committee shall be charged with filing a written report of its findings no later than January 31, 2004. The Committee shall make such report available to the Town and the Union.

ARTICLE XVI

Section 1.0 - Severability of Provisions

If any provisions of this Agreement or application thereof to any person or circumstances is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances other than those to which is held invalid, shall not be effected thereby.

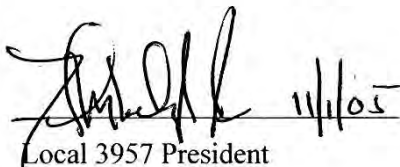
ARTICLE XVII

Section 1.0 - Duration Of This Agreement

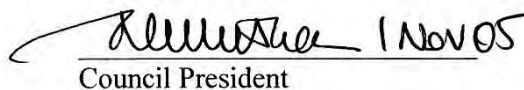
All provisions of this Agreement shall go into effect on July 1, 2005, and extend to June 30, 2008, and thereafter remain in effect from year to year unless either party hereto at least one hundred twenty (120) days prior to the last day in which money can be appropriated by said Town gives written notice to the other party of its intention to terminate or amend this Agreement.

IN WITNESS WHEREOF, The said Town of Little Compton has caused this instrument to be executed and its corporate seal affixed by the Town Council President thereunto duly authorized by the Town Council of the Town of Little Compton as of the day and year first above written, and the said Local 3957 IAFF has caused this instrument to be signed by its Union Representative and Local Union President thereunto duly authorized as of the day and year first above written.

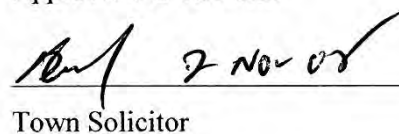

IAFF Representative

 11/1/05
Local 3957 President

Town of Little Compton


Council President

Approved As To Form

 2 Nov 05
Town Solicitor