

EAST GREENWICH FIRE DISTRICT

AND

**EAST GREENWICH FIREFIGHTERS
ASSOCIATION
LOCAL 3328**

PERSONNEL POLICIES AND CONTRACTUAL AGREEMENT

July 1, 2010

To

June 30, 2013

SECTION 1 AGREEMENT

1-1 Pursuant to the provisions of Title 28, Chapters 7 and 9 of the Public Laws of the State of Rhode Island, this agreement is made and entered into this _____ day of January, 2011 A.D., by and between the East Greenwich Fire District and the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO.


1-2 The East Greenwich Fire District recognizes the East Greenwich Fire Fighters Association Local 3328, International Association of Fire Fighters, AFL-CIO as the exclusive bargaining agent for all permanent employees of the East Greenwich Fire District excepting the Chief and Deputy Chief of the Department.

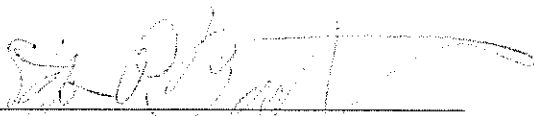
1-3 This agreement shall be for a term of three (3) years, commencing July 1, 2010 and ending June 30, 2013.

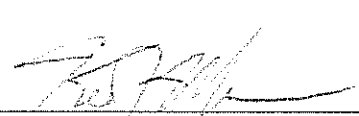
EAST GREENWICH FIRE DISTRICT

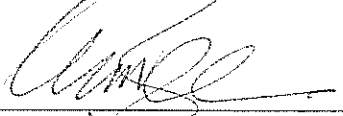
EAST GREENWICH FIREFIGHTERS
LOCAL 3328, I.A.F.F. AFL-CIO

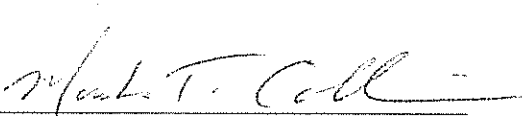
BY: 
Chairperson

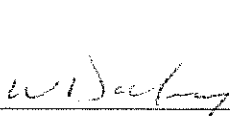
BY: 
President


Commissioner

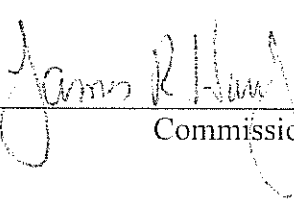

Vice President


Commissioner


Secretary/Treasurer


Commissioner


Executive Board Member


Commissioner


Executive Board Member

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SECTION 3 DEFINITIONS

ADMINISTRATIVE POSITION: Any position, which is usually staffed only during normal business hours on Monday through Friday, holidays excluded. Present administrative positions are: "Fire Marshal", "Chief Clerk", and "Administrative Assistant".

APPOINTMENT: The designation of a person, by due authority, to become an employee in the position, and his/her induction into employment in such position.

BOARD: The Board of Fire Commissioners of the East Greenwich Fire District.

CALL BACK: Time spent, in excess of the normally assigned work hours, after having left the premises of the employer.

CHIEF: The duly appointed Chief of the East Greenwich Fire District or any of the duly appointed Deputy Fire Chiefs of the District in accordance with the Charter and By-Laws of said District.

COLLATERAL DUTIES: Any duties performed by any employee other than normally assigned duties, other than during his/her normally scheduled work period. Examples of collateral duties include Training, Communications Division, Fire Prevention Bureau assistance, EMS Coordinator, Safety Officer, Haz-Mat Officer, and Health and Wellness Coordinator.

COMPENSATORY TIME: Time off, during normally scheduled work hours granted in lieu of monetary compensation for overtime or call back consistent with legal requirements.

DAY: Any one of the calendar days in a month.

DISTRICT: The East Greenwich Fire District as described in the Charter, as amended, incorporating the same.

ELIGIBILITY LIST: A list of names of persons who have been found qualified through suitable tests or through reinstatement for employment.

ELIGIBILITY LIST (CAPTAIN): A list of names of employees who have passed the promotional list for Captain.

ELIGIBILITY LIST (LIEUTENANT): A list of names of employees who have passed the promotional exam for Lieutenant.

FULL TIME EMPLOYEE: Any member of the District whose regular work schedule as described in section 36 or 51 of this agreement exceeds an annual average of thirty (30) hours per week.

GENDER: Every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

GRIEVANCE: Any unresolved question or dispute regarding conditions of employment.

IMMEDIATE FAMILY: Includes spouse, son, daughter, brother, sister, parent, grandparent, grandchild, half-brother or sister, and legal guardian or other person who stands in the place of a parent.

OVERTIME: Time, other than call back, during which a full-time employee is on duty, working for the District in excess of regularly scheduled work hours as calculated in section 36 or 51 of this agreement. Overtime applies only to that time authorized to be worked by the appointing authority in accordance with the provisions of this agreement.

PAY PERIOD: A two-week period beginning on a Sunday at 0700 and ending on a Sunday at 0700.

PAY RANGE: The minimum and maximum pay rates, together with the intermediate rates, if any, established for a position.

PAY STEP: Each of the regular increments in a pay range.

PERMANENT STATUS: The rights and privileges granted to an employee who has been appointed to a position after certification from an eligibility list or as otherwise provided by this agreement, and completion of probation.

POSITION: Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time or occupied full-time.

RESIGNATION: The voluntary termination of employment by an employee.

RETIREMENT BASE PAY: Base pay for retirement purposes shall include hourly wage, e.t. incentive pay, longevity pay, holiday pay, and school incentive pay.

SENIORITY: The status attained by length of continuous employment with the District.

SICK LEAVE: Time off, without loss of pay, granted under the provisions of section 15 of this agreement.

TRAINEE: All individuals who have been accepted as an employee by the East Greenwich Fire District while serving a six (6) week training period. This training period can be lengthened by the Chief for up to an additional two (2) weeks if, in the opinion of the Chief a particular trainee requires additional training. Trainees shall be paid 75% of a Probationary Fire Fighter pay and receive only health and life insurance while a trainee.

VACANCY: A vacancy exists when there is a budget appropriation for the position, and when no person holds or claims to hold the position. All existing Administrative Positions covered by

this Agreement shall be filled within ninety (90) days of being vacated unless mutually agreed upon by Local and the District or unless the District has good cause for extending beyond ninety (90) days.

VACATION DAY: One (1) ten (10) hour day shift, or one (1) fourteen (14) hour night shift for those employees assigned to the four platoon system; One (1) regular work day for those employees assigned to administrative positions.

VACATION WEEK: Two (2) day shifts and two (2) night shifts or any combination thereof totaling four (4) shifts (but not more than 48 hours total) for those employees assigned to the four platoon system; Five (5) regular work days for those employees assigned to administrative positions.

WORK DAY: A ten (10) hour day shift or a fourteen (14) hour night shift for those employees assigned to the four platoon system; An eight (8) hour work period for those employees assigned to the Fire Marshal position ; a seven (7) hour work period for those employees assigned to the Chief Clerk position and the eight (8) hour work period for the employees assigned to the Administrative Assistant position. All of the above shall be in accordance with section 36 or 51 of this agreement.

SECTION 4 MANAGEMENT RIGHTS

4-1 The District retains all the powers and rights to:

- a. Direct said employees in the performance of their duties.
- b. Determine the mission of the Fire District and the personnel, methods, means and procedures necessary to most efficiently fulfill that mission.
- c. Determine the size and composition of the work force.
- d. Suspend, discipline or discharge employees for just cause.
- e. Lay off employees.
- f. Take actions as may be necessary to carry out the mission of the District in emergencies.
- g. Hire, schedule, promote, demote, transfer and assign employees in accordance with the applicable sections of this agreement.
- h. Recruit, select, and determine the qualifications and characteristics of employees in accordance with the applicable sections of this agreement.
- i. Train or retrain employees.

- j. Temporary transfers for training purposes shall not exceed thirty (30) workdays per contract year.

SECTION 5 NO STRIKE CLAUSE

5-1 Since employees provide a service to the public whose interruption in many instances may be detrimental to public safety, no employee shall engage in any work stoppage, slowdown, or strike. Any employee engaging in such work stoppage, slowdown or strike shall be subject to immediate dismissal by the Board without any rights to any of the benefits provided by this agreement.

SECTION 6 DUTIES & RESPONSIBILITIES

6-1 The duties and responsibilities of employees assigned to the four platoon system shall be as described below:

- a. Prevention, control and extinguishment of fires within the Fire District, and shall also include Alarm Operators, Fire Prevention, Fire Communications, Emergency Medical Services ("EMS") and Clerks together with the necessary administrative service functions presently conducted by the Fire District and as set forth in the rules and regulations adopted by the District for the management of the Fire District.
- b. Cleans and performs routine preventive maintenance and inspections of emergency apparatus and/or equipment; Performs routine cleaning of facilities and apparatus. Maintains accurate records, forms and incident reports as directed.
- c. Performs such other and further legitimate duties as prescribed by the Chief of the District.
- d. As of July 1, 2010 the District shall be permitted to transfer to the City of Warwick all or any portion of the District's dispatching requirements in connection with the delivery of fire and rescue services within the boundaries of the District. The District retains the right to reinstate all or any portion of the dispatching requirements within the District as well as the right to privatize dispatching within the District either by contracting with an independent third party or by hiring employees who will work for the District. In the event this second option happens, employees hired for the fire communication services shall fall under the existing CBA in effect between the East Greenwich Fire District and the East Greenwich Firefighters Association Local 3328 except as shall be modified by the Privatization.

6-2 The duties and responsibilities of Captains shall be:

- a. Captains shall have full control of the paid professional firefighters (members of the four platoon system) under their supervision and the apparatus and equipment

therein contained, and shall report to the Chief of the Department at once any damage, which their apparatus or any part of it, or furniture may have sustained.

- b. They shall have full charge of their personnel and apparatus at all alarms to which they respond and will be responsible for the conduct of personnel under them at all times.
- c. They shall be responsible for the completion of all daily apparatus & equipment checks by 0830 hours and house cleaning chores as required. They shall see that the beds are properly aired and made up at 0900 hours each morning in an approved manner.
- d. They shall read all general and specific orders and SOG's and see that every member assigned to the station becomes familiar with the same. They shall have immediate command of their personnel; and be directly responsible for its discipline and condition; and also for the proper care of the apparatus and other equipment in his/her charge; assume command at fires or other emergencies when he/she is the first to arrive and exercise command and control until relieved by a superior officer or until the incident is terminated.
- e. The Captain shall report in writing to the Chief of the Department all accidents that may occur, giving, if possible, the names of persons by whom the facts in the case can be proven. Accidents to personnel and any missed run to any alarm or other emergency shall be reported in like manner.
- f. They shall see that all of the apparatus under their command whether in service or not, is kept in proper condition and ready for immediate use. In case any apparatus in his/her care is at any time in need of repairs, such fact shall be immediately reported to the Chief of the Department.
- g. They shall assign each member of their shift to perform such portions of work at stations quarters as he/she may consider proper, being careful to apportion to each member as equal a share as possible.
- h. The Captain shall report in writing to the Chief of the Department any incapacity, neglect of duty, insolence, disobedience of orders, inefficiency or violation of District rules, regulation or order on the part of any member of which he/she may have knowledge.
- i. They shall see that electricity and fuel are used with economy and that lights are not burned in stations when unnecessary and shall be held responsible for any waste of either fuel, electricity or water.
- j. They shall conduct themselves in an exemplary manner at all times since his/her example will determine the pattern followed by the personnel in his/her charge.

- k. They shall be responsible for all records and reports of all incidents to which they respond, prior to the end of their shift.
- l. They shall in cooperation with the District Training Officer conduct or assist the training officer in conducting District training and drill from time to time.
- m. The Captains shall perform such other and further legitimate duties as the Chief of the Department may determine.
- n. When the Chief and/or Deputy Chief(s) are not present at the scene of an emergency, the permanent captain shall be in command of the emergency until such time as the Chief and/or Deputy Chief(s) arrive at the scene.
- o. There shall be no out of rank pay for those filling in as a Captain.

6-3 The duties and responsibilities of Lieutenants shall be:

- a. Lieutenants shall have the same duties and responsibilities as described above for Captains.
- b. The lieutenants shall perform such other and further legitimate duties as the Chief of the Department may determine.
- c. When the Chief, Deputy Chief(s) and Captain(s) are not present at the scene of an emergency, the permanent lieutenant shall be in command of the emergency until such time as the Chief, Deputy Chief(s) or Captain(s) shall arrive at the scene.
- d. Members of the East Greenwich Fire District, up to the rank of Lieutenant who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at out of rank pay which shall be the hourly rate of the officer for whom said member is assuming the responsibilities for. In the case of a firefighter who assumes command of a platoon in the absence of a Captain, he shall be compensated at the rate paid a Lieutenant.

In the event no officer is working on a particular platoon, for whatever reason, such responsibilities shall be assumed at once by the highest ranked on duty firefighter on the promotional list. If there are not any on duty firefighters who are on the promotional list then the firefighter on duty with the most amount of seniority will assume those responsibilities.

SECTION 7 COLLATERAL DUTIES

7-1 Employees who perform collateral duties for the District shall be considered to be on duty, in the employ of the District and shall be subject to the same rights, benefits and other aspects of this agreement as well as any statutes relating to employment as he would if he were on duty working his normally assigned shift.

7-2 Employees performing collateral duties shall be compensated at a rate of pay as determined by the District. Effective June 1, 2005 the rate of pay shall be \$24.00/hour. This compensation shall be paid to the employee on the payday which reflects the pay period in which the duties were actually performed, providing a request for payment is properly submitted.

7-3 Effective July 1, 2010 the position of Collateral Duty Supervisor shall be instituted. These supervisors shall possess extra levels of skill, training and education in certain fields which are associated with collateral duties. The Chief shall maintain a list of collateral duties eligible for supervisory positions and select each supervisor annually in the first week of January from qualified individuals who make application. Examples of positions the Chief may maintain include the following: Emergency Management Services Coordinator, Training Officer, Safety Officer, Dive Team Leader and Hazmat Officer. (The title "Officer" as used herein does not signify rank and the term "position" does not signify a station of employment). The supervisors shall be responsible for planning, directing and overseeing the collateral duty projects prescribed by the Chief. The rate of pay shall be \$26.00/hour. This compensation shall be paid to the employee on the payday which reflects the pay period in which the duties were actually performed, providing a request for payment is properly submitted.

SECTION 8 LAYOFFS

8-1 When required due to lack of funds or lack of work, employees shall be laid off and recalled in inverse order of seniority.

SECTION 9 PROBATION PERIOD

9-1 Every employee appointed to a position in the service of the East Greenwich Fire District shall be required to complete a probation period of twelve (12) months before obtaining permanent status.

9-2 An employee may be dismissed at any time during the probation period when, in the judgment of the Chief and the Board, the quality of his work is not such as to merit continuation of employment.

SECTION 10 APPOINTMENTS

10-1 Appointments to newly established positions or appointments to vacant positions, with the exception of the position of Chief and Deputy Chief, shall be offered to present employees of the District, providing they are qualified for the position being filled.

10-2 Should more than one employee be equally qualified, the most senior employee shall be offered the position first. However, if no employee accepts appointment to the position being offered, appointments shall be made from an appropriate eligibility list in accordance with section 11 of this agreement entitled "new employees".

10-3 Effective June 1, 2005, based upon the current level of personnel and management's rights contained in Section 4 and 4-1, the staffing of the District shall consist of two officers and four professional firefighters assigned to Station One and two professional firefighters and one

officer assigned to Station Two for a total of nine per platoon. Effective upon the full time transfer of dispatching services to the City of Warwick, the staffing of the District shall be changed and shall then consist of two officers and three professional firefighters assigned to Station One and two officers and two firefighters assigned to Station Two for a total of nine per platoon. See Section 61 "Chain of Command" for structure before and after transfer. One of the professional firefighter positions on each of the four platoons shall be a "floater" and shall be subject to the provisions of the mutually agreed upon fill-in procedures between the Fire District and the Local.

10-4 The provisions of Section 10 shall not apply to Collateral Duty Supervisor positions.

SECTION 11 NEW EMPLOYEES

11-1 The District shall maintain an eligibility list for the existing position of professional firefighter within the District, consisting of a pool of eligible candidates who have been determined to be qualified for future employment by the District. The foregoing shall not be construed so that the District will use the pool of eligible candidates for filling temporary vacancies where permanent employees of the District are available for the filling of such vacancies.

11-2 All employees hired for the position of professional firefighter shall meet and maintain the following minimum qualifications:

- a. Be a citizen of the United States of America or have applied for citizenship.
- b. Pass a physical examination, by a physician chosen by and paid for by said District.
- c. Be within the legal age of employment.
- d. Be a licensed R.I. EMT-C or higher.
- e. Maintain R.I. EMT-C certification during employment.
- f. Successfully complete an evaluation of a criminal and motor vehicle history.
- g. Have a Rhode Island Drivers License.
- h. Maintain the level of health and fitness necessary for the performance of the "Essential Job Functions" of a firefighter as adopted by the District on April 22, 2010.
- i. Hiring shall be at the sole prerogative of the Board of Fire Commissioners.

11-3 Subject to Federal and State employment law, the children of a deceased East Greenwich firefighter/EMT killed in the line of duty who are named on the District's eligibility list, shall be first offered the next vacancy for the position of professional firefighter in the event no present Employees are appointed to the position under Section 10-1.

SECTION 12 PROMOTIONS

12-1 The District agrees that all promotions to positions of a supervisory nature in the same job classification shall be made in accordance with the provisions of section 12-2 through section 12-13 of this agreement. The District and Local agree that Sections 12-5, 12-6 and 12-12 below have been modified pursuant to a Memorandum of Understanding dated March 26, 2009 which is incorporated herein by reference.

12-2 All promotions shall be made from presently employed personnel, based on the results of competitive examinations and seniority.

12-3 Except, as hereinafter provided, promotional eligibility shall remain in effect for a period of three (3) years from the date of their establishment. All promotions shall be made from the top employee on the promotional list. In the event circumstances require a promotional test be given earlier than the established expiration date of an existing list this will be done only after the District and the Local agree to do so.

12-4 At least three (3) months prior to any promotional examination, notice of such examination shall be posted on the District bulletin board of each station. Such notice shall contain, among other information, the source of materials from which the written examination will be taken.

12-5 One copy of all source material shall be provided for each fire station for the use of the employees in that station preparing to take such examination. Effective June 1, 1999 the cost of any additional new source materials shall be borne equally between the District and Local 3328. Effective June 1, 2002 the Promotional testing material shall consist of the RI EMS Protocols current edition, EGFD Fire Ground S.O.G.s, Present Labor Agreement, the current edition IFSTA company officer, and the current IFSTA Essentials edition. Additionally, the current standards of CPR-American Heart Association.

12-6 The written portion of any promotional examination shall consist of either " multi-choice", "true-or-false", or "fill-in-the-blank" questions, or any combination thereof. No such examination shall consist of "essay-type" questions, nor shall there be an oral examination for the position of Lieutenant or Captain. The minimum passing grade shall be sixty-five percent (65%). The written portion shall be corrected in the presence of the member, and a representative of Local 3328, immediately after completion if permitted by the testing agency.

12-7 The names of the three (3) individuals receiving the top score on any promotional examination shall be posted in all stations of the District, showing the scores received. All employees who took the examination and who placed below the top three (3) scores shall be listed in the order of their total score. All employees who have taken the exam shall be allowed to see their corrected examination and the score of all employees who finished above them in the particular promotional exam.

12-8 No employee shall be eligible to take the examination for a promotion to lieutenant until such employee has served as a full-time professional firefighter for the District for a period of at least four (4) years, unless mutually agreed to by the District and the Local.

12-9 No employee shall be eligible to take the examination for a promotion to captain until such employee has served as a full time Lieutenant for a period of at least two (2) years. In the event that there are not enough Lieutenants to take the promotional examination for Captain, then the examination will be opened to all Lieutenants with one (1) year in rank for the District.

12-10 All promotional examinations shall be provided by a recognized testing organization chosen by the District after consultation with the Local. The testing organization shall be required, if possible, to provide an answer key for correcting the examination.

12-11 All positions shall be filled from the appropriate promotional list within twenty (20) days after the vacancy occurs.

12-12 a. All employees of the District taking promotional exams for the position of Captain or Lieutenant shall receive one half of one point (1/2) for every completed year in the East Greenwich Fire District as a permanent professional firefighter. All seniority points shall be added to the employee's score of the written exam. Additionally, all employees of the District shall have added to the employee's score on the written portion one (1) point for every successfully completed college level accredited Fire Science "core" class. These points shall only be added if the employee scores a minimum of 70% on the written portion, up to a maximum of five (5) points. Proof of school points shall be submitted to the Chief of the District for approval 10 days prior to the date of the examination.

b. Employees of the District taking the promotional exams for the position of Captain or Lieutenant who pass the exam with a score of 70 shall also be eligible for the following points:

- (i) EMS Points. The successful completion of any EMS class or Seminar approved by the Fire District shall grant the professional firefighter 1/4 point with a cumulative cap of 2 points.
- (ii) Instructor Points. Any professional firefighter who successfully completes the teaching or instruction of an approved training program or subject, to the entire four platoon system shall be granted 1/4 point with a cumulative cap of 2 points.
- (iii) Non-College Education Points. All professional firefighters shall have added to the firefighter's score on the written portion, 1/4 point (with a cumulative of 2 points) for every certificate of completion or attendance at a National Fire Academy or Rhode Island Fire Academy class or course.

12-13 Every officer who is appointed shall serve a six (6) month probationary period commencing upon the date of appointment. No employee shall be removed from the officer's position without just cause.

SECTION 13 SENIORITY

13-1 Seniority of full-time employees shall be computed from the date of original appointment unless an employee has been out of the employ of the District for over one (1) year (leave of absence not included), in which event, seniority shall be computed from the latest date of

employment by the District. In the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). The District shall maintain a seniority list of all employees and shall furnish a copy of the list to the EGFFA during the first week of November of each year.

13-2 Employees shall be allowed to select station assignments and platoon assignments based on seniority. Employees may exercise their right to select station and platoon assignments in accordance with Section 13-3 of this agreement whenever a vacancy occurs or whenever additional professional firefighter positions are added to the District.

Seniority for officers shall be computed from the date the officer was appointed to that position, for the purpose of bidding for a vacant position only. In all instances, in the event that more than one employee is appointed on the same date, the employee appearing in the highest order on the eligibility list shall be senior to the other(s). A coin toss shall break any further tie.

13-3 When a vacancy occurs on the four platoon system, or when new professional firefighter positions are added, the District shall within five (5) days of the vacancy post a notice of the vacancy on the District bulletin boards at both fire stations. Within ten (10) days of posting of the vacancy, the President of the East Greenwich Firefighters Association shall designate a date, time and place for the purpose of convening a bid session for the vacancy and any subsequent vacancies which occur during that bid session. The Secretary shall notify all members of the time, date and place of the bid session. The collective bargaining committee shall convene the bid session and ensure that the vacancy or vacancies are properly filled in accordance with seniority. Within five (5) days of the vacancy bid, Local #3328 shall notify the Chief of the outcome of said bid. Transfers to any new station or platoon assignments shall be made no later than 30 days following completion of the bid session.

In addition to the vacancy bid, an annual bid shall be held during the first week of November each year for a voluntary bidding. These transfers would go into effect after January 1st and be completed by January 15. Within five (5) days of the Annual Bid, Local #3328 shall notify the Chief of the outcome of said bid.

If the place selected for the bid session is other than a Station of the District the bid session shall be free of alcohol at all times.

13-4 Selections made during the bid session shall be allowed providing that they do not adversely affect the following minimum assignment qualifications:

- a. Each of the four platoons shall have permanently assigned, no more than four (4) probationary firefighters. Two (2) at Station One and two (2) at Station Two.

13-5 The District and the Association agree that the requirements listed in section 13-4 apply only to the permanent assignment of personnel and that at various times these requirements, on a temporary basis will not always be met by the District or the Local.

13-6 Members of the four platoon system who shall at any time voluntarily elect to change platoons, when such change is permissible under the terms and conditions of this Agreement, shall be responsible to work all hours necessary to effectuate the change without any financial cost to the District.

SECTION 14 VACATIONS

14-1 All full-time employees shall be granted vacation in accordance with the following schedule on their anniversary date:

- a. Upon completion of one (1) year of employment and through two (2) years of employment
Four Days (4).
- b. Upon completion of two (2) years of employment and through five (5) years of employment
Eight Days (8).
- c. Upon completion of five (5) years of employment and through ten (10) years of employment
Twelve Days (12).
- d. Upon completion of ten (10) years of employment and through fifteen (15) years of employment
Sixteen Days (16).
- e. Upon completion of fifteen (15) years of employment and through twenty one (21) years of employment
Twenty Days (20).
- f. Upon completion of twenty one (21) years of employment
Twenty Four Days (24)

14-2 Employees assigned to the four platoon system shall be allowed to select vacation time at an annual vacation pick. However, no more than two members of the four platoon system shall be allowed to be on vacation on the same day except on the Christmas Eve day and night shifts and the day and night shifts of December 25 when three members shall be allowed vacation simultaneously.

14-3 In recognition of the fact that unusual or emergency situations may arise which might leave the District shorthanded during vacation periods, the parties thereto agree that the Chief shall have the right under such circumstances and emergencies to cancel an employee's vacation by seniority, but shall reschedule such vacation at some other time agreeable to the employee involved.

14-4 When selecting vacation time, choice of vacations on each platoon shall be made by seniority by date of hire.

14-5 Unused vacation hours may be accrued for a maximum of two (2) years, in addition to the current year's allotment. Unused vacation days in excess of the foregoing accrual shall be forfeited. Upon retirement, disability, death or voluntary resignation from the District, the District shall pay the full amount of accrued, unused vacation hours to the employee or in the event of his death, to the estate of the employee. This amount shall be determined by multiplying the number of accrued, unused vacation days times the current hourly rate of pay which the employee would be receiving if he were to continue in the employ of the District. Accordingly a vacation day is equal to twelve (12) hours.

14-6 Employees who are on vacation status who become sick or are injured may change their status from "on vacation" to "on sick leave". The employee shall report the change in status to

the Administrative Assistant who shall notify the officer in charge who shall indicate the change in the daily log. If the Administrative Assistant shall not be working the report shall be made to the officer in charge.

14-7 Unless mutually agreed upon no vacation leave shall be credited or taken in advance.

SECTION 15 SICK LEAVE

15-1 Verification of illness may be required after two (2) consecutive working days and at the discretion of the Chief.

15-2 Except as set forth below in Section 15-3, all full-time employees assigned to the four platoon system shall earn sick time at a rate of fourteen (14) hours per month of employment with the District.

15-3 All full time employees hired after July 1, 2010 who are assigned to the four platoon system shall earn sick time at a rate of ten (10) hours per month of employment with the District. The accumulation of sick time shall be governed by the provisions below:

- a. At the end of each year the District shall pay the employee for one-half of the employee's accumulated unused sick leave hours. Payment shall be made on the first pay day occurring in July of each year and shall be based upon the employee's hourly rate of pay as of July 1, of that year. The remaining one-half of the employee's accumulated unused sick leave hours shall be credited to an extended sick leave bank for use as sick leave as the use of sick leave is permitted under this Agreement.

15-4 These hours may be accumulated from year to year. Commencing on May 31, 1989 and each May 31 thereafter, all full-time employees shall be paid for unused, accrued sick leave in accordance with the following schedule:

15-5 Amount of payment:

- a. **LESS THAN 600 HOURS ACCRUED:** Any full-time employee who, as of May 31, of each year has a sick leave account of less than 600 hours shall not be eligible to receive payment for unused sick leave.
- b. **600 to 850 HOURS ACCRUED:** Any full-time employee who, as of May 31, of each year, has a sick leave account between 600 and 850 hours, shall be paid for eighty-four (84) of those hours. Those 84 hours shall then be deducted from the employees sick leave account. Payment shall be made on the first payday occurring in June of each year and shall be based on the employee's hourly rate of pay as of May 31, of that year.
- c. **More that 850 HOURS ACCRUED:** Any employee who, as of May 31, of each year, has a sick leave account greater than 850 hours, shall be paid for one hundred-thirty-two (132) of those hours. Those 132 hours shall then be deducted from the employees sick leave account. Payment shall be made on the first payday occurring in June of each year and shall be based on the employee's hourly rate of

pay as of May 31, of that year.

15-6 Upon retirement, disability or death, Employees shall be entitled to recover up to 816 hours of accrued and unused sick leave benefits, and be paid by the District a lump sum payment for such hours at a rate of pay equal to 50% of the Employee's hourly rate of pay.

15-7 All full-time employees who are out sick and are eligible to collect T.D.I., sick leave payments, or insurance compensation, may collect all three at the same time.

15-8 Unless mutually agreed upon no sick leave shall be credited or taken in advance.

SECTION 16 MILITARY LEAVE

16-1 Full-time employees who are members of the Rhode Island National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves shall be granted military leave of absence with pay, in addition to vacation leave, when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period of not more than twenty-one (21) consecutive days during each calendar year. Excepting and providing that when the Chief Executive Officer of the State of Rhode Island or the Chief Executive Officer of the United States of America declares that a state of emergency exists then, in that event, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period or periods, whether or not consecutive, not to exceed twenty-one (21) days during each calendar year. An employee shall be paid his regular salary for the period of time so served less whatever amount such employee may receive as military pay.

SECTION 17 PERSONAL LEAVE

17-1 All full-time employees shall be granted time off with pay, not to exceed two (2) working days per year. This leave shall be reported as "Personal Leave".

17-2 The members of the four platoon system shall not be allowed to use their personal leave days in contravention of the vacation provisions of Section 14-2 pertaining to Christmas Eve day and night shifts, Christmas day and night shifts and, additionally, the July 4 day and night shifts.

SECTION 18 BEREAVEMENT LEAVE

18-1 All full-time employees shall be granted time off with pay in the event of a death in the immediate family. Time off shall begin from the time the employee has been notified and shall continue through the twenty four (24) hour period following the burial of the deceased.

18-2 In the event of the death of an aunt, uncle, cousin, brother or sister-in-law, mother or father-in-law or close personal friend of an employee where attendance at the deceased funeral is compelling, or in the event that an employee is chosen to serve as a pall bearer at a funeral, the employee may be granted one (1) workday of leave with pay to attend the funeral of the deceased if such funeral takes place on the employees scheduled work day. This leave shall be reported as "Bereavement Leave" and shall be granted at the discretion of the Chief.

SECTION 19 EMERGENCY LEAVE

19-1 Any employee may be granted emergency leave with pay, when called home in the event of an emergency. Granting of this leave shall be at the discretion of the Chief. This leave shall be reported as "Emergency Leave".

SECTION 20 QUARANTINE LEAVE

20-1 Employees shall be granted leave with pay during absence due to enforced quarantine when established and declared by the Department of Health or a qualified physician, for the period of such quarantine only. This leave shall be reported as "Quarantine Leave".

SECTION 21 BARGAINING LEAVE

21-1 Employees may choose an Executive Board composed of not more than five (5) members of the bargaining unit to bargain for wages and fringe benefits. The District shall provide a qualified replacement for any member of this Board not to exceed two (2) members when, during said members normally assigned shift, his presence is required to report to a location remote from his normally assigned workplace for the purpose of negotiating sessions with the Chief and/or the Board as well as for conferences with the Association membership when said conferences are for the purpose of explaining or ratifying this agreement. This leave shall be reported as "bargaining leave."

21-2 Members of the Fire District covered by this Agreement who are officers of the Union, not to exceed two (2) members at any one time, shall be allowed reasonable time off to attend meetings with the Rhode Island State Fire Fighters Association and State and National Conventions of the International Association of Fire Fighters without loss of pay and without the requirements to make up such time.

21-3 In addition to the foregoing, employees who are officers of the Union or members of the Union's Executive Board, not to exceed two (2) members, shall be allowed reasonable time off without loss of pay and without the requirements to make up time for bargaining unit business in connection with conferences with its' attorney or Union representative regarding contract negotiation matters and/or arbitration matters concerning the Collective Bargaining Agreement and similar time off for conferences relative to bargaining unit grievances and grievance arbitration and attendance to such grievance arbitration hearings.

SECTION 22 INJURED ON DUTY LEAVE

22-1 Any full-time employee who is injured or who contracts an illness in the line of duty shall receive such benefits as are provided by the statutes of the State of Rhode Island for the illness or injury or until such time that a disability retirement settlement is agreed upon. Any reimbursement from insurance carriers provided by the District shall be submitted to the District. This leave shall be reported as "Injured on Duty Leave".

Any employee who remains away from duty for a period of six (6) consecutive months due to injury or illness shall be evaluated by the District physician to determine an ability to return to duty.

Such examination shall evaluate whether or not the employee has reached maximum medical improvement. If this degree of improvement has not been reached the employee shall be granted an additional six (6) month recovery period. Such additional time periods shall be granted a maximum of two (2) times for a total of twenty-four (24) consecutive months.

If the findings of the District's physician's evaluation determine that the employee has reached maximum medical improvement, then the member shall be allowed to submit the findings of his/her treating physician for agreement or disagreement. If these two physician's degree on the level of improvement, these two physicians' shall agree on a third physician, whose area of specialty is consistent with the injury or illness to make a final determination, which shall be final and binding.

When a determination of maximum medical improvement of an injury or illness is reached at anytime the affected member shall be processed immediately of the appropriate disability retirement in accordance with R.I.G.L. Section 45-21.2-9. Such employee shall continue in the employ of the Fire District for the lesser of three (3) months from the date on which he/she has been examined by three (3) physicians engaged by the State Retirement Board or the period from the date of application to the date on which such application is approved, provided, however, that he/she shall pay to the Fire District any retirement benefits received for the period from the date of application to the date of termination of employment. If the retirement board shall find that such employee is not permanently incapacitated for further service, and shall deny his/her pension, he/she shall remain in the employ of the Fire District pursuant to Section 45-19-1 of the General Laws, provided, however, that if he/she does not return to work within six (6) months thereafter, application for disability retirement shall again be made to the State Retirement Board.

22-2 Light Duty. A firefighter or administrative employee ("Employee") who is injured in the line of duty or suffers from illness and thereby rendered unable to perform his or her normal duties may be assigned to light duty. The following procedures shall be utilized for determining eligibility and the following provisions shall govern the use of light duty. Nothing herein shall preclude the Fire District through the Chief of the Fire District and the Local from adopting procedures and policies to implement and facilitate the Light Duty Position.

- a. Eligibility. Employees assigned to light duty must be likely to recover and return to full time work in the opinion of the District's physician. The Employee must be capable of performing light duty in the opinion of the District's physician. If the Employee disputes the District's physician determination, he or she may elect to have an examination by a second physician at the Employee's own expense. If the second physician's finding contradict the District's physician's finding then Beacon Mutual Insurance Company (or other carrier providing disability benefits to the District) shall arrange for an Independent Medical Examination by a qualified professional whose opinion shall be binding. Employees suffering from non-service related injuries will not be required to work light duty.
- b. Light Duty Procedures. The Chief may assign light duty positions in the following areas within the District: Fire Prevention (clerical work only), Clerical Duties generally and such other positions as may be available which are consistent with the intent of Section 22-2 and 22-2a. The light duty assignment

shall be performed as this agreement would otherwise govern the duties including the hours of work. The Employee's salary and benefits during light duty shall not be reduced. Light duty positions shall not affect the minimum staffing levels of the District and no Employee shall be entitled to any specific light duty assignment. Nothing there shall be deemed under R.I.G.L. §45-19-1 if the injury was in the line of duty. Employees determined eligible for light duty who have applied for or determined eligible for a pension may be assigned light duty until a decision is rendered by the State Retirement Board.

SECTION 23 JURY SERVICE LEAVE

23-1 Employees who are required by due process of law to render jury service or other court service during their normally scheduled days on duty shall receive their normal pay while performing such service less whatever amount such employee may receive as compensation for his services to the court. Time so served for the court shall be deemed active service with the District. Such leave shall be reported as "Jury Leave".

SECTION 24 WITNESS LEAVE

24-1 Time off with pay shall be permitted to any employee for any time required as a witness in any proceeding where the employee is called to testify as a result of his duties and/or position with the District. If required to appear during off duty hours, the employee shall be compensated under the call-back and/or overtime provisions of this agreement. To establish eligibility for this compensation, the employee must provide documentation to the Chief.

24-2 All compensation received from the State for this service shall be submitted to the District. Mileage allowances for such services may be retained by the employee.

SECTION 25 LEAVES OF ABSENCE WITHOUT PAY

25-1 Full-time employees shall be entitled to leaves of absence without pay as follows:

- a. **MILITARY LEAVE:** The reemployment of military service veterans shall be in accordance with applicable Federal and State statutes in effect at the time of reemployment.
- b. **DISABILITY LEAVE:** Upon exhaustion of any paid sick and/or injury leave benefits, any employee shall be entitled to a leave of absence for the period of his disability, not to exceed one (1) year, subject to extension. This leave shall be subject to approval of the Board.
- c. **OTHER LEAVES:** Employees may be granted a leave of absence, not to exceed one (1) year for the purpose of furthering his education in a field relating to his fire department activities, or to accept temporary employment or assignment with an agency where such employment or assignment can be demonstrated to be beneficial to the District, subject to approval of the Board.

25-2 Upon return from a leave of absence without pay, the employee shall be returned to duty under the terms and conditions as agreed upon in writing by the employee and the Board at the

time of granting of the leave.

25-3 All leaves of absence under this article shall be without pay. However, all insurance and medical benefits provided by the District may be maintained for a period of time which shall be determined by the Board at the time such leave of absence is granted.

SECTION 26 WAGES

26-1 Professional firefighters assigned to the four platoon system shall receive the rate of pay as indicated below:

	<u>Effective 7/1/2010</u>	<u>Effective* 1/1/2012</u>	<u>Effective* 7/1/2012</u>
a. Appointment through first year of employment	\$16.13	\$16.37	\$16.62
b. One year through two years of employment	\$19.03	\$19.32	\$19.61
c. Two years through four years of employment	\$22.12	\$22.45	\$22.79
d. After four years of employment	\$23.81	\$24.17	\$24.53
e. Lieutenant rank	\$26.26	\$26.65	\$27.05
f. Captain rank	\$28.88	\$29.31	\$29.75

*1.5 increase on January 1, 2012.
1.5 increase on July 1, 2012.

26-2 All members of the four platoon system hired prior to July 1, 2010 who hold a Rhode Island ET certification shall be entitled to "ET Incentive Pay" as follows:

- a. For the contract year July 1, 2010 through June 30, 2011 two percent (2%) of base pay.
- b. For the contract year July 1, 2011 through June 30, 2012 one and one-half percent (1.5%) of base pay.
- c. For the contract year beginning July 1, 2012 through June 29, 2013 one percent (1%) of base pay.
- d. On June 30, 2013 ET Incentive Pay shall be eliminated as a benefit.

26-3 Employees eligible for ET Incentive Pay as set forth above shall be paid such incentive pay on each pay day reflecting each pay period during which the employee was eligible. To establish eligibility an employee must possess a valid ET license on the first day of and through the last day of any pay period. Employees shall be individually responsible for providing the District with proof of eligibility for ET incentive pay on a continuing basis. ET certification is not mandatory.

SECTION 27 HOLIDAYS

27-1 All professional firefighter's shall be entitled to twelve (12) full paid holidays per year and two (2) half paid holidays per year. Holiday pay, computed at the rate of one-fifth (1/5) of a week's pay per full holiday and one-tenth (1/10) of a weeks pay per half holiday, shall be paid to all employees assigned to the four platoon system, regardless of their duty status on the day the holiday is celebrated.

27-2 Holiday pay shall be paid on the first payday reflecting the pay period during which the holiday(s) was celebrated by the District.

27-3 The twelve full holidays and two half holidays recognized by the District and the dates they are celebrated by the District are as follows:

- a. Full holidays:
 - 1. New Years Day..... January 1
 - 2. Martin Luther King Day..... 3rd Monday in January
 - 3. President's Day..... 3rd Monday in February
 - 4. R.I, Independence Day May 4
 - 5. Memorial Day.....Last Monday in May
 - 6. Independence Day.....July 4
 - 7. Victory Day.....2nd Monday in August
 - 8. Labor Day.....1st Monday in September
 - 9. Columbus Day.....2nd Monday in October
 - 10. Veteran's Day.....November 11
 - 11. Thanksgiving Day.....4th Thursday in November
 - 12. Christmas Day.....December 25

- b. Half holidays:
 - 1. Good Friday.....Friday before Easter
 - 2. Christmas Eve Day.....December 24

SECTION 28 LONGEVITY PAY

28-1 All full-time employees shall be entitled to longevity pay based on length of time of employment with the District. Longevity pay shall be paid in a lump sum on the first payroll date following the anniversary date of each employee, in accordance with the following scale:

- a. After five (5) and through the completion of the ninth (9th) year: (5.0%) of base pay. The probation period shall be included when calculating the first five (5) years.

- b. After ten (10) years of employment and through fourteen (14) years of employment: (6.0%) of base pay.

- c. After fifteen (15) years of employment and through nineteen (19) years of employment: (9.0%) of base pay.
- d. After twenty (20) years of employment and through retirement: (10%) of base pay.

SECTION 29 PENSION PLAN

29-1 All eligible employees shall be enrolled in the Rhode Island Employees Retirement System, to include the Optional Annual Cost of Living increase, Plan C, and shall contribute, through payroll deduction, nine percent (9%) of their base pay. The District shall contribute an amount, which shall be determined by the State Retirement System.

SECTION 30 MEDICAL AND DENTAL

30-1 The District shall provide all employees with a primary medical plan annually. The benefits provided under said plan shall meet, exceed or be equivalent to those benefits listed in Exhibit A attached hereto except that the District may provide a medical plan with higher deductibles (as in the plan in effect as of July 1, 2010) so long as the District annually issues Employees pre-funded debit cards in the sum of \$1,000.00 for employees receiving family plans of coverage and \$500.00 for employees receiving single plans of coverage. Also, to the extent any primary medical plan with higher deductibles has co-pay requirements for covered services which are higher than those co-pays on Exhibit A, the District, upon receipt of proper evidence from an Employee who has incurred a higher co-payment for covered services, shall reimburse the Employee for the co-pay amount in excess of the amount shown on Exhibit A. The District shall not be responsible for Employee misuse of the pre-funded debit cards.

30-2 The District shall provide all employees with the Delta Dental plan as follows:

- a. Employees with Dependent children: Level 4
- b. Employees with no dependent children: Level 3

30-3 Effective July 1, 1996, any new employee, who is not full time, shall not receive any of the above medical or dental provisions provided for in this section.

30-4 The District shall replace dentures and/or eyeglasses or contact lenses of employees, which may be lost, damaged or destroyed while on duty.

- 30-5 a. Life Insurance: In addition to the present Life/Disability Insurance in effect the District shall provide through the State Association of Fire Fighters \$50,000 of Life Insurance. The Local shall be responsible for providing the aforementioned Life Insurance. The Fire District shall pay to the Local the proper amount per employee no later than June 15 of each contract year for this coverage. The District's liability as to this life insurance shall be limited solely and exclusively as to the payment of premium cost.

- b. Funeral Expenses: The District shall reimburse the estate of a deceased firefighter killed in the line of duty up to a maximum of \$10,000 for funeral expenses.

30-6 Health Care Buyout: Effective June 1, 2002, an employee may choose to waive the medical and/or dental coverage provided in this agreement. The election must be made no later than July 1st of each year. In the event an electing employee's coverage (outside of the District) should cease for any reason, said employee shall be allowed to re-enter the District's plans within thirty (30) days of the District's receipt of written notice from the employee. As a condition of re-entry, the employee shall pay the District, in one (1) payment, in advance, the sum equal to the pro-rata balance of the lump-sum payment referred to below:

- a Total Payment to Employee Waiving Coverage:

One Thousand (\$1,000) Dollars annually payable to the employee on each payday reflecting each pay period during which the employee was eligible.

30-7 Health Care Cost Sharing: Employees shall contribute the following payments, on a pre-tax basis, toward medical and dental coverage: Employees receiving family plans of medical and dental coverage shall contribute the sum of \$2,194.49 in the first contract year, \$2,194.49 in the second contract year and \$2,926.00 in the third contract year. Employees receiving single plans of coverage shall contribute the sum of \$862.92 in the first contract year, \$862.92 in the second contract year and \$1,150.56 in the third contract year. First contract year is July 1, 2010-June 30, 2011; second contract year is July 1, 2011-June 30, 2012; third contract year is July 1, 2012-June 30, 2013.

SECTION 31 EYE EXAMS AND GLASSES

31-1 The District shall provide each full-time employee with a maximum of one (1) free eye examination per year if such examination is not available to the employee through the medical coverage provided by the District. The District shall also provide a maximum of one (1) payment per year of two hundred fifty dollars (\$250.00) toward the purchase of eyeglasses or contact lenses, if so prescribed by an ophthalmologist or optometrist of the employee's choice.

SECTION 32 RETIRED EMPLOYEES BENEFITS

32-1 The District shall provide retired employees at age sixty five (65), a retiree 65 plan which is applicable to the health plan offered to full-time employees provided such employee has a minimum of ten (10) years of service credits.

32-2 In addition, employees who retire with twenty (20) or more years of service credits at any age up to age 65, shall receive their choice of the same medical and dental coverage, which is offered to active employees subject to the provisions of section 30 of this agreement entitled "medical and dental". In no event shall medical and dental coverage for the spouse of a retired employee continue once said surviving spouse attains the age of sixty-five (65).

32-3 The District shall pay 3.3% for each year of service credits toward the cost of the current medical and dental insurance program for any retired employee with a minimum of ten (10)

years of service credits.

32-4 In the event of the death of a retired employee, the District shall provide the surviving spouse with the medical and dental insurance in effect for active or retired employees, whichever is applicable, if requested by said surviving spouse and shall offer annually the same choices of medical and dental insurance as provided for active or retired employees, subject to the provisions of section 30 of this agreement entitled "medical and dental". In no event shall the medical and dental coverage for the surviving spouse of a deceased retired employee continue once said surviving spouse attains the age of sixty five (65).

32-5 Employees who are placed on job related retirement by the Rhode Island Municipal Retirement System shall receive their choice of the same medical and dental coverage, which is offered to active employees subject to the provisions of section 30 of this agreement entitled "Medical and Dental". In no event shall medical and dental coverage for the spouse of a disability retired employee continue once said surviving spouse attains the age of sixty-five (65).

Employees covered under this section who are on disability pension will be required to use their medical and dental coverage for those injuries sustained in the line of duty.

32-6 Effective June 1, 1999 any retiree who retires from the district, thereafter shall not be entitled to the benefits afforded under Section 32 if the retiree is afforded comparable coverage through other employment, or through a spouse's employment. Employees retiring after June 1, 1999, each year shall be required to sign an affidavit as to any other medical coverage they or their spouse may have. Such affidavit shall be in the form approved by the District and shall be submitted to the Treasurer of the District not later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Treasurer after receiving thirty (30) days written notice from the District by Certified Mail, Return Receipt Requested, and the District shall be relieved of it's obligation to provide continued health care coverage hereunder.

In the event a retiree shall cease to be afforded comparable coverage through other employment, or through a spouse's employment and is otherwise still eligible for benefits hereunder, said retiree shall be allowed to re-enter the District Plan.

SECTION 33 CLOTHING ALLOWANCE AND UNIFORMS

33-1 The District shall initially provide to all newly appointed employees assigned to the four platoon system and Fire Marshal position, one Class A uniform, consisting of dress trousers, dress jacket, dress shirt, hat and all appropriate patches, buttons, collar and hat insignias. Thereafter, each employee shall maintain a Class A uniform in serviceable condition and shall present such uniform to the District for inspection purpose when requested on an annual basis.

33-2 The District shall initially provide to all newly appointed employees assigned to the four platoon system and Fire Marshal position, one Class B uniform, consisting of three (3) sets of work uniform shirts and trousers, one (1) Gerber style rescue coat, two (2) badges, and all appropriate patches and collar insignias. Beginning one year after said appointment, each employee shall maintain four Class B uniforms (as set forth in the District SOG) in serviceable

condition and shall present such uniforms to the District for inspection when requested on an annual basis. The initial issue and all replacement articles of the class B uniform for the employees engaged in fire suppression activities shall conform to the class contained in the appropriate edition of NFPA 1500.

33-3 In the event that an employee is promoted or permanently assigned to a position other than his/her initial or presently assigned position, the District agrees to provide any additional uniform items, which may be required for the new position.

33-4 The District agrees to furnish the above mentioned clothing and accessories as soon as practicable when such clothing is destroyed or mutilated in the line of duty and is not repairable or useable.

33-5 All employees assigned to the four platoon system and Fire Marshal position, who have not been absent from duty for more than six (6) months, shall be issued an annual clothing maintenance stipend of of \$800 per year. This payment shall be paid on the first pay period in December. In the event an employee is unable to establish possession of four Class B uniforms in serviceable condition as of the date upon which the stipend is to be paid the employee shall not be paid that portion of the stipend the value of which is equivalent to the costs of replacing all articles of clothing deemed unacceptable by the Chief. The employee shall immediately replace all unacceptable articles of clothing.

SECTION 34 TURNOUT GEAR

34-1 The District shall provide and continually maintain turnout gear as required in the Rhode Island State Fire Safety Code for all employees assigned to the four platoon system and Fire Marshal position. The turnout gear shall include helmet, protective hood, turnout coat, turnout pants, protective gloves and structural firefighting boots. The firefighting boots shall be selected by the employee from a list of approved brands selected by the Fire District. The decision of when to replace any turnout gear shall be the responsibility of the Fire District.

34-2 All turnout gear shall remain the property of the District and any employee who leaves the employ of the District for any reason shall return said turnout gear to the District when so requested.

34-3 All clothing, equipment and protective gear provided shall meet the minimum safety requirements of the applicable sections of the Rhode Island State Fire Safety Code.

SECTION 35 REIMBURSEMENT FOR EDUCATIONAL EXPENSES

35-1 All full-time employees covered by this Agreement who provide evidence of having completed job related college courses, or courses needed to complete a job related degree, for which they received passing grades, or job related seminars, and submitted proof of fees paid shall be reimbursed in full for tuition and books, but not exceeding a total of five hundred (\$500.00) dollars for any individual for each fiscal year. If at the end of the fiscal year, funds are left over those funds, will be equally divided, by the Commissioners, among those employees

whose costs exceed five hundred (\$500.00) dollars, provided, however, that the total expenditure does not exceed \$12,000 in each contract year, and evidence of the excess costs is submitted.

Travel and living expenses related to taking a course or seminar may be paid at the discretion of the Chief, but living expenses shall only be paid if the course or seminar is located a distance greater than 120 miles (round trip by road measurement) from Station One.

35-2 The District shall provide all employees with all education and periodic re-certification which are required as a condition of employment. While attending schools or re-certification programs which are required as a condition of employment, the District shall provide substitutes for employees assigned to the four platoon system. The substitutes shall be provided in accordance with the established fill-in procedures.

SECTION 36 HOURS

36-1 The regular work schedule for employees assigned to the four platoon system shall be: ten (10) hours on duty followed by fourteen (14) hours off duty, followed by ten (10) hours on duty, followed by twenty-four (24) hours off duty, followed by fourteen (14) hours on duty, followed by ten (10) hours off duty, followed by fourteen (14) hours on duty, followed by ninety-six hours off duty. The ten hour day shift shall begin at 0700 hours and end at 1700 hours. The fourteen hour night shift shall begin at 1700 hours and end at 0700 hours.

36-2 All full-time employees required or ordered to work continuously beyond their normally assigned hours shall be compensated in accordance with section 39 of this agreement entitled "overtime".

SECTION 37 VACANCIES

37-1 Employees on the four platoon system shall be offered the opportunity to fill temporary vacancies on the four platoon system which may occur in any position for any reason. These vacancies shall be filled in accordance with the established written overtime procedures as agreed upon between the Local and the District and affirmed by signature.

37-2 Employees who are selected to fill a vacancy shall be compensated at their regular rate of pay for the hours worked or at their overtime or call back rate of pay, whichever is applicable under the guidelines of the Fair Labor Standards Act.

SECTION 38 OFFICERS APPLYING FOR CHIEF/DEPUTY CHIEF POSITIONS

38-1 In the event there occurs a vacancy in the position of Chief or Deputy Chief of the District, all professional firefighters of the rank of Lieutenant or above who possess a minimum of fifteen (15) continuous years of firefighting service for the East Greenwich Fire District, who are interested in filling the vacancy and apply for such, shall be granted an interview. If said professional firefighter is not advanced in the hiring process he/she shall be provided a written explanation which may, in the firefighters election, remain confidential.

SECTION 39 OVERTIME PAY

39-1 All employees assigned to the four platoon system who work beyond their normally assigned work schedule shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked, except for collateral pay. Overtime pay shall be compensated for to the next one-half (1/2) hour.

SECTION 40 CALL BACK PAY

40-1 Any employee assigned to the four platoon system who is called back to duty after he has left his assigned place of employment shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. A minimum of four (4) hours of call back pay shall be paid when an employee is called back to duty. Call back pay shall be compensated for to the next one-half (1/2) hour.

SECTION 41 PRIVATE DETAILS

41-1 A. All employees covered by this Agreement who are assigned to a special duty of a private nature for an employer other than the District shall be guaranteed a minimum of four (4) hours pay at the rate of \$35.00 per hour. In addition, on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day and Easter Sunday, they shall be compensated at the rate of \$45.00 with a four (4) hour guarantee.

B. Whenever an employee of the District who has been assigned to a private or special detail is injured in the course of such detail, he shall be compensated by said District for all medical and hospital expenses, etc. and the regular rate of pay is to be continued during the period of incapacity as provided by Section 45-19-1 of the General Laws of R.I. 1956, as amended.

C. In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of their duties on a private or special detail, the District agrees to provide the employee with all necessary legal assistance and further agrees to pay any judgment rendered against said employee in any such proceedings.

SECTION 42 SUBSTITUTIONS

42-1 The right to substitute, at any time, shall be permitted provided however, that permission to substitute for a period in excess of fourteen (14) hours must be obtained from the Chief. Any employee, while substituting for another employee, shall be considered to be on duty, in the employ of the District and shall be subject to the same rights, benefits and other aspects of this agreement as well as any statutes relating to employment as he would if he were on duty working his normally assigned shift. Effective January 1, 2011, substitutions must be made on an officer for officer or firefighter for firefighter basis.

SECTION 43 WELLNESS/FITNESS INITIATIVE

43-1 It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his duties. When the Chief suspects that the physical condition of an employee constitutes a hazard to himself or to persons or property, he may direct the employee to submit to a medical examination which shall be provided by the District or if applicable by the medical insurance plan which is provided by the District.

43-2 The employee shall be compensated in accordance with section 39 of this agreement entitled "overtime pay" or section 40 of this agreement entitled "call back pay" for all time required for such examination when it is for the sole purpose of determining his physical condition relative to employment with the District.

43-3 It is agreed by the parties that they shall jointly strive to improve the physical fitness and health of all District employees. To facilitate this common goal, the parties agree to implement a Wellness/Fitness Program utilizing the general concepts as outlined in the Fire Service Joint Labor-Management Wellness/Fitness Initiative endorsed by the IAFC and the IAFF. A Wellness/Fitness Coordinator shall be appointed to facilitate this program.

SECTION 44 SUSPENSIONS

44-1 In the interest of good discipline, the Chief may, for just cause, suspend an employee without pay for any length of time up to thirty (30) calendar days in a single year. No disciplinary suspension or combination of suspensions shall exceed thirty (30) calendar days in one (1) calendar year.

44-2 An employee who is suspended shall, at the time of his suspension, be given a written explanation of the reason(s) for the suspension. However, if cleared of charges, he shall be compensated for all back pay and benefits which would have been afforded him had he not been suspended.

SECTION 45 DISMISSAL

45-1 An employee may be dismissed at any time for just cause ascertained after careful and factual consideration. An employee who is dismissed shall, at the time of his dismissal, be given a written explanation of the reason(s) for his dismissal, and if later reinstated, shall be compensated for all back pay and benefits which would have been afforded him had he not been dismissed.

SECTION 46 GRIEVANCE PROCEDURE

46-1 The following grievance procedure is in no way designed as a vehicle for any employee to refuse orders or to fail to carry out assigned jobs, but rather to define said employees right to redress said orders or job assignments.

46-2 A grievance shall be initiated through the President of the East Greenwich Firefighters Association, Local #3328 I.A.F.F. on behalf of bargaining unit members. The grievance must be presented within ten (10) days of the date on which the grieved employee(s) became aware or should have become aware of the occurrence or it will be considered not to have existed.

46-3 In the event more than one (1) employee is grieved, they shall have the right of appeal as a group as set forth in the following grievance procedure:

46-4 A grievance may be initiated at any step of this grievance procedure if the Chief and the Local mutually agree, in writing, to waive prior steps.

46-5 With the exception of step 3, the time limits prescribed in the following steps may be extended at any time by mutual consent of the parties. Mutual consent shall be indicated in writing and signed by both parties. It is understood and intended that these time limits will be adhered to by both parties unless so extended in writing, and each party recognizes that its failure to meet such time limits may justify an arbitrator in treating such time limits as only directive in a subsequent proceeding where the other party has failed to meet a time limit.

46-6 Step 1: The grievance shall be first submitted to the Chief in writing. The Chief shall give his answer to the grieved employee in writing within five (5) days from the date of its submission. Nothing herein shall preclude oral presentation, discussion and resolution of disputes.

46-7 Step 2: If the answer in step 1 is not satisfactory to the grieved employee, the grievance may then be submitted in writing to the Chairman of the Board of Fire Commissioners for consideration by said Board. Such appeal shall be submitted within ten (10) days of the receipt of the answer in step 1. Upon receipt of the grievance, the Board of Fire Commissioners shall meet with the grieved employee and/or a representative of the Local in an attempt to resolve the grievance. Within five (5) days of such meeting, the Board of Fire Commissioners shall deliver their answer, in writing to the employee and/or the representative with whom they met.

46-8 Step 3: If the answer in step 2 is not satisfactory to the Local, the Local shall have the option to submit the grievance in writing to either the East Greenwich Fire District Personnel Appeals Board under 46-9 or to Arbitration under 46-10. If the Local chooses to proceed the employee shall make an election as to whether or not he desires to follow the Personnel Appeals Board or the Grievance and Arbitration provisions of this agreement. This election shall expressly waive any right to proceed other than in the manner the employee has elected.

46-9 Step 4: If the answer in Step 2 is not satisfactory to the Local the grievance may then be submitted in writing to the East Greenwich Fire District Personnel Appeals Board for consideration by the Board. Upon receipt of the grievance, the Personnel Appeals Board shall in accordance with the By-Laws of the District, within forty-five (45) days, grant a hearing thereon. Within fifteen (15) days of such hearing, the Personnel Appeals Board shall render their decision, in writing to the Local. The decision of the Personnel Appeals Board shall be binding upon all parties.

46-10 Arbitration: If agreement cannot be reached to the satisfaction of the Local via the method set forth in Step 2, Local 3328 shall request arbitration of the grievance in writing to the Chief of the District not later than ten (10) days from and after the last decision under Step 2 above. Local 3328 and the Chief shall attempt to select an arbitrator within ten (10) days of the request for arbitration and if unsuccessful, Local 3328 shall file a Demand of Arbitration with the American Arbitration Association. The selection of the arbitrator and the conduct of the proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding upon the parties hereto except that the arbitrator shall not have the power to add to or subtract from the terms and conditions of this Agreement.

Costs and expenses of the arbitrator shall be shared equally by the parties. Nothing contained herein shall prohibit or prevent the arbitrator from fashioning any remedy which s/he deems appropriate.

SECTION 47 TRANSFERS

47-1 Should it become necessary to transfer employees from one platoon to another, the District agrees that the transfer shall be done in a manner that will not adversely affect the total hours an employee is compensated for during any pay period.

SECTION 48 PERSONNEL RECORDS

48-1 Personal history records of all employees shall be available for inspection by the employee concerned and by proper District officials only. When additions, deletions or other changes in an employee's personnel record are made, the employee shall within five (5) days, be notified in writing of such additions, deletions or changes.

SECTION 49 ASSOCIATION DUES

49-1 All employees of the East Greenwich Fire District, with the exception of the Chief, shall as a condition of employment, be required to become and remain a member of the East Greenwich Firefighters Association.

49-2 The Association shall notify the District in writing no later than May 31 of each year of the required payroll deduction for each employee and shall notify the District in writing of any required assessment levied upon any employee by the Association in connection with its responsibilities as the exclusive collective bargaining agent for said employee(s).

49-3 The District Treasurer shall cause all such required amounts to be deducted from each employees regular payroll and shall issue an itemized check to the Association in sum of the prescribed amounts on the regular payday following the end of each of the twenty-six (26) pay periods which occur during the Fire Districts fiscal year.

52-2 Tax Office Chief Clerk: Thirty-five (35) hours per week: Monday through Friday, 0830 to 1630, with one (1) hour off duty for lunch.

52-3 Administrative Assistant: Forty (40) hours per week: Monday through Friday, 0800 to 1630, with one-half (½) hour off duty for lunch.

52-4 The District and the Association agree that the work schedule listed for the administrative employees may be modified upon mutual agreement of the District and the Local, providing that the number of actual hours worked during a pay period remains the same.

SECTION 53 ADMINISTRATIVE OVERTIME

53-1 Any full-time administrative employee who is required to work continuously beyond their normally assigned work schedule shall be compensated at one and one-half (1-1/2) times the employees rate of pay for the hours or any part thereof worked. Overtime pay shall be compensated for to the next one-half hour.

SECTION 54 ADMINISTRATIVE CALL BACK PAY

54-1 Any full-time administrative employee who is called back to duty after he has left his assigned place of employment shall be compensated at one and one-half (1-1/2) times the employee's rate of pay for the hours or any part thereof worked. A minimum of four (4) hours of call back pay shall be paid when an employee is called back to duty. Call back pay in excess of the minimum four hours shall be compensated for to the next one-half hour.

SECTION 55 ADMINISTRATIVE COMPENSATORY TIME

55-1 Any full-time administrative employee may elect to receive compensatory time off in lieu of monetary compensation for overtime or call back hours. If so chosen by the employee, compensatory time shall be earned at the same rate as hours earned under the overtime and call back sections above and shall be granted to the employee at a time, which is agreeable to the employee and the District.

SECTION 56 ADMINISTRATIVE PAY

Wages for Administrative Personnel shall receive the hourly rate of pay as indicated below:

	Effective <u>7/1/2010</u>	Effective* <u>1/1/2012</u>	Effective* <u>7/1/2012</u>
56-1 Fire Marshal:			
1 st year of employment	\$21.84	\$22.17	\$22.50
2 nd year of employment	\$25.98	\$26.37	\$26.77
3 rd year of employment	\$28.15	\$28.57	\$29.00
56-2 Chief Clerk:			
Appointment – 2 years	\$16.23	\$16.47	\$16.72
2 to 3 years	\$17.32	\$17.58	\$17.84
After 3 years	\$19.09	\$19.38	\$19.67
After 5 years	\$21.00	\$21.32	\$21.64
56-3 Administrative Assistant:			
Appointment – 2 years	\$15.42	\$15.65	\$15.88
2 to 3 years	\$17.14	\$17.40	\$17.66
After 3 years	\$18.92	\$19.20	\$19.49
After 5 years	\$20.80	\$21.11	\$21.43

* 1.5% increase on January 1, 2012.

1.5% increase on July 1, 2012.

SECTION 57 ADMINISTRATIVE HOLIDAYS

57-1 All employees assigned to administrative positions shall be granted the day off with pay when a holiday is celebrated on a normally assigned work day.

57-2 When a holiday is celebrated on a Saturday, employees assigned to administrative positions shall be granted the previous day off. When a holiday is celebrated on a Sunday, employees assigned to administrative positions shall be granted the following day off.

57-3 In cases where Christmas Day (December 25) occurs on a Saturday, Sunday or Monday, it shall be celebrated in accordance with the above sections, however the half holiday (December 24) shall be granted to the employee at a later date, which is agreeable to both the employee and the District.

57-4 If an employee is required to work on a day which is celebrated by the District as a holiday, he shall be compensated at a rate of one and one-half times his regular rate of pay for the hours worked in addition to receiving his regular pay.

57-5 Administrative employees who are on vacation when a holiday is celebrated shall not be charged with vacation hours on the date the holiday or half holiday is celebrated.

SECTION 58 ADMINISTRATIVE VACATION

58-1 Employees assigned to administrative positions shall be allowed to take vacation in the amounts

Set forth below which may be taken at their preference:

1. Upon completion of one (1) year of employment and through two (2) years of employment one week (1).
2. Upon completion of two (2) years of employment and through five (5) years of employment two weeks (2).
3. Upon completion of five (5) years of employment and through ten (10) years of employment three weeks (3).
4. Upon completion of ten (10) years of employment and through fifteen (15) years of employment four weeks (4).
5. Upon completion of fifteen (15) years of employment and through twenty (20) years of employment five weeks (5).
6. Upon completion of twenty (20) years of employment six weeks (6).

SECTION 59 ADMINISTRATIVE SICK LEAVE

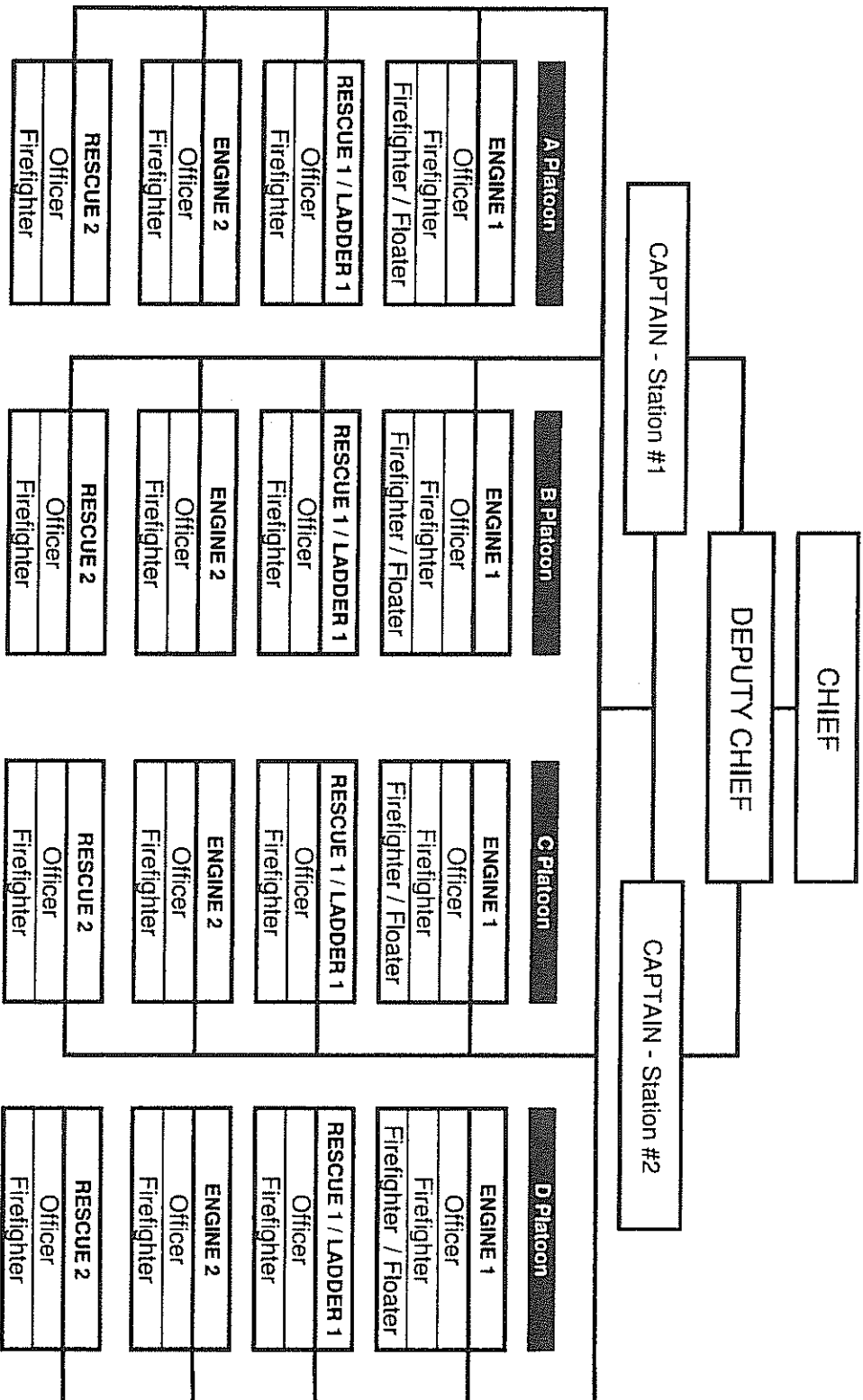
59-1 All full-time employees assigned to administrative positions shall earn sick time at a rate of ten (10) hours per month of employment with the District.

SECTION 60 EQUAL OPPORTUNITY

The Fire District is committed to the policies of equal employment opportunity. The Fire District will not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to, race, color, religion, national origin, physical or mental disability, veteran's status, pregnancy, sexual orientation, or ancestry, except where a bona fide occupational qualification exists. The Fire District will make reasonable accommodations to qualified disabled persons to assist them in fulfilling the essential functions of a job, provide that such accommodations do not impose undue hardship upon the Fire District.

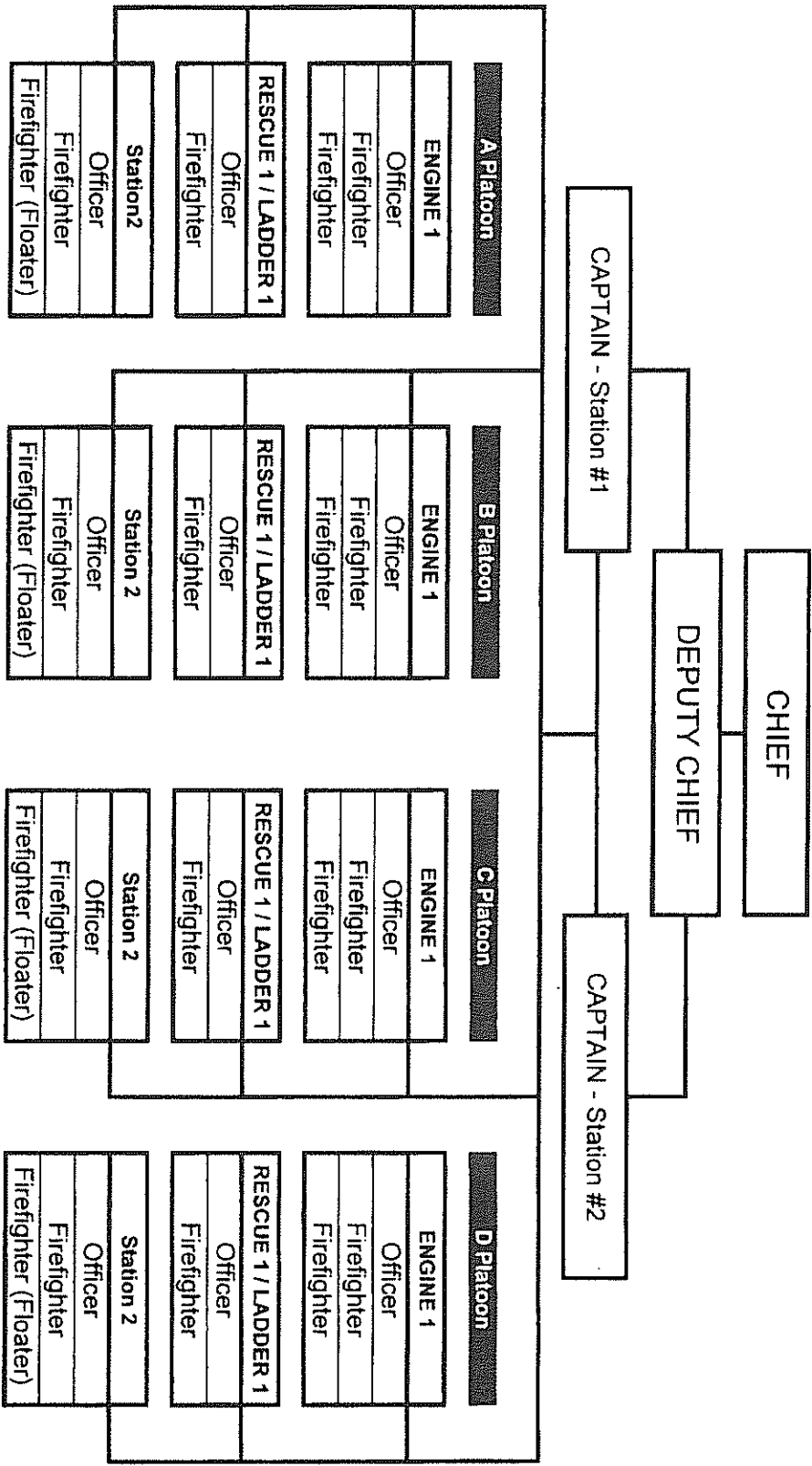
SECTION 61. CHAIN OF COMMAND.

EAST GREENWICH FIRE DISTRICT - OPERATIONS CHAIN OF COMMAND ¹



¹This chain of command becomes effective upon the transfer of dispatching services to the City of Warwick.

EAST GREENWICH FIRE DISTRICT - OPERATIONS CHAIN OF COMMAND ²



²This chain of command shall remain in effect until the District transfers dispatching services to the City of Warwick.

Exhibit A

GENERIC LIST OF MEDICAL BENEFITS FOR PRIMARY HEALTH INSURANCE COVERAGE (SEE SECTION)

Benefit	Within Network	Outside Network	Notes
Office Visits	100% less \$10 co-pay	100% less \$10 co-pay	Limited to 12 chiropractic visits. Allergists and dermatologists \$15
Walk in treatment centers	100% less \$10 co-pay	100% less \$10 co-pay	Non-emergency urgent care
Preventive Services	100% less \$10 co-pay	100% less \$10 co-pay	Includes gynecological visits, pap smears, mammograms and routine physicals
Pediatric Preventive Services	100% less \$10 co-pay	100% less \$10 co-pay	Includes routine physicals, lab work and immunizations
Prescription Drugs	20% employee co-pay	50% employee co-pay	Maximum annual expense of \$300 per each employee and/or family member
Emergency Room	\$25 co-pay (waived if admitted within 24 hours)	\$25 co-pay (waived if admitted)	For accidents and life threatening emergencies only.
Hospitalization	100%	100%	Unlimited days at general hospital, 45 specialty day per year
Outpatient Medical & Surgical Care (Facility & Physician Services)	\$15 (individual : \$10 group)	\$15 (individual : \$10 group)	Up to 20 visits per year
Obstetrical Services	100%	100%	Pre-natal, delivery and postnatal care
Lab Tests & X-Rays	100%	100%	Check with customer relations before seeking this kind of care
Routine Eye Exam	100% less \$10 co-pay	100% less \$10 co-pay	Limited to one annually
Physical/Occupational Therapy	100%	100%	Hospital based therapist, following hospital stay
Ambulance, Private Duty Nursing & Durable Medical Equipment	80%	80%	Some restrictions. Contact customer relations.

Home Care & Hospice Care	100%	100%	In lieu of hospitalization. Includes doctor, nurse and home health aide visits.
Inpatient Mental Health Care	100%	100%	Limited to 45 days per calendar year, or 90 days for serious mental illness
Outpatient Mental Health Care	\$15 individuals \$10 group	\$15 individuals \$10 group	20 visits per calendar year
Inpatient Substance Abuse	100%	100%	Rehabilitation: up to 30 days per year, 90 days lifetime, Detoxification: up to three admissions or 21 day per year
Outpatient Substance Abuse	\$15 individuals 10 group	\$15 individuals 10 group	Limited to 30 hours per year plus 20 hours for eligible dependents
Dependent Coverage	Yes	Yes	Same as subscriber, includes spouse and unmarried, dependent children though age 19, students through age 23
Organ Transplant	100%	100%	Covered for eligible cost associated with kidney, cornea and homologous bone marrow transplants. This coverage to include heart, lung, heart-lung, liver, pancreas and small intestine transplants.

East Greenwich Fire District

ESSENTIAL JOB FUNCTIONS

FIREFIGHTER/EMT-C

Physical Demands

The physical demands described here are representative of those that must be met by a member assigned to the four-platoon system of the East Greenwich Fire District.

- 1) Ascending or descending ladders, stairs, scaffolding, ramps, poles, ropes, and the like, using the feet or legs and/or hands and arms.
- 2) Be able to walk, stand, crouch, or run on difficult terrain, surfaces and in confined space.
- 3) Bending the body downward and forward by bending the spine at the waist.
- 4) Bending the legs at the knees to come to rest on the knee or knees.
- 5) Bending the body downward and forward by bending at the legs and spine.
- 6) Moving about on the hands and knees or hands and feet.
- 7) Extending the hand and arms in any direction.
- 8) Handling, seizing, holding, grasping, turning or otherwise working with the hand or hands.
- 9) Picking, pinching or otherwise working with the fingers primarily (rather than with the whole hand or arm as in handling).
- 10) Perceiving such attributes of objects and materials as size, shape, temperature, or texture, by means of receptors in the skin, particularly those of the fingertips.
- 11) Considerable ability to lift ladders, lift and maneuver equipment and to maintain one's balance with heavy loads and under adverse conditions.

Firefighter Tasks (may use one or more of the above physical demands).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- 12) Use hose, bucket, sponge, brush and water to clean the exterior and interior of fire apparatus.
- 13) Use writing material for the purpose of maintaining the daily log and to record and document other pertinent information.
- 14) Read and comprehend relevant manuals and Standard Operating Guidelines.
- 15) Read and quickly identify placarded materials at the scene of a fire or hazardous materials incident.
- 16) Use an appropriate wrench, operate the control nut on a fire hydrant for the purpose of starting and stopping the flow of water from the hydrant.
- 17) Given the appropriate personal protection uniform and clothing, rapidly don and remove this equipment.
- 18) Advance various size fire hose of various lengths in hazardous, undesirable, and normal atmospheres under normal and emergency circumstances.
- 19) Advance various size fire hose of various lengths over coarse and rugged terrain and into buildings of various heights and configurations.
- 20) Remove a smoke ejector from its storage place on the vehicle and carry it to where it will be utilized, including up stairwells and ladders.
- 21) Rapidly enter the area where the back step person will be riding on the vehicle while wearing full protective clothing, secure safe riding position and don the self-contained breathing apparatus, and safely exiting the apparatus.
- 22) Operate a fire department vehicle safely at a speed that may exceed the prima-facia speed limit through traffic, which may be sparse or congested.
- 23) Communicate effectively and coherently over fire department radio channels while initiating and responding to radio communications.
- 24) Direct a stream of water or chemical onto a fire.
- 25) Remove a ladder from a fire truck and position the ladder against a structure for the purpose of gaining access.
- 26) Be able to determine proper ladder placement, hydraulics, pump pressure and other fire-related duties which require mathematical knowledge.
- 27) Be able to determine proper nozzle selection, hose couplings and hose selection.

- 28) Climb a ladder to gain access to the upper levels of a building.
- 29) Assist individuals from a burning structure by stairway, elevator or ladder.
- 30) Use an axe, chisel, power tool or other device to create an opening in buildings for the purpose of ventilation or gaining entrance.
- 31) Administer first-aid and mechanical or artificial respiration to persons overcome by fire, smoke or other toxins.
- 32) Using proper body mechanics and with the assistance of another person, remove, maneuver, manipulate mechanical stretcher.
- 33) With another person(s), using proper body mechanics, place the victim of an accident or illness on a mechanical stretcher and then manipulate, maneuver and pick up the stretcher and place it into the rear of a rescue vehicle.
- 34) Perform rescue operations which may involve quickly entering and exiting fire department vehicles; lifting, carrying and drafting heavy objects; climbing over and pulling oneself over obstacles, ditches, streams; crawling in confined areas and or space; balance on uneven or narrow surfaces and using body force to gain entrance through barriers.
- 35) Climb the full length of ground and aerial ladders.
- 36) Climbing the full length of ground and aerial ladders carrying fire fighting tools or equipment while ascending and descending.
- 37) Lift, drag, bend and fold various size hoses for the purpose of packing the hose beds of fire apparatus.
- 38) Using the appropriate tools, open ceilings, floors, walls to expose hidden fires and pull apart burning materials for the purpose of extinguishment.
- 39) Utilize table relating to hydraulics, flash temperatures, friction loss, etc.
- 40) Operate as both a member of a team and as an individual at situations of uncertain duration.
- 41) Spend extensive time outside exposed to the elements.
- 42) Tolerate extreme fluctuations in temperatures while performing duties. Temperatures may reach 400 degrees F in humidity that may reach 100%. Members shall be able to tolerate these conditions while wearing protective equipment.
- 43) Work in wet, icy, and muddy conditions.

- 44) Must be able to perform all duties on slippery or hazardous surfaces.
- 45) Work in areas that may pose serious health risks to an individual (toxic substances, infectious diseases, and other dangerous substances).
- 46) Be able to function in all of these listed duties while wearing protective clothing weighing approximately 50 pounds.
- 47) Perform physically demanding work while wearing positive pressure breathing equipment.
- 48) Perform complex acts and make life or death decision in times of emergency conditions.
- 49) Perform functions in the face of grotesque sights and smells attributable to major trauma or burn victims.
- 50) Make rapid transitions from rest to near maximal exertion without warm-up periods.
- 51) Perform all duties while in conditions of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces.