



**AGREEMENT**

**BY AND BETWEEN**

**TOWN OF MIDDLETOWN**

**AND**

**MIDDLETOWN FIRE FIGHTERS' ASSOCIATION**

**LOCAL 1933**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**AFL-CIO**

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**EFFECTIVE JULY 1, 2023, TO JUNE 30, 2026**

TABLE OF CONTENTS



ARTICLE 1.	RECOGNITION.....	2
ARTICLE 2.	ANTI-STRIKE PROVISIONS.....	2
ARTICLE 3.	MANAGEMENT RIGHTS.....	2
ARTICLE 4.	UNION MEMBERSHIP, DUES AND ASSESSMENTS.....	2
ARTICLE 5.	LEAVE OF ABSENCE WITHOUT PAY.....	3
ARTICLE 6.	BEREAVEMENT LEAVE.....	4
ARTICLE 7.	UNION BUSINESS.....	4
ARTICLE 8.	GRIEVANCE PROCEDURE.....	5
ARTICLE 9.	MINIMUM STAFFING.....	6
ARTICLE 10.	OVERTIME .....	7
ARTICLE 11.	INJURY OR ILLNESS IN THE LINE OF DUTY.....	8
ARTICLE 12.	RULES AND REGULATIONS.....	10
ARTICLE 13.	HOURS.....	10
ARTICLE 14.	ANNUAL LEAVE.....	10
ARTICLE 15.	CLOTHING MAINTENANCE ALLOWANCE.....	13
ARTICLE 16.	PROMOTIONAL PROCEDURE .....	14
ARTICLE 17.	INSURANCE .....	19
ARTICLE 18.	SENIORITY.....	22
ARTICLE 19.	DUTIES.....	23
ARTICLE 20.	PAID HOLIDAYS.....	23

ARTICLE 21.	SICK LEAVE .....	24
ARTICLE 22.	PENSION.....	25
ARTICLE 23.	WAGES.....	26
ARTICLE 24.	OUT-OF-RANK PAY.....	27
ARTICLE 25.	SPECIAL SERVICE PAY.....	27
ARTICLE 26.	BOMB SEARCHES, ETC. ....	29
ARTICLE 27.	INDEMNIFICATION.....	30
ARTICLE 28.	TRAINING.....	30
ARTICLE 29.	STANDBY LEAVE.....	31
ARTICLE 30.	FIRE WATCH DUTY.....	31
ARTICLE 31.	PERSONAL TIME.....	32
ARTICLE 32.	TRANSFERS.....	32
ARTICLE 33.	LONGEVITY PAYMENTS.....	32
ARTICLE 34.	LAYOFF OF EMPLOYEES.....	33
ARTICLE 35.	WORK RESTRICTIONS.....	34
ARTICLE 36.	PHYSICAL FITNESS AND TOBACCO USE.....	34
ARTICLE 37	ALTERATION OF AGREEMENT.....	34
ARTICLE 38	SEVERABILITY OF PROVISIONS.....	35
APPENDIX I	SHIFTS.....	36
APPENDIX II	CIVILIAN DISPATCH WAGE RATES.....	37
APPENDIX III	STAFFING AND TABLE OF ORGANIZATION.....	38
APPENDIX IV	PRESCRIPTION BENEFITS FOR RETIREES.....	39



AGREEMENT



This Agreement entered into this 30th day of June A.D. 2023, by and between the Town of Middletown, Rhode Island, and the Middletown Fire Fighters' Association, Local 1933 of the International Association of Fire Fighters, AFL-CIO.

WITNESSETH

In consideration of the mutual promises and undertakings hereinafter set forth, and in the Town of Middletown, hereinafter referred to as the "Town", and the Middletown Fire Fighters' Association, Local 1933 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union" or "Local 1933", hereby agree to the following terms and conditions of employment of employees of the Middletown Fire Department for the fiscal years of said Town commencing July 1, 2023 and ending June 30, 2026.

NON-DISCRIMINATION

The Town and Union agree there shall be no discrimination against any employee by reason of race, color, creed, religion, gender, gender identity or expression, sex, age, national origin, political beliefs or political affiliation and activities, or any other lawfully prohibited basis of discrimination. The Town agrees that it will not discharge or discriminate against a member of the bargaining unit because of membership or lawful activity in or on behalf of the Union. The Town and Union further agree that each shall not discriminate against any employee for declining membership in the Union or refraining from engaging in any activities of the Union protected by the Rhode Island State Labor Relations Act.

All references to employees in this Agreement designate all genders and wherever the male gender is used, it shall be construed to include employees of all genders and gender identities.



**ARTICLE 1. RECOGNITION**

The Town hereby recognizes that the Union is the sole and exclusive representative of all employees of the Middletown Fire Department, with the exception of the Chief and the position of civilian administrative assistant, for the purposes of collective bargaining with respect to wages, rates of pay, hours of work and other terms and conditions of employment.

Employees on unpaid leave of absence or absent from service to the Town due to active military service or otherwise shall not be covered by this Agreement except to the extent required by law or as expressly otherwise provided in other sections of this Agreement.

**ARTICLE 2. ANTI-STRIKE PROVISIONS**

In accordance with Section 28-9.1-2 of the General Laws of Rhode Island, 1956, as amended, all members of the Fire Department covered by this Agreement shall have no right to engage in any form of unlawful concerted activity, including without limitation, any work stoppage, slow down or strike.

**ARTICLE 3. MANAGEMENT RIGHTS**

The Town shall have the sole power and authority to control the operation and management of the Fire Department, as provided by state law, Town Ordinance and the Town Charter.

**ARTICLE 4. UNION MEMBERSHIP, DUES AND ASSESSMENTS**

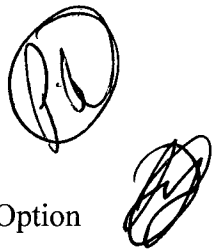
A. Upon being hired, employees shall make one of the following elections with respect to their Union membership:

Option #1—Employees may elect to become a member of the Union and shall pay membership dues and assessments as determined by the Union.

Option #2—Employees may elect not to become a member of the Union.

Elections made under this Section shall be in writing with copies submitted by the employee to the Town and the Union.

B. An employee wishing to change their membership status may do so by providing written notice to the Town and the Union. The change in membership status shall take effect upon receipt



of the notice by the Town and the Union.

- C. The provisions of R.I.G.L. § 28-9.1-18 shall apply to any employee who has elected Option #2.
- D. The Treasurer of the Union shall certify to the Town the amount of membership dues and assessments (Option #1). The Union shall give the Town thirty (30) days' notice prior to any change of these amounts.
- E. The Town agrees to withhold from employees' pay any membership dues and assessments from each payroll check. These withheld amounts shall be transmitted to the Treasurer of the Union the first month subsequent to the deduction.
- F. The Union agrees to indemnify and hold harmless the Town from any lawsuits, damages, judgments, results, ramifications and/or effects occurring pursuant any deductions made regarding any membership dues and/or assessments made by the Town at the request of the Union.

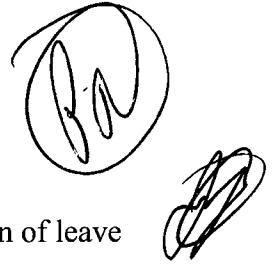
**ARTICLE 5. LEAVE OF ABSENCE WITHOUT PAY**

The Town Administrator may grant a regular employee leave without pay for a period of six (6) months, subject to the following conditions:

- (A) Leave without pay may be granted only when it is in the interests of the Town to do so. The needs of the employee shall be considered when he has shown by his record to be of more than average value to the Town and when it is desirable to retain the employee even at some sacrifice.
- (B) During an employee's approved leave of absence, his position may be filled by temporary appointment, temporary promotion, or detail of another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position he vacated if the position still exists; or if not, to any other vacant position in the same class. If this is not possible, he or she shall be transferred to another position for which he qualifies and a vacancy exists or normal layoff procedures shall be used to assign the employee to a position, or to determine which employee shall be separated.
- (C) Approved leave without pay shall not constitute a break in service, and approved leave for less than ninety (90) days shall have no impact on benefits of this Agreement, such as annual or sick leave or pension benefits. Ninety (90) day extensions may be granted based on the

circumstances.

- (D) Failure on the part of the employee to report promptly at the expiration of leave without pay may be cause for dismissal.
- (E) The employee shall have the option to request an extension of six (6) months for a total leave period not to exceed one (1) year.



**ARTICLE 6. BEREAVEMENT LEAVE**

(A) Each employee shall be granted forty-eight (48) hours of leave with pay in the event of a death of his mother, father, aunt, uncle, child, spouse, domestic partner, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, adopted children, stepparents and any stepchildren living within the household of the employee.

(B) Forty-eight (48) hours of leave with pay shall be granted in the event of the death of a spouse's or domestic partner's brother, sister, aunt, uncle, grandparent, or grandchild, or a stepparent or a stepchild residing outside the employee's household.

(C) Bereavement leave with pay, under subparagraph (A) above, will not be charged to sick leave or vacation time. Bereavement leave with pay, under subparagraph (B) above, will be charged to sick leave.

(D) The forty-eight (48) hours period should maximally include the day after the date of notification to and including the day after the funeral. Additional days may be granted for extenuating circumstances, such as travel or religious mandates. If the additional days are needed the employee shall notify the Chief as to the need.

(E) Additional days granted under subparagraph (A) above shall be charged to sick leave. Additional days granted under subparagraph (B) above shall be charged to annual leave.

**ARTICLE 7. UNION BUSINESS**

Those members of the Fire Department who are officers or representatives of the Union shall be allowed time off for official Union business on matters relating to bargaining with the Town, attending Labor Education Conferences and Seminars, State, Regional and National functions without loss of pay and with no requirement to make up said time off, provided however that all requests for time off for such purposes be given at least 48 hours in advance when possible

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and further provided that no more than two (2) employees will be allowed time off with pay on any shift.

**ARTICLE 8. GRIEVANCE PROCEDURE**

The Town and the Union agree it is desirable to resolve problems and issues informally. Both parties further agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible. For the purposes of this section, any reference to a “day” means a “a weekday (M-F)”. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall take the matter up with his immediate supervisor who shall take the necessary steps to adjust the complaint if it is in his power to do so. The immediate supervisor shall respond to the employee prior to the end of the next tour of duty.

Step 2. If the immediate supervisor is unable or unwilling to adjust the grievance, the aggrieved employee shall take the matter up with the Executive Committee of Local 1933 within fifteen (15) days of the date of occurrence or knowledge thereof. If, in the judgment of the Executive Committee, the nature of the grievance justifies further action, it shall, through the President or Vice President of Local 1933, bring the grievance to the attention of the Fire Chief not later than fifteen (15) days from the date of the receipt of the grievance.

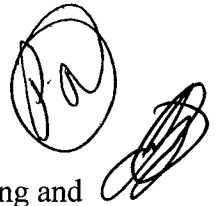
The Fire Chief shall meet with the President or Vice President of Local 1933 within (10) days of receipt of a request from the Executive Committee of Local 1933. If either party feels it necessary, the individual or individuals involved in the grievance shall appear at this meeting.

In addition to the foregoing procedure, Local 1933 shall have the right to bring a grievance on behalf of any employee or on its own behalf. In such a case the grievance shall be presented directly to the Fire Chief within thirty (30) days of the date of the occurrence of the alleged grievance.

The Fire Chief shall render a written decision within ten (10) days of said meeting.

Step 3. If the grievance is not resolved following the response at Step 2, the grievance may be presented to the Town Administrator within ten (10) days. Within ten (10) days of receiving the grievance, the Town Administrator shall call a meeting which shall include the Fire Chief, the complainant, members of the Executive Committee of Local 1933 and any other





individuals involved in the complaint. The Town Administrator shall preside at the meeting and hear the entire case to obtain all of the facts. The Town Administrator shall render a written decision within ten (10) days of said meeting.

Step 4. If any agreement cannot be reached via the method herein set forth, Local 1933 may request arbitration by written notice thereof. The matter shall be referred to the American Arbitration Association (AAA) for selection of an arbitrator. Arbitration proceedings shall be in accordance with the AAA's voluntary arbitration rules. The arbitrator shall have no power to add to, or subtract from or change the terms of the contract but shall have the power to fashion any remedy he deems necessary, within these parameters. The decision of the arbitrator shall be final and binding upon the parties. Costs and expenses of the arbitrator shall be shared equally by the parties.

Should the Town fail to comply with the time limits herein, Local 1933 may appeal immediately to the next step. Time limits may be extended by mutual consent.

Any disciplinary action taken against any employee covered by this Agreement, including but not limited to removal, demotion, reduction in rank or suspension (with or without pay), shall be subject to the grievance procedure herein set forth. For the purposes of this section, Administrative Leave is not considered a disciplinary action, provided it does not exceed 30 days.

## **ARTICLE 9. MINIMUM STAFFING**

1. There shall be no less than two (2) members assigned to each in-service apparatus
2. Staffing levels of eight (8) minimum, plus civilian dispatch, shall be in accordance with Appendix III (see attached).

New private fire fighters shall not be counted toward the minimum staffing requirements until they have completed ninety (90) days on the Fire Department. New private fire fighters hired with more than one (1) year of experience as paid fire fighters from another paid fire department shall be counted after sixty (60) days.

The Town and Union agree to meet and discuss possible increases to the Minimum Staffing of the Fire Department if an additional station or additional territory is added to the public safety responsibilities of the Fire Department during the term of this Agreement.

The parties understand that the Town may employ part time and/or fulltime civilian

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personnel to serve as dispatchers. Fulltime civilian dispatchers will be members of the bargaining unit and will receive the benefits and be subject to the terms and conditions set forth in the Town's Personnel Ordinance unless otherwise specified by the express mention of civilian dispatchers, in a section or sections of this Agreement. Fulltime civilian dispatchers shall receive retirement benefits on the same terms as are applicable to the hourly employees in the Department of Public Works (e.g., those hired before July 1, 2012 shall be enrolled in the general Municipal Employees Retirement System, and those hired on or after July 1, 2012 shall be enrolled in a defined contribution plan only on the same terms as hourly DPW employees), and shall be eligible to receive health, dental, and life insurance coverage during the term of their employment on the terms set forth in this Agreement. No other term of this Agreement shall be construed as mentioning or having reference to civilian dispatchers nor to have any application to civilian dispatchers who are members of the bargaining unit unless that term specifically states that it is "applicable to civilian dispatchers." Those articles of their Agreement that shall be applicable to civilian dispatchers who are members of their bargaining unit shall be Articles 1, 2, 3, 4, 8, 12, 14(M), 20(B), 27, 29, 31 36(B), and 37 only. Civilian dispatchers' wage rates are attached at Appendix II.

Any civilian dispatcher possessing at least a current State of R.I. EMT-B certification upon hiring, shall enter at Step B as set forth in Appendix II.

All CPR, First Aid, and EMT-B certifications held by civilian dispatchers shall be refreshed in the same manner as is currently provided for Fire Department personnel.

### **ARTICLE 10. OVERTIME**

(A) Employees covered by the terms of this Agreement shall be compensated at the rate of one and one-half (1-1/2) times their respective hourly rates for any and all work performed beyond their regular scheduled work, and shall be compensated for a minimum of two (2) hours when called back and a minimum of one (1) hour when working past their respective shift change at 0800 hours or 1800 hours.

(B) When callback occurs within thirty (30) minutes of the start of shift change at 0800 hours or 1800 hours, an employee on the oncoming shift shall be paid only one (1) hour for such callback.

(C) Overtime shall not be available to an employee for the shift immediately following the use of sick leave.

(D) Overtime rates shall be in accordance with the Federal Fair Labor Standard Act.

(E) Overtime procedure shall be mutually agreed upon by the Union and the Fire Chief.

### **ARTICLE 11. INJURY OR ILLNESS IN THE LINE OF DUTY**

(A) When any fire fighter contracts an illness or suffers an injury arising out of the performance of his duties, which does not permanently disable him from performing all of the duties of a fire fighter of the Fire Department, such employee shall be entitled to and shall receive the benefits set forth in Rhode Island General Laws, Chapter 45-19-1 during the period of his incapacity.

(B) When any fire fighter contracts an illness or suffers any injury arising out of the performance of his duties, which permanently disables him from performing all of his duties as a fire fighter of the Middletown Fire Department, such employee shall be retired on disability pension at a rate of 66 2/3% of his final salary in accordance with the governing provisions of the Municipal Employees Retirement System (MERS) (R.I. Gen. Law, § 45-21.2-9. Retirement for accidental disability.) In addition, thereto, the Town shall pay all medical, surgical, dental, optical, or other attendance or treatment, nurses and hospital services, medicines, crutches and apparatus, as may be necessary and which related to the illness or injury which disabled such employee.

(C) If the Town questions the disability of any employee, the Town shall have the right to have such employee examined by a physician of its selection. If the physician selected by the Town finds that the employee is not disabled from performing all of the duties of a fire fighter of the Middletown Fire Department, the employee shall be entitled to be examined by his own personal physician. Upon receipt of written notice from the Town physician that the employee is no longer disabled, the employee or union shall have five (5) weekdays to notify the Town of his intent to seek an alternate physician's opinion. If the opinion of the employee's personal physician is in conflict with that of the Town's physician as to whether or not the employee is disabled from performing all of the duties of a fire fighter of the Middletown Fire Department, then a third physician, mutually agreeable to the Town's physician and the employee's personal physician,

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shall be selected within forty-five (45) days. The third physician shall examine said employee promptly, and the opinion of the physician so selected shall be conclusive and binding on the Town and Employee.

If the third physician finds that the employee is disabled from performing all of the duties of a fire fighter of the Fire Department, the Town shall continue to pay said employee his benefits and the medical expenses hereinbefore referred to, and no further such examination shall take place.

If the third physician finds that the employee is capable of performing some of the duties of a fire fighter of the Middletown Fire Department, the Town shall offer such employee employment in such capacity in the Fire Department, and the employee shall not unreasonably refuse such work, without reduction in pay, and the Town shall continue to pay all medical expenses relating to said employee's illness or injury. In the event the Town does not offer the employee employment in the Fire Department in a position which he is found capable of performing, the Town shall continue to pay the employee his full salary and all medical expenses relating to such illness or injury referred to.

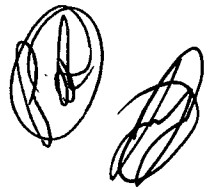
(D) No employee shall be deprived of the benefits provided above by being involuntarily placed on pension which the Town may provide for employees of the Fire Department.

(E) Modified Duty

Modified duty shall consist of dispatcher or fire prevention duties. Qualifications for modified duty shall be on-the-job or off-the-job injuries. To be eligible for modified duty, employees must provide a medical certificate signed by the attending physician stating eligibility status for the performance of modified duty. Employees shall sign a waiver releasing the Town from any further liability regarding the injury as a result of the employee's participation in the modified duty position. The waiver shall also hold the Town harmless should said employee, after receiving the medical certificate, wish to perform other modified-duty tasks such as truck checks, maintenance or other duties that will not harm the employee.

If more than one (1) employee per platoon is eligible for modified duty, the senior employee shall have priority. All others shall have the option to accept a temporary transfer to another shift or to fire prevention or to use sick leave if off duty for reason of illness or injury.

Officers shall be included in eligibility for the modified duty position.



**ARTICLE 12. RULES AND REGULATIONS**

Each new member shall receive a copy of the Fire Department’s Rules and Regulations before he reports for his or her first tour of duty. The Union reserves the right to make comment in writing on any and all sections of said Rules and Regulations to the Chief and to provide a copy thereof to the Town Administrator.

An advisory committee consisting of two (2) Fire Fighters and two (2) officers shall be named by the Union to cooperate with the Chief in amending and updating said Rules and Regulations so that they will be pertinent to present day conditions and methods of the Fire Department.

The Rules and Regulations, as adopted or amended shall not contravene this Agreement.

**ARTICLE 13. HOURS**

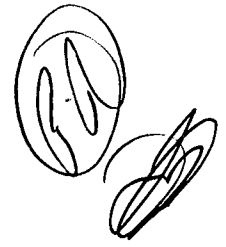
Employees covered by this Agreement shall work a forty-two (42) hour a week, as attached to this agreement. Firefighters are scheduled over an eight (8) day period, which repeats. The eight (8) day period may also be referred to as a ‘tour’. The schedule shall consist of one (1) ten (10) hour day shift, followed by one (1) fourteen (14) hour night shift, followed by forty eight (48) hours off duty, followed by one (1) ten (10) hour day shift, followed by one (1) fourteen (14) hour night shift, followed by ninety-six (96) hours off duty. (See Appendix I.)

The term ‘shift’ may be used to refer to either the day or night work period. The day shift is a ten (10) hour work period that begins at 0800 and ends at 1800. The night shift is a fourteen (14) hour work period that begins at 1800 and ends at 0800.

**ARTICLE 14. ANNUAL LEAVE**

Employees covered by this Agreement shall be allotted annual leave in the following manner, and such leave shall be credited as of July 1 of each year at the level that the employee will attain in that fiscal year:

- 1. After six (6) months of service ..... 48 hours
- 2. After one (1) year of service ..... 96 hours



- 3. After two (2) years of service ..... 168 hours
- 4. After five (5) years of service ..... 228 hours
- 5. After fifteen (15) years of service ..... 312 hours

(A) Employees shall have the option of selling back up to forty-eight (48) hours of annual leave per year. Each employee wishing to sell back unused annual leave must document the number of hours they will be selling back in the next fiscal year, during the Open Enrollment period administered by the Finance Office held during the month of January.

(B) For the purposes of payback of annual leave upon separation from service or for sellback of days as provided in this section, one (1) day of annual leave shall equal twelve (12) hours.

(C) Hours of annual leave shall be used in accordance with the employee's personal wishes whenever possible.

(D) An employee's length of service shall not be reduced by sick or injury leave or authorized leave of absence of three (3) months or less. The Town shall furnish the Union an annual leave roster, listing the personnel by seniority and showing the amount of annual leave allotted to each person, not later than thirty (30) days prior to July 1<sup>st</sup> of each year.

(E) During the period from June 1 to June 10, personnel will be granted an annual leave period ("Guaranteed Leave"); by seniority; as requested; for accumulated leave on the following basis:

- (1) Personnel accumulating annual leave at the rate of 312 hours per year will be granted a leave period not to exceed three (3) tours, plus four (4) shifts; or four (4) tours.
- (2) Personnel accumulating annual leave at the rate of 228 hours per year will be granted a leave period not to exceed two (2) tours, plus four (4) shifts; or three (3) tours.
- (3) Personnel accumulating annual leave at the rate of 168 hours per year will be granted a leave period not to exceed one (1) tour, plus four (4) shifts; or



two (2) tours.

(F) Prior to June 10<sup>th</sup> requests for leave for the ensuing fiscal year (July 1 – June 30) will be approved on the basis of seniority, according to rank, and subject to the provisions of this Article.

(G) Any request for leave encompassing four (4) or more consecutive shifts, submitted at least ten (10) days prior to the leave period shall take precedence, in effect canceling leave of less than four (4) shifts regardless of prior approval with the exception of “Guaranteed Leave”. Any employee whose leave is to be canceled shall have the option of upgrading his leave period to four (4) consecutive shifts or accepting the cancellation. If more than one (1) employee is so affected, seniority shall prevail among those having leave with prior approval. Leave granted under this provision may not be canceled.

(H) Leave periods in excess of sixteen (16) consecutive shifts shall not be granted, except in a documented personal emergency in which case approval of a Chief officer is required.

(I) No leave shall be approved for dates scheduled for E.M.S. training subsequent to the posting of those dates; or during any period for which the Chief, by written order, shall order no additional leave be granted. No leave having prior approval shall be canceled for any of the purposes in this paragraph.

(J) In the case of a public emergency, leave may be canceled and an employee recalled for duty. “Guaranteed Leave” may be canceled by the employee only under the following conditions:

- 1) Only the full tour or individual day(s) originally granted may be canceled.
- 2) All other members that may be affected by the cancellation must be notified or the request must be posted.
- 3) Request for cancellation must be submitted at least 45 days prior to the “Guaranteed Leave” date(s).
- 4) In the case of an on-the-job injury, “Guaranteed Leave” may be canceled at any time.
- 5) Guaranteed Leave may be cancelled at any time, by the employee, when it



conflicts with Bereavement Leave.

(K) Annual leave may be accumulated in excess of seven-hundred-twenty (720) hours; provided, however, that as of June 30 of each year, accumulated annual leave shall not exceed seven-hundred-twenty (720) hours. hours.

(L) If a firefighter has between 721 and 729 hours of annual leave accumulated as of June 30<sup>th</sup>, then the town will pay the employee for those hours in excess of 720 hours at the employee's current rate of pay.

(M) Civilian dispatchers shall accrue and be credited with annual leave as follows:

- (1) One (1) to five (five) years of service – 112 working hours;
- (2) After five (5) years of service – 168 working hours;
- (3) After ten (10) years of service – 224 working hours.
- (4) Dispatchers are entitled to accumulate annual leave until it totals not to exceed 240 working hours.

### **ARTICLE 15. CLOTHING MAINTENANCE ALLOWANCE**

Each member of the Fire Department shall receive an annual allowance for maintenance of clothing and equipment, as indicated below which shall be paid within six (6) weeks of commencement of the fiscal year of the Town:

Firefighter/Officer:  
FY2024-FY2026: \$1100.00

Civilian Dispatcher (Full time):  
FY2024-FY2026: \$550.00

Upon retirement or other termination from the Fire Department, employees shall return any serviceable PPE, personal issue SCBA mask, PASS device and ID cards to the Fire Department. A "Retired Fire Fighter" ID card will be issued upon retirement.

Clothing maintenance allowance shall be considered full payment for purchase of station uniforms mandated by 1988 legislation implementing the requirements of NFPA Standard 1500 (1987 edition)

The Town shall provide each new member with the new clothing and personal protective equipment listed below and such clothing and equipment shall be issued within sixty (60) days of



employment.

- 1 Bunker Coat with scotchlite trim and initials
- 1 Pair Bunker trousers with suspenders
- 1 Pair leather short boots with safety soles
- 1 Pair long boots with safety soles
- 1 Helmet with chin strap and adequate eye protection
- 1 Nomex hood
- 2 Spanner wrenches
- 1 Hose strap
- 1 Pair insulated fire fighting gloves
- 1 Rechargeable flashlight; Streamlight Survivor Model SL-90X or equivalent
- 1 Utility jacket
- 1 Dress uniform with hat, shirt and tie
- 1 Hat badge and 1 shirt badge
- 1 40' Kevlar safety rope with carabiner
- 1 Utility gloves
- 1 Safety vest
- 1 Safety Glasses
- 1 Personal issue SCBA mask and storage bag
- 1 Name tag
- 1 Tubular nylon self-rescue strap (1" x 15')

All other clothing or equipment that shall be required shall be initially provided by the Town.

In addition to the above items, the Town agrees to refurnish any of the above clothing or protective gear that is damaged in the line of duty to such a degree that it does not meet NFPA standards as determined by the Chief of the Fire Department. Up to one new pair of structural fire fighting gloves shall be issued per year at the request of the fire fighter.

**ARTICLE 16. PROMOTIONAL PROCEDURE**

(A) ELIGIBILITY

1) Battalion Chief: In order to take the promotional examination for Battalion Chief, an applicant shall be a fire fighter of the Fire Department and shall be an officer at the rank of Captain. In the event there shall be less than two (2) officers at the rank of Captain who take any promotional exam for Battalion Chief, then the exam shall be open to all permanent fire fighters of the Fire Department that have been an officer at the rank of Lieutenant for at least five (5) years. In the event less than three (3) Lieutenants take any promotional exam for the rank of Battalion Chief,

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then the exam shall be open for fire fighters of the Fire Department with at least ten (10) years of service as of the date of the written exam.

Beginning on July 1, 2023, any appointed battalion chief who has not previously done so shall successfully complete the following courses by June 30, 2026:

- Fire Service Instructor 1 – NFPA 1041
- Fire Officer 1 – NFPA 1021
- Fire Officer 2 – NFPA 1021
- Fire Officer 3 – NFPA 1021

Beginning on July 1, 2026, an applicant for battalion chief shall be required to have successfully completed the following courses:

- Fire Service Instructor 1 – NFPA 1041
- Fire Officer 1 – NFPA 1021
- Fire Officer 2 – NFPA 1021
- Fire Officer 3 – NFPA 1021

The chief shall have discretion to waive a course requirement if the class is not offered by the Rhode Island Fire Academy and completion via another fire academy or accredited agency is not practical as determined by the fire chief.

2) Captain: In order to take the promotional examination for Captain, an applicant shall be a fire fighter of the Fire Department and shall have been a Lieutenant of the Fire Department for at least two and one half (2-1/2) years. In the event that there shall be less than three (3) Lieutenants taking any promotional exam for Captain, the same shall be open to all permanent fire fighters of the Fire Department with at least seven and one half (7-1/2) years service on the Fire Department as of the date of the written examination.

Beginning on July 1, 2023, any appointed captain who has not previously done so



shall successfully complete the following courses by June 30, 2026:

Fire Service Instructor 1 – NFPA 1041

Fire Officer 1 – NFPA 1021

Fire Officer 2 – NFPA 1021

Beginning on July 1, 2026, an applicant for captain shall be required to have successfully completed the following courses:

Fire Service Instructor 1 – NFPA 1041 course

Fire Officer 1 – NFPA 1021

Fire Officer 2 – NFPA 1021

The chief shall have discretion to waive a course requirement if the class is not offered by the Rhode Island Fire Academy and completion via another fire academy or accredited agency is not practical as determined by the fire chief.

3) Lieutenant: In order to take the promotional examination for Lieutenant, an applicant shall be a fire fighter of the Fire Department and shall have at least four (4) years of service on the Fire Department, as of the date of the written examination, including his/her probationary period.

Beginning on July 1, 2023, any appointed lieutenant who has not previously done so shall successfully complete the following courses by June 30, 2026:

Fire Service Instructor 1 – NFPA 1041

Fire Officer 1 – NFPA 1021

Beginning on July 1, 2026, an applicant for lieutenant shall be required to have successfully completed the following courses:

Fire Service Instructor 1 – NFPA 1041 course

Fire Officer 1 – NFPA 1021

The chief shall have discretion to waive a course requirement if the class is not offered by the Rhode Island Fire Academy and completion via another fire academy or accredited agency is not



practical as determined by the fire chief.

(B) PROMOTIONAL EXAMINATION PROCEDURE

All promotional examinations shall consist of written examination, career enrichment credit points and seniority points based upon service on the Fire Department in accordance with the point system set forth below.

(C) PROMOTIONAL EXAMINATION POINT SYSTEM

- 1) A minimum of one hundred (100) points shall be allocated to the written examination with the exact number of points specified in the notice of any examination. A grade of 70% must be obtained on any written promotional examination in order to proceed further in the promotional process, except as provided by Section (D)(6) of this Article.
- 2) One (1) point for each full year of service on the Fire Department shall be awarded.
- 3) Twenty (20) points shall be allocated to the career enrichment credit portion. Points shall be allocated in the following manner and shall be granted prior to the written exam:

<u>FACTOR</u>	<u>POINTS</u>
Fire Science Degree, or Public Administrative Degree, or Emergency Management Degree	
M.S.	5 (Maximum)
B.S.	4
A.S.	3
If no candidate has a M.S. then B.S.	5
If no candidate has a B.S. then A.S.	5
If no candidate has any degree, then points assigned on per credit basis	3
Performance (Chief's points)	5
Promotional Board to be made up of three (3) non-interested firefighters chosen by Local 1933	3
Fire Safety, Suppression and Investigation, Rescue and Emergency Medical instruction from an	

approved agency, but not including Firefighter 1, 2, Hazardous Materials Operations, EMT-B, EMT-C or A-EMT.

0.1 point per 16 hours of instruction	Maximum of	7
TOTAL		20



4) No points shall be allotted for veterans preference credit.

(D) PROCEDURE

- 1) No promotional examination shall be given without notice of such examination having been given to all employees of the Fire Department at least ninety (90) days prior to the date set for the written examination provided, however, that in emergency situations such ninety (90) days notice period may be shortened upon the mutual agreement of the parties hereto.
- 2) Any promotional examination notice shall contain the source materials from which the written examination will be compiled.
- 3) All promotional examinations will be conducted by the Personnel Board in accordance with the Town Charter, Town Code and this Agreement.
- 4) In the event the person finishing highest is not appointed to a vacancy, the appointing authority shall furnish to the Personnel Board and to Local 1933 his reasons therefore in writing.
- 5) All vacancies shall be filled within ninety (90) days of the occurrence of the vacancy.
- 6) In the event no candidate passes the written examination, the reading period for the second written examination shall be sixty (60) days. After two testing cycles, the Chief may appoint a candidate to the position on a temporary basis, provided the candidate scored over sixty (60) points on the written examination. If the Chief makes such a temporary appointment, the appointee will then have one-hundred twenty (120) days to retake and pass the written examination, after which he/she will be appointed to the position. If the temporary appointee does not pass the written examination, the Chief may continue the temporary appointee in the position. If the Chief chooses not to continue the appointment, the testing process shall begin again.
- 7) In the event of a tie after the completion of the promotional procedure, the scores of those

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tied shall be recalculated to ensure accuracy. If the tie still exists, the order of the candidates shall be determined based on their rank seniority (i.e., the number of years they have served in their current rank.)

(E) NEW POSITIONS

In the event any new bargaining unit rank is created within the Fire Department, the Town and Union will meet to collectively bargain eligibility requirements for promotion to such position.

(F) EXAMINATION BOOKS

The Town will maintain two (2) sets of reference materials within the fire station for each promotional examination that is administered.

(G) PROBATIONARY PERIOD

Any employee promoted to a higher rank shall serve a six (6) month probationary period to determine his fitness to serve in that rank.

**ARTICLE 17. INSURANCE**

The Town shall provide the following for all fire fighters and employees covered under this Agreement:

(A) Effective July 1, 2014, the Town shall make available a PPO insurance product and a High Deductible (\$2,000 / \$4,000) Health Savings Account (HSA) product. Employees shall choose one of the two health insurance options.

1) The plan design for the PPO product shall consist of:

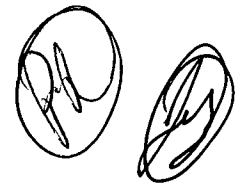
A \$500 deductible/coinsurance plan

Primary Care Physician office visits \$15.00

Specialist's office visits \$25.00

Urge-Medical Centers \$25.00

Emergency Room visits \$100.00



Vision Rider \$100.00

Chiropractic office visits – 12 annual visits

Prescription Plan - \$ 7.00 Generic Brands

\$30.00 Preferred Brand Name

\$50.00 Non-Preferred Brand

\$50.00 Specialty Rx

Beginning on July 1, 2023, the employee co-share of the premium cost for the PPO plan is 15%.

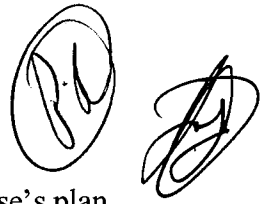
- 2) The plan design for the High Deductible HSA Plan shall consist of a \$2,000 (individual) / \$4,000 (family) standard deductible. The Town will advance to the employee’s HSA in the first pay period in July up to \$4,000 for a family plan and up to \$2,000 for an individual plan. The Town’s advance shall be repaid by the employee in approximately equal installments in each pay period during the fiscal year via pre-tax deduction. If an employee leaves service with the Town, for any reason, the employee shall be responsible for repaying the Town’s advance in full, which the Town may deduct from such employee’s final paycheck.

Beginning on July 1, 2023, the employee co-share of the premium cost for the HSA plan is 1% .

Beginning on July 1, 2024, the employee co-share is 1%. Beginning on July 1, 2025, the employee co-share will be 2%.

(B) Effective January 1, 2011, the Town shall pay 80% of the cost of Delta Dental with Levels I, II, III, and IV to all employees and their eligible dependents.

(C) Upon retirement, Fire Fighters of the Fire Department shall receive the same health care coverage, not to include dental insurance, which can be purchased through the town, as is provided to active employees. For fire fighters retiring as of July 1, 2004, the Town may provide two individual health and/or dental insurance plans for the retiree and spouse in lieu of one family plan, when there are no dependents eligible for coverage or for employee and dependents when there is no spouse eligible, once the Town health plan has been amended to accommodate these tiered choices. If dependents or spouse need to be added, the retiree may transfer back to a Family plan at that time. If a fire fighter, retiring as of July 1, 2004, is eligible to receive the same health insurance coverage under a policy held by a spouse, the Town shall not be required to maintain



the group health insurance coverage for the retiree during the period covered on the spouse's plan. If no longer eligible for coverage under the spouse's plan the Town coverage shall be reinstated. During the period of coverage under the spouse's plan the Town shall reimburse the employee for any expenses incurred for such coverage and such reimbursement shall be on a tax-free basis. Upon attainment of the appropriate age, retirees shall enroll in Blue Cross Plan 65 with CVS Caremark RX Benefits, Medicare Part B, and Group Plan 65 Plan G with an additional policy to maintain family coverage, if needed. A copy of the CVS Prescription Benefits product as of July 1, 2023, is attached as Appendix IV. Such coverage shall be individual or family dependent on status. Upon submission of proof of enrollment in June and December of each year, the Town shall reimburse the Part B Medicare cost to retirees. Blue Chip for Medicare shall be available to the retiree at his option. Firefighters retiring between January 1, 2011 and June 30, 2014, must contribute twenty (20%) percent of the cost of monthly premium for the applicable coverage under this subsection (C) in order to be eligible to receive it. (Firefighters eligible for retirement as of January 1, 2011 and who retire on or before February 28, 2011, shall not be subject to the twenty (20%) percent retiree health care contribution nor to the plan redesign that took effect as a result of the 2010-2011 arbitrated agreement). Firefighters retiring on or after July 1, 2014 shall be subject to the cost-sharing provisions set forth in subsection (A) of this Article.

(D) For purposes of on-the-job injury coverage, all fire fighters are required to be enrolled through the Town's plan under IOD coverage.

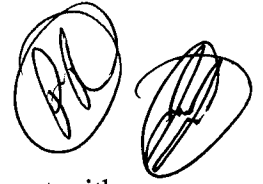
(E) The Town further agrees to purchase life insurance from the Rhode Island State Association of Fire Fighters at the premium rate quoted for the next fiscal year with the following caps:

FY2023 thru FY2026: Premium cost 0.92 per \$1,000 per employee per month  
Coverage for the period of this Agreement will be Fifty Thousand Dollars (\$50,000). The Union acknowledges the Town's right to provide life insurance through an alternate provider.

(F) Line of duty death benefit.

In the event a fire fighter dies in the line of duty, the Town shall pay all funeral expenses up to a maximum of Twenty thousand dollars (\$20,000.00) per member. The Town will also pay to the deceased member's estate such member's accrued, unused sick leave at the member's regular rate of pay in lieu of the payment set forth in Article 21(C).





(G) Civilian Dispatchers, who retire after twenty-five (25) or more years of employment with the fire department, will be provided the same level of individual health care coverage as is provided to employees, provided that such retired Dispatchers shall pay 50% of the cost of such coverage. Such coverage will be offered to such retirees until they become eligible to obtain coverage by other health insurance, whether due to a spouse's employment, their own employment, any government program or otherwise. No employee or retiree shall be eligible for town sponsored coverage unless he provides the town on or before July 1 of each year with an affidavit averring that the employee or retiree is not eligible to obtain such alternate coverage.

### **ARTICLE 18. SENIORITY**

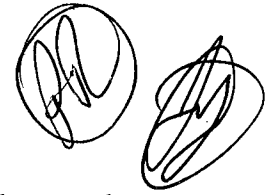
(A) Seniority shall be by classification and consist of relative length of service to the Town of each employee in his respective classification. An employee's length of service shall not be reduced by lost time due to sick or injury leave or authorized leave of absence of not more than three (3) months.

(B) In the event that two (2) or more employees first report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appeared on the eligibility list from which their appointment or promotion to such classification is made, with employees standing higher on such eligibility list having the higher seniority.

(C) Thirty (30) days prior to July 1, of each year the Town shall furnish the Secretary of the Union a copy of the proposed seniority list. The Town and the Union shall have thirty (30) days in which to make any corrections or changes in said list and to signify their approval thereof. After the order of seniority has been approved by all parties hereto, a permanent and up-to-date list shall be furnished to the Union and posted and maintained on the Bulletin Board of the Fire Station for the benefit of all employees and all future seniority questions shall be resolved in accordance therewith.

(D) In the absence of an officer in charge, said officer shall be replaced, as far as possible, by a member of at least equal rank.

(E) In the event of an officer being absent and cannot be replaced by a member of at least equal rank, the officer position will be offered by seniority to first class fire fighters on duty.



In the event no first-class fire fighter chooses to fill the officer's position, the fire fighter on duty with the most amount of seniority shall fill the position. A private fire fighter cannot fill a vacancy of Battalion Chief.

(F) Temporary vacancies —In the event of a temporary vacancy of an officer, due to sick or injury leave or authorized leave of absence, said vacancy may be filled by temporary assignment. The temporary assignment shall be made utilizing the next candidate on the eligibility list for that rank and shall be for no less than sixty (60) days nor more than 180 days. During that period, employees so assigned shall receive all the pay and benefits afforded employees in those permanent positions.

**ARTICLE 19. DUTIES**

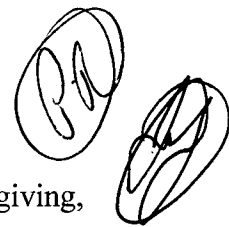
The duties of the members of the Fire Department shall be the protection and saving of human lives, as well as handling of emergency medical services, hazardous material incidents, technical and marine rescue and the prevention, control and extinguishing of fires, together with all necessary service functions, including maintenance and cleaning of equipment, apparatus and buildings of the Fire Department and other duties relating to the Fire Department deemed necessary by the Chief.

**ARTICLE 20. PAID HOLIDAYS**

(A) Members of the Fire Department shall be compensated at the rate of twenty-five percent (25%) of their respective weekly salary for the following holidays, and if a holiday shall occur during a period of a member's annual leave, such member shall have the option of one (1) day additional leave or such compensation.

- |                                |  |
|--------------------------------|--|
| 1. New Year's Day              | 8. Labor Day   |
| 2. Martin Luther King, Jr. Day | 9. Columbus Day  |
| 3. Lincoln's Birthday          | 10. Veterans Day   |
| 4. President's Day             | 11. Thanksgiving Day                                     |
| 5. Memorial Day                | 12. Christmas Day  |
| 6. Independence Day            | 13. Any other day declared a holiday by the Town Council |
| 7. Victory Day                 |  |

(B) The Town agrees to recognize the following holidays for civilian dispatchers: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day,



Memorial Day, July 4<sup>th</sup>, Victory Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day. On holidays in which the civilian dispatcher is scheduled to work, the Town agrees to compensate the civilian dispatcher 1 ½ times their regular rate of pay for hours worked on the holidays specifically referenced in this subparagraph (B). There shall be no pyramiding of overtime under this, or any other, provision of this Agreement. This provision is applicable to civilian dispatchers.

**ARTICLE 21. SICK LEAVE**

(A) Members of the Fire Department shall accrue and be credited with sick leave to be used for illness or injuries not covered in Article 11 in the following manner:

- 1) Fourteen (14) hours per month, for a total of one hundred-sixty-eight (168) hours per year.
- 2) Sick leave will be credited on an unlimited accumulated basis.

Sick leave shall be defined as leave with pay because of a fire fighter's or employee's inability to perform his regular duties caused by personal illness, physical incapacity, non-duty related injury, mental health, exposure to a non-duty related contagious disease or enforced quarantine (when established and declared by the Department of Health or other competent authority for the period of such quarantine only).

If a fire fighter or employee discharges sick leave pursuant to this article for a period in excess of four (4) consecutive shifts, then said fire fighter or employee shall be required to submit a physician's certificate to the Town. Notwithstanding any provision to the contrary, if a fire fighter or employee discharges sick leave in a pattern of suspected abuse, the Town may require authentication of such illness and the fire fighter's or employee's functional impairment from performing his regular duties.

In charging such leave, any hour of absence of work will be charged on an hour for hour basis.

Personnel on sick leave of two (2) or less consecutive working shifts will be expected to remain at their residence of record unless at a diagnostic or treatment facility.

(B) Use of sick leave to care for a member of the immediate family shall be allowed with the following conditions:

- 1) Up to thirty-six (36) hours per year may be used provided the family member is

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living within the employee's home and the employee furnishes satisfactory proof of illness and the necessity for attending to the immediate family member.

- 2) Immediate family member shall mean spouse, domestic partner and children
- 3) Other sick leave use shall meet the requirements set forth in Title III Chapter 37.077 through 37.082 of the Middletown Town Code.

(C) A fire fighter, upon retirement, death or termination from Town employment for reasons other than gross misconduct, shall be paid for all of his unused accumulated sick leave time. If payment is to be made for unused accumulated sick leave, either on retirement, death or termination of a fire fighter, to the fire fighter's family or estate at the time of death, it shall be paid at the rate of Six Dollars (\$6.00) per hour in FY2024, Six Dollars (\$6.00 per hour) in FY2025, and Eight Dollars (\$8.00) per hour in FY2026.

(D) Members who utilize leave pursuant to the Family and Medical Leave Act due to the birth/adoption of a child shall be permitted to discharge up to two-hundred-sixty-four (264) hours of accrued sick leave for use during the leave. The discharge of sick leave pursuant to this provision shall run concurrently with the FMLA entitlement(s) of the member.

## **ARTICLE 22. PENSION**

All employees hired after July 1, 2004, shall be enrolled in the State Retirement System pursuant to R.I.G.L. 45-21.2-22 (20 year retirement), with Plan C cost of living adjustment set forth in R.I.G.L. 45-21.52(3). Membership eligibility and contribution requirements are set forth by the Employees Retirement System of Rhode Island retirement board. The contribution requirements for the State Retirement plan for the fire group as of this Agreement include pretax employee contributions of nine percent (9%) of pensionable earnings, with the remaining cost funded with contributions from the Town.

All employees hired on or after July 1, 2011 shall be enrolled in the State Retirement System with the benefits set forth in §45-21.2-5 and 6, Optional Retirement for Members of Police Force and Fire Fighters (25 – year retirement/ Plan C COLA).



**ARTICLE 23. WAGES**

Effective July 1, 2023, through June 30, 2026, salaries for members of the Fire Department shall be as follows:

	Adjusted Salaries 7/1/2023	2% 7/1/2024	2% 7/1/2025
<b>Battalion Chief</b>			
Annual	\$82,500	\$84,150	\$85,833
Bi-weekly	\$3,173.08	\$3,236.54	\$3,301.27
<b>Captain</b>			
Annual	\$75,000	\$76,500	\$78,030
Bi-Weekly	\$2,884.62	\$2,942.31	\$3,001.15
<b>Lieutenant</b>			
Annual	\$70,000	\$71,400	\$72,828
Bi-Weekly	\$2,692.31	\$2,746.15	\$2,801.08
<b>Fire Fighter 1st class</b>			
Annual	\$64,000	\$65,280	\$66,586
Bi-Weekly	\$2,461.54	\$2,510.77	\$2,560.98
<b>Fire Fighter 2nd class</b>			
Annual	\$60,000	\$61,200	\$62,424
Bi-Weekly	\$2,307.69	\$2,353.85	\$2,400.92
<b>Fire Fighter 3rd class</b>			
Annual	\$56,000	\$57,120	\$58,262
Bi-Weekly	\$2,153.85	\$2,196.92	\$2,240.86
<b>Fire Fighter Probationary</b>			
Annual	\$52,000	\$53,040	\$54,101
Bi-Weekly	\$2,000	\$2,040.00	\$2,080.80

The Town has established a fund specifically designated to offset the Town's other post-employment benefits ("OPEB") liability.

Effective July 1, 2011, each fire fighter and employee shall contribute 1.5% of his base salary to the Town's OPEB fund via payroll deduction.

The probationary period for a fire fighter shall be one (1) year from the date of employment.

- Probationary Fire Fighter ..... During first year of service
- Third Class Fire Fighter ..... During second year of service



Second Class Fire Fighter ..... During third year of service  
 First Class Fire Fighter ..... After three years of service

**ARTICLE 24. OUT-OF-RANK PAY**

Fire fighters of the Fire Department who perform the duties of higher rank, shall be compensated at the same rate as the member for whom they are filling in, provided such service is for a period of one (1) full working shift or longer; but provided however, that the employee or fire fighter filling in and working at a higher rank shall be paid the longevity percentage applicable to his years of service. Such higher rate shall apply for all time spent in the performance of such duties.

**ARTICLE 25. SPECIAL SERVICE PAY**

(A) RESCUE TRUCK

The fire fighter assigned in charge of the rescue vehicle shall be entitled to a pay differential of one (\$1.00) per hour in FY2024, a pay differential of two (\$2.00) per hour in FY2025, and a pay differential of three (\$3.00) per hour in FY2026.

(B) RESCUE SPECIALIST

(1) Any employee qualified as a Rescue Specialist shall receive the following, as additional pay per year prorated and paid on a bi-weekly basis:

Effective July 1, 2025:

ANNUAL	\$4,000
BI WEEKLY	\$153.85

**QUALIFICATIONS:** Rhode Island licensure as a Paramedic with additional qualifications and approval to administer those emergency medical treatments associated with the life support skill level provided to the public by the Fire Department.



Effective July 1, 2023:

ANNUAL	\$3,450
BI-WEEKLY	\$132.69

**QUALIFICATIONS:** Rhode Island licensure as an EMT-C with additional qualifications and approval to administer those emergency medical treatments associated with the life support skill level provided to the public by the Fire Department.

**ASSIGNMENT:** A minimum of one Rescue Specialist will be assigned to the rescue vehicle. Officers qualified as Rescue Specialists may be assigned to the rescue vehicle by the Chief.

**DUTIES:** In addition to their regular duties, a Rescue Specialist will render those emergency medical treatments for which they are especially trained in accordance with established protocols and standard operating procedures. The Rescue Specialist will be responsible for maintaining the rescue vehicle and its associated equipment in regard to inventory, and recording the information required by medical treatment records. The Rescue Specialist will train platoon personnel to assist in rendering those emergency medical treatments for which they have been especially trained.

(2) Any employee, hired before July 1, 2007, other than a Rescue Specialist licensed in Rhode Island as an EMT-B with oral endotracheal intubation and defibrillation certification shall receive the following, as additional pay per year prorated and paid on a bi-weekly basis.

Effective July 1, 2023:

ANNUAL	\$2,700.00
BI-WEEKLY	\$103.85

(3) All off-duty time spent by an employee, while attending classes, to maintain any Emergency Medical Technician levels will be paid at the rate of time and one-half their regular hourly rate of pay.

(4) All employees hired after July 1, 2004, are required to possess and maintain at a minimum an EMT-B certification at all times. A reasonable lapse in certification may be permissible due to extenuating circumstances if mutually agreed to by the Town and Union.

(5) Employees covered by this Agreement who are members of the response team, shall receive a one-time payment of Two Hundred and Fifty (\$250.00) dollars in recognition for earning a Rescue Diver PADI certification (or equivalent).

Employees covered by this Agreement who are members of the response team, shall receive a one-time payment of Two Hundred and Fifty (\$250.00) dollars in recognition for earning a HAZMAT Technician certification (through Burgess Associates or other nationally recognized certifying agency).

Any details performed that require Rescue Diver or HAZMAT responders, and that are billable under any Federal, State or local laws, shall be paid and billed at the employee's triple time rate of pay, for a minimum of two hours. No more than six (6) certified fire fighters may respond per incident, unless the Fire Chief or his designee, at his sole discretion, determines that more are needed.

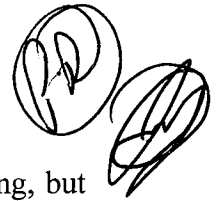
(C) ICE RESCUE, BOAT DETAIL and SCUBA DIVING

All fire fighters engaged in ice rescue, boat detail or scuba diving work shall be entitled to a pay differential on an hourly basis between his hourly rate of pay and the hourly rate of pay of a Lieutenant in the Fire Department, with a minimum pay differential guarantee of two (2) hours for such ice rescue, boat detail or scuba diving mission.

**ARTICLE 26. BOMB SEARCHES, ETC.**

No employee shall be required to attempt to control, deactivate or search for any bomb, or suspected bomb unless such employee shall have been specially trained in such procedures by





persons knowledgeable in the field. No employee shall be compelled to take such training, but may do so on a voluntary basis.

### **ARTICLE 27. INDEMNIFICATION**

The Town agrees to indemnify all employees against damages of loss caused or sustained by any civil suit or litigation against said employee for any act committed in the performance of his-duties. If said act is proven to be intentional wrongdoing or gross reckless misconduct on the part of the employee, such loss shall be limited to the full extent that such amounts are covered by its current insurer during the term of this Agreement.

### **ARTICLE 28. TRAINING**

(A) The Town shall assume or reimburse all costs of tuition and textbooks incurred for the members of the Fire Department attending any school, seminar or course pertaining to rescue work, medical treatment, fire technology or fire administration/public administration up to a total expenditure by the Town of three thousand dollars (\$3,000.00) per participating member per fiscal year.

Should a member of the Fire Department fail to successfully complete a course that has been paid for by the Town (i.e. failure, incomplete, withdrawal, etc.), the employee shall fully reimburse the Town for any and all costs associated with the course of study within a period not to exceed 13 pay periods or within six months.

Upon request by a firefighter/officer, the Town Administrator may authorize a one-time additional expenditure of no more than \$3,000 for extraordinary educational expenses related to the completion of an approved degree-awarding program or the successful completion of an approved paramedic program.

(B) The Town shall assume actual meal costs not to exceed Fifty Dollars (\$50.00) per day and the actual lodging costs incurred by members of the Fire Department attending any school, seminar or course approved by the Chief of the Fire Department, provided however, lodging costs shall be approved in advance by the Chief.

(C) Any fire fighter participating in or conducting fire service training mandated or conducted by the Fire Department, including EMS, water rescue and diving, during off duty hours,



shall be compensated at the overtime rate for such time.

(D) When more than one firefighter has requested a particular training or education opportunity, the Chief will make or grant the training or education assignment on the basis of seniority if all else is equal.

(E) Employees who are hired by the Town as firefighters after the effective date of this Agreement will reimburse the Town for the cost of their training if they voluntarily leave the Fire Department within three (3) years of completion of their training period as follows:

Less than one (1) year	75% of the cost of training
Between one (1) and two (2) years	50% of the cost of training
Between two (2) and three (3) years	25% of the cost of training

The costs include, but are not limited to, training expenses such as materials, gear, clothing and equipment, but shall not include compensation paid to the trainee by the Town for said training.

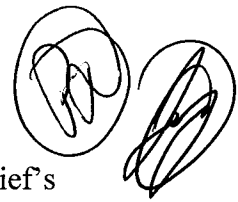
**ARTICLE 29. STANDBY LEAVE**

(A) Substitutions will be allowed for personal or family matters, and educational purposes. Requests will be submitted to the employee's platoon officer. The platoon officer may approve the request for the foregoing purposes if the substitution will not interfere with the work, training or minimum manning requirements of the fire department; or the work or training assigned to the individual seeking a substitution.

(B) In the case of an emergency, request may be made by the telephone. The employee requesting standby must state the name of standby, length of time involved, what officer has to be notified, etc.

**ARTICLE 30. FIRE WATCH DUTY**

Whenever any private person or organization is required to or shall seek the service of the employees of the Fire Department for Fire Department duties, such work shall be rotated by the Fire Chief among those employees who volunteer for such work during their off duty hours. Such employee(s) shall be paid at the rate of one and one-half (1 1/2) times the Battalion Chief's pay rate, rounded up to the nearest dollar, per hour with a minimum of four (4) hours for such duty. Such Fire Watch Duty Details shall be paid to the employee via the Town's bi-weekly payroll and shall be billed through the Town's Detail Billing Program. All details performed on a holiday as



per Article 20 (A) of this agreement, are to be paid and billed out at two times the Battalion Chief's pay rate rounded up to the nearest dollar, per hour with a minimum of four (4) hours for such duty. Shift strength shall not be reduced to provide fire watch services for any private person or organization, except in the case of emergency.

### **ARTICLE 31. PERSONAL TIME**

At the discretion of the Chief or the Officer in charge of a particular shift all personnel, but only one person at any given time, may be entitled to time off during any working period with a total accumulation not to exceed thirty-six (36) hours per year, without loss of pay and without the requirement to make up such time. No more than twelve (12) hours of such time, in a minimum of two (2) hours increments, may be used which causes overtime to cover the fill-in. If the time used does cause overtime then an equivalent number of hours will be deducted from the employee's sick leave.

At the discretion of the Chief or the Officer in charge of a particular shift, full-time civilian dispatchers may take up to sixteen (16) hours of personal time per year in a minimum of two (2) hour increments, without loss of pay and without the requirement to make up such time.

### **ARTICLE 32. TRANSFERS**

When positions are created in the Fire Department which do not represent promotions in grade, the Chief of the Department shall, giving a job description and the qualifications necessary, notify all personnel in writing a minimum of ten (10) days prior to the filling of said position. Personnel wishing to fill said position shall notify the Chief of the Department in writing of their interest and their qualifications. Transfers should only be made at the request of the personnel involved. Ten (10) days written notice shall be given to all personnel of pending transfers.

In the case of lateral shift transfers, ten (10) days written notice is required and no more than one (1) such transfer may be made per individual per year. All transfers require the approval of the Chief of the Fire Department, who shall have complete discretion in this area.

### **ARTICLE 33. LONGEVITY PAYMENTS**

Longevity payments shall be made in one lump sum on the first pay period next following the attainment of the anniversary of the service and shall be added to the employee's annual salary



so as to be included in his annual salary for retirement pension purposes.

Effective July 1, 2023 Longevity payments shall be as follows:

- (A) All employees with more than five (5) years, but less than ten (10) years service shall receive longevity amounting to three percent (3%) of the employee's annual base salary.
- (B) All employees with more than ten (10) years, but less than fifteen (15) years service shall receive longevity amounting to six percent (6%) of the employee's annual base salary.
- (C) All employees with more than fifteen (15) years, but less than twenty-one (21) years service shall receive longevity amounting to ten percent (10%) of the employee's annual base salary.
- (D) All employees with more than twenty-one (21) years service shall receive longevity amounting to thirteen percent (13%) of the employee's annual base salary

**ARTICLE 34. LAYOFF OF EMPLOYEES**

In the event that the Town at any time lays off employees, the same shall be done on a strict seniority basis; that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first employee to be laid off and so on until the number required to be laid off has been met.

No layoff shall be made without the Town having consulted and discussed such layoff with Local 1933 with a view toward minimizing the number of employees to be laid off and to discuss taking such action as may be possible to avoid the layoff of any employees.

In the event employees are laid off for any reason, the Town will not hire new employees until all employees who are laid off have been given the opportunity to be rehired.

Any employee offered reemployment after having been laid off must signify his acceptance of such reemployment by notice in writing delivered to the Chief within thirty (30) days from the date he is offered reemployment and be prepared to commence employment forthwith; otherwise, he will be deemed to have rejected the offer of reemployment.

### **ARTICLE 35. WORK RESTRICTIONS**

Routine housekeeping, training and maintenance of equipment should be carried out, if possible, between the hours of 0800 and 2200 during the normal weekdays.

There will be no outside training, other than ice rescue training or maintenance when the temperature is below 25 Degrees Fahrenheit or above 85 Degrees Fahrenheit.

### **ARTICLE 36. PHYSICAL FITNESS AND TOBACCO USE**

- (A) All employees shall comply with National Fire Protection Association (NFPA) 1500, Chapter 10, when the Town provides adequate facilities.
- (B) There shall be no tobacco or e-cigarette use by any employee while on duty.
- (C) All firefighters shall have the option to participate in the Wellness Fitness Initiative (W.F.I.) Peer Fitness Program.

All members who participate and fulfill this obligation shall be paid an annual stipend of five hundred dollars (\$500.00), payable at the time the member's annual evaluation has been completed.

### **ARTICLE 37. ALTERATION OF AGREEMENT**

- (A) Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by duly authorized representatives of the Town and Union. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 38. SEVERABILITY OF PROVISIONS**

If any provision of this collective bargaining agreement or the application thereof to any person or circumstances is held to be unconstitutional, unlawful or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions other than those to which it is held invalid, shall not be affected thereby and shall remain in full force and effect.

TOWN OF MIDDLETOWN

Witness

Paul M. Rodrigues, Town Council President

Date: 6-28-2023

Printed Name WENDY J. W. MARSHALL

Date: 6-28-2023

MIDDLETOWN FIREFIGHTERS  
ASSOCIATION, LOCAL 1933,  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO

Witness

John Jordan, Local 1933 President

Date: 6/30/2023

Printed Name Maureen D. Maurer

Date: 6-30-2023

**APPENDIX I/Shifts**



Appendix I/Shifts

	1	2	3	4
1	Day/Night			
2				Day/Night
3		Day/Night		
4	Day/Night			
5			Day/Night	
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55				Day/Night
56			Day/Night	

**APPENDIX II**

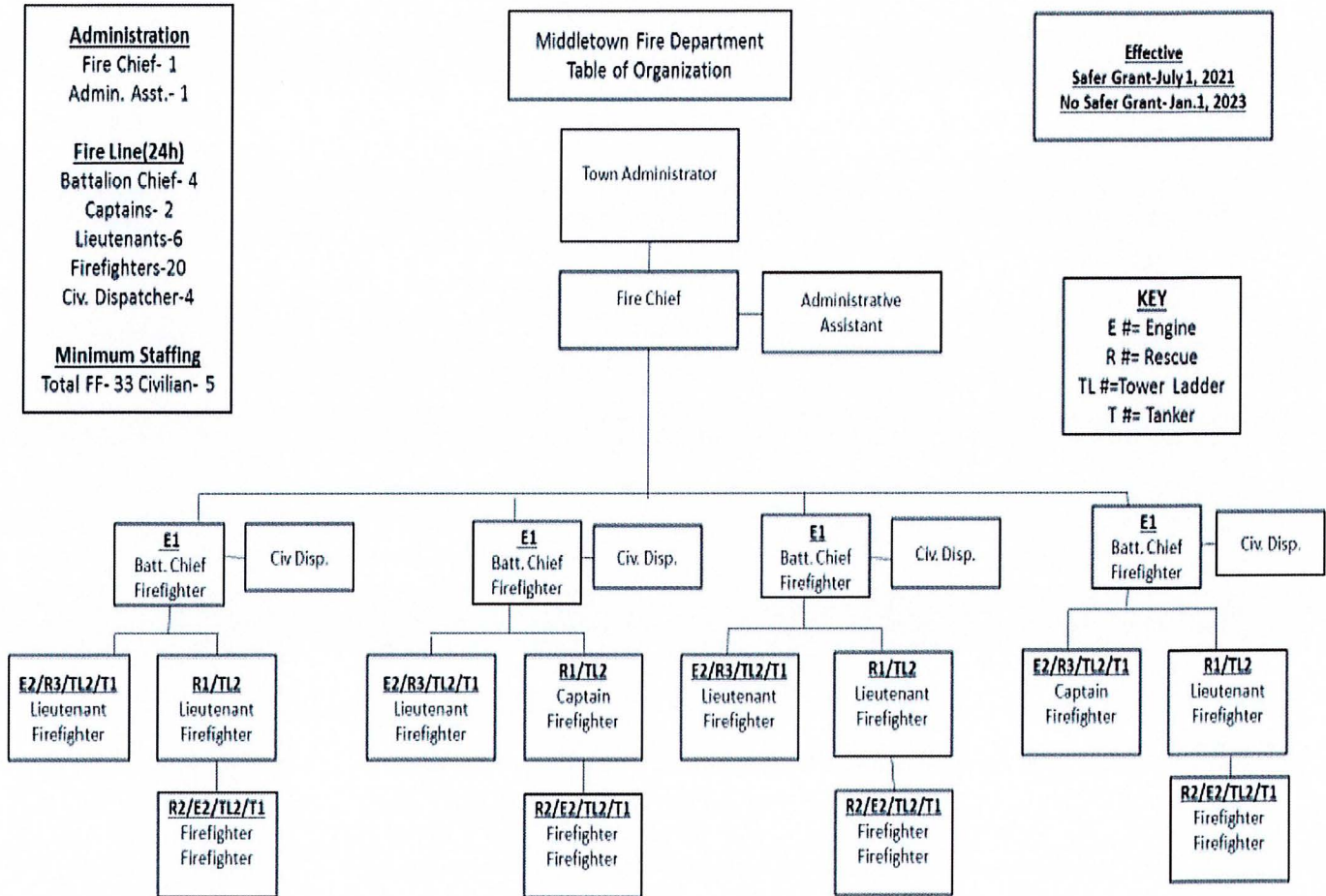


	<b>Adjusted 7/1/2023 FY2024</b>	<b>2% 7/1/2024 FY2025</b>	<b>2% 7/1/2025 FY2026</b>
<b>Civilian Dispatcher - Level A</b>			
Annual	\$44,579	\$45,470	\$46,380
Bi-Weekly	\$1,714.57	\$1,748.86	\$1,783.84
<b>Civilian Dispatcher - Level B</b>			
Annual	\$46,807	\$47,743	\$48,698
Bi-Weekly	\$1,800.27	\$1,836.27	\$1,873.00
<b>Civilian Dispatcher - Level C</b>			
Annual	\$49,148	\$50,131	\$51,134
Bi-Weekly	\$1,890.31	\$1,928.11	\$1,966.68
<b>Civilian Dispatcher - Level D</b>			
Annual	\$51,605	\$52,637	\$53,690
Bi-Weekly	\$1984.81	\$2,024.50	\$2064.99





# APPENDIX III / STAFFING AND TABLE OF ORGANIZATION





Appendix IV



Here's an overview of your CVS Caremark benefits.

Welcome to your new prescription benefit administered by CVS Caremark. Your prescription benefit is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the back side, you will find details about Maintenance Choice, which offers two ways for you to save on your long-term medications. CVS Caremark and The Trust are confident you will find value with your new prescription benefit program.

	Short-Term Medicines CVS Caremark Retail Pharmacy Network (Up to a 30-supply)	Long-Term Medicines CVS Caremark Mail Service Pharmacy or CVS Pharmacy Locations (Up to a 90-day supply)
<b>Generic Medicines</b> Always ask your doctor if there's a generic option available. It could save you money.	20% (after deductible is met) for a generic medicine	20% (after deductible is met) for a generic medicine
<b>Preferred Brand-Name Medicines</b> If a generic is not available or appropriate, ask your doctor to prescribe from your plan's preferred drug list.	20% (after deductible is met) for a preferred brand-name medicine	20% (after deductible is met) for a preferred brand-name medicine
<b>Non-Preferred Brand-Name Medicines</b> Drugs that aren't on your plan's preferred list will cost more.	20% (after deductible is met) for a non-preferred brand-name medicine	20% (after deductible is met) for a non-preferred brand-name medicine
<b>Refill Limit</b>	None	None
<b>Specialty Medicines</b>	20% (after deductible is met)	
<b>Annual Deductible</b>	\$50 per individual	
<b>Maximum Out-of-Pocket</b>	None	
<b>Maximum Allowable Benefit</b>	\$1,000,000 (Lifetime Individual Max Amount)	

Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason, you will pay the brand copayment.

Copayment, coinsurance or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

NLBAAG

