

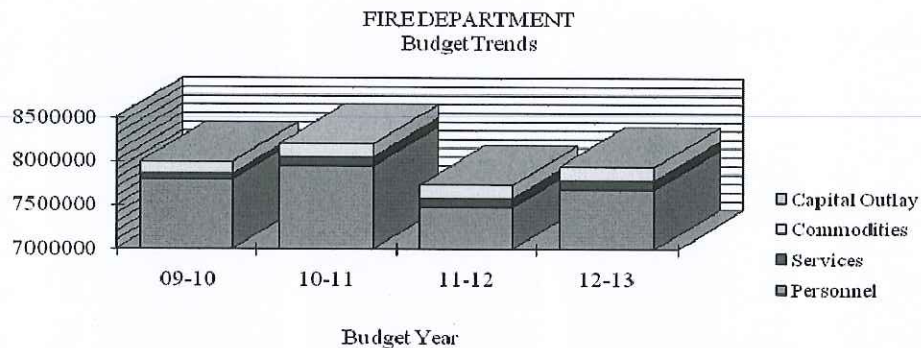
~~Adopted~~ *used per*

Other	1,2	303	370	370	375
Mutual Aid Given	1,2	71	100	100	105
Mutual Aid Received	1	210	75	75	72
Medical Calls	1,2	2474	2525	2525	2620
MVA	1,2	346	365	365	370
Total Incidents	1,2	5179	6005	6005	6196
Residential Inspections	3	404	415	415	420
Commercial Inspections	3,9	415	425	425	425
Plans Review	3	386	390	390	400
Total Inspections	3,9	1205	1230	1230	1245

PERSONNEL LIST

POSITION TITLE (Full Time)	ACTUAL 09/10	BUDGET 10/11	PROJECTED 11/12
Fire Chief	1	1	1
Deputy Fire Chief	4	4	4
Fire Captain	5	5	5
Rescue Captain	4	4	4
Fire Lieutenant	15	15	15
Rescue Lieutenant	4	4	4
Private/EMTC	40	39	39
Fire Inspector	1	1	1
Training Officer	0	0	0
Fire Mechanic	1	1	1
Assistant Mechanic	1	1	1
Secretary	1	1	1
Total	77	76	76

Fire Department	Expenditures Last Year 09-10	Projected Expenditures through 6/30/11	Adopted Budget Current Year 10-11	Adopted Budget Next Year 11-12	Budget Increase Decrease	Percent Changed Current/ Next	Projected Budget Following Year 12-13
Personnel	\$7,797,692	\$8,284,345	\$7,948,906	\$7,477,854	(\$471,052)	-5.93%	\$7,683,495
Services	\$60,710	\$99,432	\$100,110	\$100,960	\$850	0.85%	\$102,979
Commodities	\$136,662	\$148,232	\$148,750	\$150,800	\$2,050	1.38%	\$153,816
Capital	<u>\$1,418</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>n/a</u>	<u>\$0</u>
Outlay							
Total	\$7,996,481	\$8,532,009	\$8,197,766	\$7,729,614	(\$468,152)	-5.71%	\$7,940,290



**FIRE DEPARTMENT
ZERO BASED BUDGET**

Account Number	Description	Requested
00108030 510101	CLASSIFIED FULL TIME	4,219,950.00
00108030 510103	UNCLASSIFIED FULL TIME	93,306.00
00108030 510106	This account pays out of rank pay per section 3.25(d) of the Union Contract. This account works in direct proportion with the overtime and callback accounts. History accounts for the amount.	24,975.00 <i>OK</i>
00108030 510107	OVERTIME AND CALLBACK Combined Callback and Overtime wages per the Union Contract	988,860.00
00108030 510110	PAID TRAINING TIME This account pays the wages for part time training personnel for a new recruit class, IFSTA, Rope Rescue, Confined Space, Haz-Mat/Decon, 7,500 and EMTC recertification training, 7,500.	40,000.00
00108030 510111	COLLATERAL PAY This account pays for part time personnel who work in Fire Prevention, Line Work, Radio Repair, Radio Box disconnects and other part time employment who use to receive time and one half and now receive straight pay as per section 4.1 of the Union Contract.	30,000.00
00108030 510202	HOLIDAY PAY This account budget request is based on the contract with Local 1651 section 3.14	353,000.00
00108030 524001	FICA	440,880.00
00108030 524302	RETIREMENT	661,379.00
00108030 524304	HEALTH INSURANCE	1,222,847.00,
00108030 524305	DENTAL INSURANCE	70,672.00
00108030 524306	LIFE INSURANCE	15,352.00
00108030 524307	UNIFORM ALLOWANCE Section 3.9 of the Union Contract 76 members at \$1,150 each	86,250.00
00108030 524401	TUITION & FEES Section 3.23 of the Union Contract requires for Union members to be reimbursed for College Credits \$5,000 Continuation of project management training and Fire Apparatus Maintenance Certification Training as recommended by Matrix 5,000	10,000.00
00108030 524403	ASSOCIATION DUES Membership and association dues to: NFPA 150.00 X 3 (chief, fire Marshall, training)	1,185.00

	IAFC 200.00 (chief) Secretary of State (Notary) 80.00 IAAI 20.00 X 2 (Fire Marshall) FCOA 25.00 X 2 (D.C. Marshall) RIAFC 30.00 X 4 (Deputies) 75.00 (Chief) FCORI 25.00 x 2 (Fire Marshall, Deputy Chief) RIAFM 20.00 X 6 (Marshall, Chief, Assistants)	
00108030 524406	TRAINING EQUIPMENT	4000.00
	Instructional media-books-manuals 1,800, Study Materials Promotional Tests 1,700. EMT recert	
00108030 524408	TRAINING	4500.00
	Updated Training for new dispatch center and other outside Training and associated equipment 4,500.00	
00108030 530101	TELEPHONE	9380.00
	Cellular phone service for the department's cell phones 8,880.00 annually charges, 500.00 repair/replacement costs	
00108030 530103	POSTAGE	1,500.00
00108030 530104	RADIO SYSTEM	10,000.00
	Physio Control service contract for life packs 6,500.00 radio repair technician expenses 2,500.00 purchases of replacement radios. 1,000.00	
00108030 530106	ALARM SYSTEMS	500.00
	Material and equipment to maintain and repair the municipal fire alarm system as needed 500.	
00108030 530305	SOLID WASTE	7960.00
	Rubbish removal for Stations 1, 2, 3, 5, Repair Shop.and Training contract with DPW 5,460.00 medical waste and oil disposal 2,500.00	
00108030 530602	PERSONNEL	2610.00
	Employee Assistance Program 1800.00 Annual TB Testing. 810.00	
00108030 530604	MEDICAL SERVICES	2800.00
	This account will cover the costs of physical exams for new employees 8 @ 350.00	
00108030 531001	MOTOR VEHICLES MAINTENANCE & EQUIPMENT	45,000.00
	Maintenance and repair expenses associated with Fire Department vehicles. Service 7,500 commodities 30,000	
00108030 531002	CONSTRUCTION & OPERATING EQUIP	500.00
	Costs for repairs to department appliances as needed 500.00	
00108030 531003	COMMUNICATIONS MAINTENANCE	11,660.00
	All communications systems including intercoms, inter station telephones, alerting devices, sirens, etc. 1,000.00 sub-contracting of repairs 3,000.00 Purvis maintenance contract 3,500.00 wireless air cards 2,160, Electronic Permitting Service 2,000	
00108030 531006	MAINTENANCE SAFETY EQUIPMENT	15,000.00
	Mandatory bench testing of all breathing apparatus. 5000.00 Annual testing of ground ladders, aerial. 1500.00 Annual testing of the bucket truck. 300.00 Test the air and air compressor for the SCBAs. 2000.00 Testing of CO2 air monitors 2000.00 Testing of Oxygen Bottles 1000.00 Testing of Fire Extinguishers 1000.00 Testing of Hurst Jaws 1500.00 Inspection of technical rescue gear 700.00	
00108030 540101	OFFICE SUPPLIES	2500.00
	Supplies for computers, server, printers, general office supplies 3,500	
00108030 540102	PRINTED FORMS	1500.00
	Department record keeping requirements mandated by RI Dept. of Labor, RI Dept of Health, Fire Marshall's Office 800.00 Department forms and stationary 1200.00	
00108030 540105	MINOR OFFICE EQUIPMENT	500.00
	Small office equipment for administrative offices 1,000.	
00108030 540108	BOOKS & PUBLICATION	4750.00
	The Contract calls for outside promotional testing this will require the purchasing of new books and study materials for promotional	

	examinations as well as the tests 4,500 Books and materials for the Fire Marshals programs 500.00	
00108030 540202	SAFETY EQUIPMENT	4600.00
	Repair to firefighting protective equipment (coats, pants, helmets etc). 1100.00 repairs to SCBA equipment 2500.00 replacement of minor safety equipment 1000.00	
00108030 540203	BADGES & EMBLEMS	
	Badges, collar pins and all insignias of rank 1,000.	1000.00
00108030 540205	PERSONAL EQUIPMENT - TOWN ISSUE	15,000.00
	Replacement of firefighting gear as per Union Contract 15,000.00	
00108030 540309	FIRE SUPPRESSION CHEMICALS	2000.00
	Firefighting foams, wetting agents and other extinguishing agents 2,000.00	
00108030 540312	RESCUE SUPPLIES	29,000.00
	Medicines 4,500.00 Supplies 18,000.00 Oxygen 3,000.00 Miscellaneous Expenses 2,500.00	
00108030 540401	GASOLINE & DIESEL FUEL	68,700.00
	20,000 Gallons diesel at 2.85 per gallon 4,500 Gallons gas at 2.60 per gallon	
00108030 540402	LUBRICANTS	2500.00
	Oil, grease and fluids for department vehicles 2,500.00.	
00108030 540403	TIRES	6300.00
	Replacement tires for department vehicles 12 tires for Fire Engines 3,600.00, 8 tires for Rescues 1,200.00, Tires for cars and other tire repairs 1,200.00.	
00108030 540404	BATTERIES	2500.00
	All batteries including. Vehicle, portable radios, lifepacks SCBA, confined space equipment and thermal imaging camera 6 batteries for Engines 900.00 8 batteries for Rescues 800.00 portable radio batteries 500.00 miscellaneous batteries 300.00	
00108030 540406	REPAIR PARTS	500.00
	Parts to repair department tools, and minor equipment 500.00	
00108030 540501	BUILDING REPAIR MATERIALS	4000.00
	Minor costs for building maintenance for all Fire Department buildings 4,000.00	
00108030 540509	JANITORIAL SUPPLIES	5000.00
	Janitorial supplies for all stations and maintenance 5,000.00	
00108030 540701	HAND TOOLS	2000.00
	Purchases of tools and equipment for department apparatus, fire nozzles, fittings, hand lights, other fire or rescue tools 2,000.00	
	TOTAL FIRE	8,526,412.00
	TOWN COUNCIL'S REDUCTIONS	(796,798)
	FINAL APPROVED BUDGET	7,729,614.00

OK

Sign

Donor

Used for

12/13

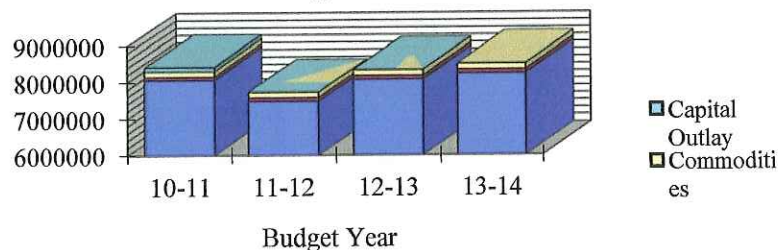
Mutual Aid Given	1,2	65	105	105	105
Mutual Aid Received	1	197	72	75	72
Medical Calls	1,2	2581	2620	2620	2690
MVA	1,2	294	370	370	370
Total Incidents		5215	6196	6196	6266
Residential Inspections	3	404	420	420	436
Commercial Inspections	3,9	415	425	425	431
Plans Review	3	386	400	400	405
Total Inspections		1205	1245	1245	1272

PERSONNEL LIST

POSITION TITLE (Full Time)	ACTUAL 10/11	BUDGET 11/12	PROJECTED 12/13
Fire Chief	1	1	1
Deputy Fire Chief	4	4	4
Fire Captain	5	5	5
Rescue Captain	4	4	4
Fire Lieutenant	15	15	15
Rescue Lieutenant	4	4	4
Private/EMTC	40	39	31
Fire Inspector	1	1	1
Training Officer	0	0	0
Fire Mechanic	1	1	1
Assistant Mechanic	1	1	1
Secretary	1	1	1
Total	77	76	68

Fire Department	Expenditures Last Year 10-11	Projected Expenditures through 6/30/12	Adopted Budget Current Year 11-12	Recommended Budget Next Year 12-13	Budget Increase Decrease	Percent Changed Current/Next	Projected Budget Following Year 13-14
Personnel	\$8,062,953	\$8,348,114	\$7,477,854	\$8,031,628	\$553,774	7.41%	\$8,235,648
Services	\$92,468	\$98,856	\$100,960	\$107,350	\$6,390	6.33%	\$109,497
Commodities	\$149,569	\$147,299	\$150,800	\$155,400	\$4,600	3.05%	\$158,508
Capital Outlay	\$111,449	\$1,259	\$0	\$0	\$0	n/a	\$0
Total	\$8,416,439	\$8,595,528	\$7,729,614	\$8,294,378	\$564,764	7.31%	\$8,503,653

**FIRE DEPARTMENT
Budget Trends**



**FIRE DEPARTMENT
ZERO BASED BUDGET**

2012-13

Account Number	Description	Requested
00108030 510101	CLASSIFIED FULL TIME	3,969,357.00
00108030 510103	UNCLASSIFIED FULL TIME	92,850.00
00108030510104	UNCLASSIFIED PART TIME	7,940.00
00108030 510106	OUT OF RANK This account pays out of rank pay per section 3.25(d) of the Union Contract. This account works in direct proportion with the overtime and callback accounts. History accounts for the amount.	24,975.00
00108030 510107	OVERTIME AND CALLBACK Combined callback and Overtime wages per the Union Contract	988,860.00
00108030 510110	PAID TRAINING TIME This account pays the wages for part time training personnel for a new recruit class, IFSTA, Rope Rescue, Confined Space, Haz-Mat/Decon, 7,500 and EMTC recertification training, 7,500.	30,000.00
00108030 510111	COLLATERAL PAY This account pays for part time personnel who work in Fire Prevention, Line Work, Radio Repair, Radio Box disconnects and other part time employment who use to receive time and one half and now receive straight pay as per section 4.1 of the Union Contract.	25,000.00
00108030 510202	HOLIDAY PAY This account budget request is based on the contract with Local 1651 section 3.14	353,000.00
00108030 524001	FICA	420,140.00
00108030 524302	RETIREMENT	828,138.00
00108030 524304	HEALTH INSURANCE	1,124,966.00
00108030 524305	DENTAL INSURANCE	56,935.00
00108030 524306	LIFE INSURANCE	13,732.00
00108030 524307	UNIFORM ALLOWANCE Section 3.9 of the Union Contract 76 members at \$1,150 each	77,050.00
00108030 524401	TUITION & FEES Section 3.23 of the Union Contract requires for Union members to be reimbursed for College Credits \$5,000 Continuation of project management training and Fire Apparatus Maintenance Certification Training as recommended by Matrix 5,000	10,000.00
00108030 524403	ASSOCIATION DUES Membership and association dues to: NFPA 150.00 X 3 (chief, fire Marshall, training) IAFC 200.00 (chief) Secretary of State (Notary) 80.00 IAAI 20.00 X 2 (Fire Marshall) FCOA 25.00 X 2 (D.C. Marshall) RIAFC 30.00 X 4 (Deputies) 75.00 (Chief) FCORI 25.00 x 2 (Fire Marshall, Deputy Chief) RIAFM 20.00 X 6 (Marshall, Chief, Assistants)	1,185.00
00108030 524406	TRAINING EQUIPMENT Instructional media-manuals-books 1800.00 Materials for outside testing 1500.00 , Training aids 200.00	3,500.00
00108030 524408	TRAINING National Association of Dispatch Training and associated equipment 4,000.00	4,000.00
00108030 530101	TELEPHONE Cellular phone service for the departments cell phones Town Manager, IT and EMA Director. 8,880.00 annual charges, 500.00 repair/replacement costs	9,380.00
00108030 530103	POSTAGE	1,500.00
00108030 530104	RADIO SYSTEM Physio Control service contract for life packs 6,500.00 radio repair	10,000.00

00108030 530106	technician expenses 2,500.00 purchases of replacement radios. 1,000.00 ALARM SYSTEMS	500.00
	Material and equipment to maintain and repair the municipal fire alarm system as needed 500.	
00108030 530305	SOLID WASTE	7,960.00
	Rubbish removal for Stations 1, 2, 3, 5, Repair Shop and Training contract with DPW 5,460.00 medical waste and oil disposal 2,500.00	
00108030 530602	PERSONNEL	2,610.00
	Employee Assistance Program 1800.00 Annual TB Testing. 810.00	
00108030 530604	MEDICAL SERVICES	2,800.00
	This account will cover the costs of physical exams for eight employees @ 350.00 per 2800.00	
00108030 531001	MOTOR VEHICLES MAINTENANCE & EQUIPMENT	45,000.00
	Maintenance and repair expenses associated with Fire Department vehicles. Service 7,500 commodities 37,500	
00108030 531002	CONSTRUCTION & OPERATING EQUIP	500.00
	Costs for repairs to department appliances as needed 500.00	
00108030 531003	COMMUNICATIONS MAINTENANCE	12,100.00
	All communications systems including intercoms, inter station telephones, alerting devices, sirens, etc. 1,000.00 sub-contracting of repairs 1700.00 Purvis maintenance contract 4,800.00 wireless air cards 2,160, Electronic Permitting Service 2,000	
00108030 531006	MAINTENANCE SAFETY EQUIPMENT	15,000.00
	Mandatory bench testing of all breathing apparatus. 5000.00 Annual testing of ground ladders, aerial. 1500.00 Annual testing of the bucket truck. 300.00 Test the air and air compressor for the SCBAs. 2000.00 Testing of CO2 air monitors 2000.00 Testing of Oxygen Bottles 1000.00 Testing of Fire Extinguishers 1000.00 Testing of Hurst Jaws 1500.00 Inspection of technical rescue gear 700.00	
00108030 540101	OFFICE SUPPLIES	2,500.00
	Supplies for computers, server, printers, general office supplies 2,500	
00108030 540102	PRINTED FORMS	1,500.00
	Department record keeping requirements mandated by RI Dept. of Labor, RI Dept of Health, Fire Marshall's Office 500.00 Department forms and stationary 1000.00	
00108030 540105	MINOR OFFICE EQUIPMENT	500.00
	Small office equipment for administrative offices 500.00	
00108030 540108	BOOKS & PUBLICATION	4,500.00
	The Contract calls for outside promotional testing this will require the purchasing of new books and study materials for promotional examinations as well as the tests 4,500 Books and materials for the Fire Marshals programs 500.00	
00108030 540202	SAFETY EQUIPMENT	4,600.00
	Repair to firefighting protective equipment (coats, pants, helmets etc). 1500.00 repairs to SCBA equipment 2500.00 replacement of minor safety equipment 600.00	
00108030 540203	BADGES & EMBLEMS	1,000.00
	Badges, collar pins and all insignias of rank 1,000.	
00108030 540205	PERSONAL EQUIPMENT - TOWN ISSUE	15,000.00
	Replacement of firefighting gear as per Union Contract 15,000.00	
00108030 540309	FIRE SUPPRESSION CHEMICALS	2,000.00
	Firefighting foams, wetting agents and other extinguishing agents 2,000.00	
00108030 540312	RESCUE SUPPLIES	30,000.00
	Medicines 5,500.00 Supplies 19,000.00 Oxygen 3,000.00 Miscellaneous Expenses 2,500.00	
00108030 540401	GASOLINE & DIESEL FUEL	68,700.00

	20,000 Gallons diesel at 2.85 per gallon 4,500 Gallons gas at 2.60 per gallon	
00108030 540402	LUBRICANTS	2,800.00
	Oil, grease and fluids for department vehicles 2,800.00.	
00108030 540403	TIRES	7,800.00
	Replacement tires for department vehicles 10 tires for Fire Engines 4000.00, 6 tires for Rescues 1,800.00, Tires for cars and other tire repairs 1,200.00. Tires for boat trailers 800.00	
00108030 540404	BATTERIES	2,500.00
	All batteries including. Vehicle, portable radios, lifepacks SCBA, confined space equipment and thermal imaging camera 6 batteries for Engines 900.00 8 batteries for Rescues 800.00 portable radio batteries 500.00 miscellaneous batteries 300.00	
00108030 540406	REPAIR PARTS	500.00
	Parts to repair department tools, and minor equipment 500.00	
00108030 540501	BUILDING REPAIR MATERIALS	4,500.00
	Minor costs for building maintenance for all Fire Department buildings 4,500.00	
00108030 540509	JANITORIAL SUPPLIES	5,000.00
	Janitorial supplies for all stations and maintenance 5,000.00	
00108030 540701	HAND TOOLS	2,000.00
	Purchases of tools and equipment for department apparatus, fire nozzles, fittings, hand lights, other fire or rescue tools 2,000.00	
	TOTAL FIRE	8,294,378.00
	TOWN MANAGER'S REDUCTIONS	0.00
	FINAL PROPOSED BUDGET	8,294,378.00

AUDIT #
83 58,558

Amph

Adopted used ACTUALS

13-14

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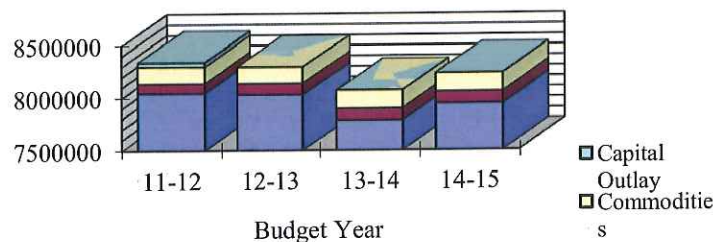
Mutual Aid Received	222	72	75	75
Medical Calls	2503	2620	2620	2620
MVA	268	370	370	370
Total Incidents	5068	6196	6196	6196
Residential Inspections	414	420	420	420
Commercial Inspections	415	425	425	425
Plans Review	386	400	400	400
Total Inspections	1205	1245	1245	1245

PERSONNEL LIST

POSITION TITLE (Full Time)	ACTUAL 11/12	BUDGET 12/13	PROJECTED 13/14
Fire Chief	1	1	1
Deputy Fire Chief	4	4	3
Fire Captain	5	5	4
Rescue Captain	4	4	3
Fire Lieutenant	15	15	12
Rescue Lieutenant	4	4	4
Private/EMTC	40	31	32
Fire Inspector	1	1	1
Training Officer	0	0	0
Fire Mechanic	1	1	1
Assistant Mechanic	1	1	1
Secretary	1	1	1
Total	77	68	63

Fire Department	Expenditures Last Year 11-12	Projected Expenditures through 6/30/13	Adopted Budget Current Year 12-13	Proposed Budget Next Year 13-14	Budget Increase Decrease	Percent Changed Current/Next	Projected Budget Following Year 14-15
Personnel	\$8,047,295	\$7,535,357	\$8,031,628	\$7,787,203	(\$244,425)	-3.04%	\$7,942,947
Services	\$92,046	\$169,165	\$107,350	\$113,150	\$5,800	5.40%	\$115,413
Commodities	\$158,512	\$154,475	\$155,400	\$170,500	\$15,100	9.72%	\$173,910
Capital Outlay	\$41,846	\$1,335	\$0	\$0	\$0	n/a	\$0
Total	\$8,339,699	\$7,860,332	\$8,294,378	\$8,070,853	(\$223,525)	-2.69%	\$8,232,270

**FIRE DEPARTMENT
Budget Trends**



**FIRE DEPARTMENT
ZERO BASED BUDGET**

Account Number	Description	Requested
00108030 510101	CLASSIFIED FULL TIME	4,027,050.00
00108030 510103	UNCLASSIFIED FULL TIME	94,243.00
00108030510104	UNCLASSIFIED PART TIME	7,940.00
00108030 510106	OUT OF RANK This account pays out of rank pay per section 3.25(d) of the Union Contract. This account works in direct proportion with the overtime and callback accounts. History accounts for the amount.	24,975.00
00108030 510107	OVERTIME AND CALLBACK Combined callback and Overtime wages per the Union Contract	988,860.00
00108030 510110	PAID TRAINING TIME This account pays the wages for part time training personnel for the EMS Division and to administer EMTC recert and updates required by State Dept. of Health 7500. The Account pays for instruction of required IFSTA training that maintain the town's ISO rating 5000. Hazmat ops training, air monitoring recert, ICS training and Maine ops 17500.	30,000.00
00108030 510111	COLLATERAL PAY This account pays for part time personnel who work in Fire Prevention, Line Work, Radio Repair, Radio Box disconnects and other part time employment who use to receive time and one half and now receive straight pay as per section 4.1 of the Union Contract.	25,000.00
00108030 510202	HOLIDAY PAY This account budget request is based on the contract with Local 1651 section 3.14	353,000.00
00108030 524001	FICA	424,656.00
00108030 524302	RETIREMENT	864,534.00
00108030 524304	HEALTH INSURANCE	1,098,659.00,
00108030 524305	DENTAL INSURANCE	50,829.00
00108030 524306	LIFE INSURANCE	13,215.00
00108030 524307	UNIFORM ALLOWANCE Section 3.9 of the Union Contract 63 members at \$1,150 each	72,450.00
00108030 524401	TUITION & FEES Section 3.23 of the Union Contract requires for Union members to be reimbursed for College Credits \$5,000 Continuation of project management training and Fire Apparatus Maintenance Certification Training as recommended by Matrix 5,000	10,000.00
00108030 524403	ASSOCIATION DUES Membership and association dues to: NFPA 150.00 X 3 (chief, fire Marshall, training) IAFC 200.00 (chief) Secretary of State (Notary) 80.00 IAAI 20.00 X 2 (DC/Marshal) FCOA 25.00 X 2 (D.C. Marshall) RIAFC 60.00 X 3 (Deputies) 150.00 (Chief) FCORI 25.00 x 2 (Fire Marshall, Deputy Chief) RIAFM 20.00 X 5 (Marshall, Chief, Assistants)	1,300.00
00108030 524406	TRAINING EQUIPMENT Instructional media-manuals-books 1800.00 Materials for outside testing 1500.00 , Training aids 200.00	3,500.00
00108030 524408	TRAINING National Association of Dispatch Training and Target Solutions online training 4,000.00	4,000.00
00108030 530101	TELEPHONE Cellular phone service for the fire departments cell phones, Town Manager, IT and EMA Director. 8,880.00 annual charges, 500.00 repair/replacement costs	9,380.00
00108030 530103	POSTAGE	1,500.00

00108030 530104	RADIO SYSTEM Physio Control service contract for life packs 6,500.00 radio repair technician expenses 2,500.00 purchases of replacement radios. 1,000.00	10,000.00
00108030 530106	ALARM SYSTEMS Material and equipment to maintain and repair the municipal fire alarm system as needed 500.	500.00
00108030 530305	SOLID WASTE Rubbish removal for Stations 1, 2, 3, 5, Repair Shop and Training facility, medical waste and oil disposal 7960.00	7,960.00
00108030 530602	PERSONNEL Employee Assistance Program 1800.00 Annual TB Testing. 810.00	2,610.00
00108030 530604	MEDICAL SERVICES This account will cover the costs of physical exams for eight employees @ 450.00 per 3600.00	3,600.00
00108030 531001	MOTOR VEHICLES MAINTENANCE & EQUIPMENT Maintenance and repair expenses associated with Fire Department vehicles. Commodities and parts 42000, services 8000.00.	50,000.00
00108030 531002	CONSTRUCTION & OPERATING EQUIP Costs for repairs to department appliances as needed 500.00	500.00
00108030 531003	COMMUNICATIONS MAINTENANCE All communications systems including intercoms, inter station telephones, alerting devices, sirens, etc. 1,440.00 sub-contracting of repairs 1700.00 Purvis maintenance contract 4,800.00 wireless air cards 2,160, Electronic Permitting Service 2,000	12,100.00
00108030 531006	MAINTENANCE SAFETY EQUIPMENT Mandatory bench testing of all breathing apparatus. 5000.00 Annual testing of ground ladders, aerial. 1500.00 Annual testing of the bucket truck. 300.00 Test the air and air compressor for the SCBAs. 2000.00 Testing of CO air monitors and Multi Rae meters 2000.00 Testing of Oxygen Bottles 1000.00 Testing of Fire Extinguishers 1000.00 Testing of Hurst Jaws 1500.00 Inspection of technical rescue gear 700.00	15,000.00
00108030 540101	OFFICE SUPPLIES Supplies for computers, server, printers, general office supplies 2,500	2,500.00
00108030 540102	PRINTED FORMS Department record keeping requirements mandated by RI Dept. of Labor, RI Dept of Health, Fire Marshall's Office 500.00 Department forms and stationary 1000.00	1,500.00
00108030 540105	MINOR OFFICE EQUIPMENT Small office equipment for administrative offices 500.00	500.00
00108030 540108	BOOKS & PUBLICATION The Contract calls for outside promotional testing this will require the purchasing of new books and study materials for promotional examinations as well as the tests 4,500 Books and materials for the Fire Marshals programs 500.00	4,500.00
00108030 540202	SAFETY EQUIPMENT Repair to firefighting protective equipment (coats, pants, helmets etc). 1500.00 repairs to SCBA equipment 3500.00 replacement of minor safety equipment 600.00	5,600.00
00108030 540203	BADGES & EMBLEMS Badges, collar pins and all insignias of rank 1,000.	1000.00
00108030 540205	PERSONAL EQUIPMENT - TOWN ISSUE Replacement of firefighting gear as per Union Contract 15,000.00	15,000.00
00108030 540309	FIRE SUPPRESSION CHEMICALS Firefighting foams, wetting agents and other extinguishing agents 2,000.00	2,000.00
00108030 540312	RESCUE SUPPLIES Medicines 7,500.00 Supplies 22,000.00 Oxygen 3,000.00 Miscellaneous	35,000.00

	Expenses 2,500.00	
00108030 540401	GASOLINE & DIESEL FUEL 20,000 Gallons diesel at 3.15 per gallon 4,500 Gallons gas at 3.00 per gallon	76,500.00
00108030 540402	LUBRICANTS Oil, grease and fluids for department vehicles 2,800.00.	2,800.00
00108030 540403	TIRES Replacement tires for department vehicles 10 tires for Fire Engines 4000.00, 6 tires for Rescues 1,800.00, Tires for cars and other tire repairs 1,200.00. Tires for boat trailers 800.00	8,600.00
00108030 540404	BATTERIES All batteries including. Vehicle, portable radios, lifepacks SCBA, confined space equipment and thermal imaging camera 6 batteries for Engines 900.00 8 batteries for Rescues 800.00 portable radio batteries 500.00 miscellaneous batteries 300.00	2,500.00
00108030 540406	REPAIR PARTS Parts to repair department tools, and minor equipment 500.00	500.00
00108030 540501	BUILDING REPAIR MATERIALS Minor costs for building maintenance for all Fire Department buildings 5000.00	5,000.00
00108030 540509	JANITORIAL SUPPLIES Janitorial supplies for all stations and maintenance 5,000.00	5,000.00
00108030 540701	HAND TOOLS Purchases of tools and equipment for department apparatus, fire nozzles, fittings, hand lights, other fire or rescue tools 2,000.00	2,000.00
	TOTAL FIRE	8,377,862.00
	TOWN MANAGER'S REDUCTIONS	(307,008.00)
	FINAL PROPOSED BUDGET	8,070,853.00

audit #

8,182,041

10/15/15

14-15

PERFORMANCE MEASURES

<i>PRODUCTIVITY MEASURE</i>	<i>Goal</i>	<i>ACTUAL 2011/12</i>	<i>BUDGET 2012/13</i>	<i>PROJECTED 2012/13</i>	<i>PROJECTED 2014/15</i>
Structure Fires		58	65	65	65
Brush Fires		24	44	44	35
Vehicle Fires		21	35	35	35
Other Fires		24	45	45	45
System Malfunction		216	350	350	300
Malicious/Accidental		331	385	385	385
Hazardous Condition		184	210	210	210
Service/Good Intent		1014	1520	1520	1400
Other		252	375	375	350
Mutual Aid Given		57	105	105	80
Mutual Aid Received		200	72	75	72
Medical Calls		2272	2620	2620	2600
MVA		242	370	370	370
Total Incidents		4638	6196	6196	5947
Residential Inspections		404	420	420	420
Commercial Inspections		415	425	425	425
Plans Review		386	400	400	400
Total Inspections		1205	1245	1245	1245

PERSONNEL LIST

<i>POSITION TITLE (Full Time)</i>	<i>ACTUAL 12/13</i>	<i>BUDGET 13/14</i>	<i>PROJECTED 14/15</i>
Fire Chief	1	1	1
Deputy Fire Chief	4	3	3
Fire Captain	5	5	5
Rescue Captain	4	4	4
Fire Lieutenant	15	15	13
Rescue Lieutenant	4	4	4
Private/EMTC	31	30	29
Fire Inspector	1	1	1
Training Officer	0	0	0
Fire Mechanic	1	1	1
Assistant Mechanic	1	1	1
Secretary	1	1	1
Total	68	66	63

FIRE DEPARTMENT		
ZERO BASED BUDGET		
Account Number	Description	Requested
00108030 510101	CLASSIFIED FULL TIME	4,027,050.00
00108030 510103	UNCLASSIFIED FULL TIME	94,243.00
00108030510104	UNCLASSIFIED PART TIME	7940.00
00108030 510106	OUT OF RANK This account pays out of rank pay per section 3.25(d) of the Union Contract. This account works in direct proportion with the overtime and callback accounts. History accounts for the amount.	24,975.00
00108030 510107	OVERTIME AND CALLBACK Combined callback and Overtime wages per the Union Contract	988,860.00
00108030 510110	PAID TRAINING TIME This account pays the wages for part time training personnel for a new recruit class, IFSTA, Rope Rescue, Confined Space, Haz-Mat/Decon, 7,500 and EMTC recertification training, 7,500.	30000.00
00108030 510111	COLLATERAL PAY This account pays for part time personnel who work in Fire Prevention, Line Work, Radio Repair, Radio Box disconnects and other part time employment who use to receive time and one half and now receive straight pay as per section 4.1 of the Union Contract.	25,000.00
00108030 510202	HOLIDAY PAY This account budget request is based on the contract with Local 1651 section 3.14	353,000.00
00108030 524001	FICA	424,656.00
00108030 524302	RETIREMENT	864,534.00
00108030 524304	HEALTH INSURANCE	1,098,656.00
00108030 524305	DENTAL INSURANCE	50,829.00
00108030 524306	LIFE INSURANCE	13,215.00
00108030 524307	UNIFORM ALLOWANCE Section 3.9 of the Union Contract 76 members at \$1,150 each	72,450.00
00108030 524401	TUITION & FEES Section 3.23 of the Union Contract requires for Union members to be reimbursed for College Credits \$5,000 Continuation of project management training and Fire Apparatus Maintenance Certification Training as recommended by Matrix 5,000	10,000.00
00108030 524403	ASSOCIATION DUES Membership and association dues to: NFPA 150.00 X 3 (chief, fire Marshall, training) IAFC 200.00 (chief) Secretary of State (Notary) 80.00 IAAI 20.00 X 2 (Fire Marshall) FCOA 25.00 X 2 (D.C. Marshall) RIAFC 30.00 X 4 (Deputies) 75.00 (Chief) FCORI 25.00 x 2 (Fire Marshall, Deputy Chief) RIAFM 20.00 X 6 (Marshall, Chief, Assistants)	1,300.00
00108030 524406	TRAINING EQUIPMENT Instructional media-manuals-books 1800.00 Materials for outside testing 1500.00 , Training aids 200.00	3500.00
00108030 524408	TRAINING National Association of Dispatch Training and associated equipment 4,000.00	4000.00

00108030 530101	TELEPHONE Cellular phone service for the departments cell phones Town Manager, IT and EMA Director. 8,880.00 annual charges, 500.00 repair/replacement costs	10,080.00
00108030 530103	POSTAGE	1500.00
00108030 530104	RADIO SYSTEM Physio Control service contract for life packs 6,500.00 radio repair technician expenses 2,500.00 purchases of replacement radios. 1,000.00	10,000.00
00108030 530106	ALARM SYSTEMS Material and equipment to maintain and repair the municipal fire alarm system as needed 500.	500.00
00108030 530305	SOLID WASTE Rubbish removal for Stations 1, 2, 3, 5, Repair Shop and Training contract with DPW 5,460.00 medical waste and oil disposal 2,500.00	7960.00
00108030 530602	PERSONNEL Employee Assistance Program 1800.00 Annual TB Testing. 810.00	2610.00
00108030 530604	MEDICAL SERVICES This account will cover the costs of physical exams for eight employees @ 450.00 per 3600.00	3600.00
00108030 531001	MOTOR VEHICLES MAINTENANCE & EQUIPMENT Maintenance and repair expenses associated with Fire Department vehicles. Service 8000 commodities 52,000	60,000.00
00108030 531002	CONSTRUCTION & OPERATING EQUIP Costs for repairs to department appliances as needed 500.00	500.00
00108030 531003	COMMUNICATIONS MAINTENANCE All communications systems including intercoms, inter station telephones, alerting devices, sirens, etc. 1,000.00 sub-contracting of repairs 1700.00 Purvis maintenance contract 4,800.00 wireless air cards 2,160, Electronic Permitting Service 2,000	12,100.00
00108030 531006	MAINTENANCE SAFETY EQUIPMENT Mandatory bench testing of all breathing apparatus. 5000.00 Annual testing of ground ladders, aerial. 1500.00 Annual testing of the bucket truck. 300.00 Test the air and air compressor for the SCBAs. 2000.00 Testing of CO2 air monitors 2000.00 Testing of Oxygen Bottles 1000.00 Testing of Fire Extinguishers 1000.00 Testing of Hurst Jaws 1500.00 Inspection of technical rescue gear 700.00	15,000.00
00108030 540101	OFFICE SUPPLIES Supplies for computers, server, printers, general office supplies 2,500 Replace Copier Doc Send 3,500.00	6000.00
00108030 540102	PRINTED FORMS Department record keeping requirements mandated by RI Dept. of Labor, RI Dept of Health, Fire Marshall's Office 500.00 Department forms and stationary 1000.00	1500.00
00108030 540105	MINOR OFFICE EQUIPMENT Small office equipment for administrative offices 500.00	500.00
00108030 540108	BOOKS & PUBLICATION The Contract calls for outside promotional testing this will require the purchasing of new books and study materials for promotional examinations as well as the tests 4,500 Books and materials for the Fire Marshals programs 500.00	4500.00
00108030 540202	SAFETY EQUIPMENT Repair to firefighting protective equipment (coats, pants, helmets etc). 1500.00 repairs to SCBA equipment 2500.00 replacement of minor safety equipment 600.00 Air Pak Bottles will be out of compliance and need replacing. 20 @ 800.00	21,600.00

00108030 540203	BADGES & EMBLEMS Badges, collar pins and all insignias of rank 1,000.	1000.00
00108030 540205	PERSONAL EQUIPMENT - TOWN ISSUE Replacement of firefighting gear as per Union Contract 15,000.00	15,000.00
00108030 540309	FIRE SUPPRESSION CHEMICALS Firefighting foams, wetting agents and other extinguishing agents 2,000.00	2000.00
00108030 540312	RESCUE SUPPLIES Medicines 7,500.00 Supplies 22,000.00 Oxygen 3,000.00 Miscellaneous Expenses 2,500.00 Replace older Life Pak 12 monitors with refurbished, upgraded monitors 40,000.00	75,000.00
00108030 540401	GASOLINE & DIESEL FUEL 20,000 Gallons diesel at 3.00 per gallon 4,500 Gallons gas at 3.66 per gallon	76,500.00
00108030 540402	LUBRICANTS Oil, grease and fluids for department vehicles 3000.00.	3000.00
00108030 540403	TIRES Replacement tires for department vehicles 10 tires for Fire Engines 5800.00, 6 tires for Rescues 2000.00, Tires for cars and other tire repairs 1,400.00. Tires for boat trailers 800.00	10,00.00
00108030 540404	BATTERIES All batteries including. Vehicle, portable radios, lifepacks SCBA, confined space equipment and thermal imaging camera 6 batteries for Engines 900.00 8 batteries for Rescues 800.00 portable radio batteries 500.00 miscellaneous batteries 300.00	2500.00
00108030 540406	REPAIR PARTS Parts to repair department tools, and minor equipment 500.00	500.00
00108030 540501	BUILDING REPAIR MATERIALS Minor costs for building maintenance for all Fire Department buildings 4,500.00	5000.00
00108030 540509	JANITORIAL SUPPLIES Janitorial supplies for all stations and maintenance 5,000.00	5000.00
00108030 540701	HAND TOOLS Purchases of tools and equipment for department apparatus, fire nozzles, fittings, hand lights, other fire or rescue tools 2,000.00	2000.00
	TOTAL FIRE	8,453,461.00
	TOWN MANAGER'S REDUCTIONS	
	FINAL PROPOSED BUDGET	

From: Bruce Lemois [<mailto:blemois@natcohome.com>]
Sent: Monday, August 03, 2015 1:40 PM
To: Michael Embury
Subject: RE: Fire

Due to vacations and other scheduled meetings we will be moving into September for further dates. I will reach out to you towards the end of August.

Thanks for clarifying that you are now 17 men less. Very fortunate that it worked out that way. As NK has been very involved in this topic I looked at the NK budgt on line. I see that the Fire Department asked for an increase of \$866,000 this year. Is that in conjunction with the savings of the 3 platoon system?

Thanks again for all your help and information.

Thanks,
Bruce Lemois
Chairman
Cumberland Fire



Mon 8/3/2015 2:48 PM

Michael Embury <MEMbury@northkingstown.org>

RE: Fire

To: Bruce Lemois

You forwarded this message on 8/3/2015 2:56 PM.

[Bing Maps](#)

We did not reduce the payroll line since there are 4 firefighters who are retiring and bringing on 5 new ones.

Primary increases are health care and pension. Also a vehicle is in the budget which was not last year. The line items are available on line and really tell where the money/increases are.

Michael E. Embury
Town Manager
80 Boston Neck Rd.
North Kingstown, RI 02852
membury@northkingstown.org
(401) 294-3331 x200

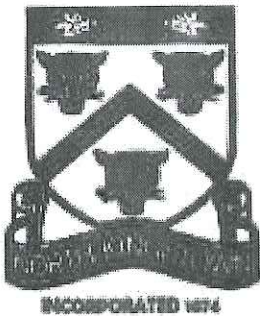
NK Town Manger's explanation of the \$865,135 increase. However the budget detail shows a different total and no line item for truck or any capital purchase.

North Kingstown Fiscal Note for the CBA

FIRE CONTRACT FISCAL IMPACT ANALYSIS						
CONTRACT ITEM	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19
3 PLATOON/56 HOUR WORK WEEK	(1,700,000)	(1,768,000)	(1,821,040)	(1,875,671)	(1,931,941)	(1,989,900)
HEALTH PLAN - 20% COPAY			(203,119)	(207,181)	(211,325)	(215,552)
						Savings dependent on plan; 2% Copay increase per year
DENTAL PLAN REDESIGN - SINGLE			578	578	578	578
DENTAL PLAN REDESIGN - FAMILY			7,334	7,334	7,334	7,334
20% COPAY SAVINGS			(3,936)	(3,936)	(3,936)	(3,936)
						Increase cost over existing plan
HEALTH PLAN REDESIGN			(97,779)	(99,735)	(101,729)	(103,764)
						8.4% Premium savings; estimated 6% yearly increase
SICK LEAVE PAYOUT			(129,000)	(134,160)	(138,185)	(142,330)
						Decrease from 1250/1440 to 1150 hours
ELIMINATION OF FAMILY SICK LEAVE			(92,186)	(95,873)	(98,750)	(101,712)
						If no immediate family bereavement leave
HOLIDAY PAY			(68,200)	(70,928)	(73,056)	(75,248)
						10 hours straight hourly rate
LONGEVITY SCHEDULE RESTRUCTURE			(32,000)	(33,280)	(34,278)	(35,307)
						Minimum savings - depending on retirements prior to payouts
WAGES	203,386	211,522	164,986	169,937	175,035	180,285
						Salary, FICA and Pension Costs
NET SETTLEMENT TOTAL	(1,496,614)	(1,556,478)	(2,274,362)	(2,520,764)	(2,593,200)	(2,479,552)
						Net settlement savings per fiscal year

3/3/2015

NOTES



Town of North Kingstown, Rhode Island

80 Boston Neck Road
North Kingstown, RI 02852-5762
Phone: (401) 294-3331
Fax: (401) 583-4140
Web: www.northkingstown.org

October 20, 2014

To: Fire Union

From: Michael Embury *ME*
Town Manager

Re: Fire Costs

The following are costs associated with this situation which does not represent an audit of the expenses (which will take more time in order to have each action shown as a separate expense unit):

Arbitrators' Costs:

Ryan (FY12-13)	23,914.10	(6/21/13 through 9/12/14)
Zack (FY13-14)	25,792.00	(Hearings completed)
Stutz (FY14-15)	5,500.00	(Held in abeyance)
Total	55,206.10	

American Arbitration Association Costs:

FY 11-12	900.00
FY 12-13	5,625.00
FY 13-14	2,675.00
FY 14-15	900.00
Total	10,100.00

\$937,592.00

total for AAA and Kinder (next page)

*ONLY UNTIL
10/2014
NEED 2015 TO DATE
COST*

Kinder Legal Costs:

FY 11-12	203,444.12
FY 12-13	261,853.00
FY 13-14	311,482.00
FY 14-15	95,507.00 (To date)
Total	872,286.12

PLEASE NOTE THAT EACH AND EVERY INVOICE HAS NOT BEEN REVIEWED TO SEPARATE THESE COSTS FOR THIS MEMO. These expenses include the following expense categories:

- Responding to demand for arbitration
- Town filing for Declaratory Judgment
- Arbitration years listed above
- Negotiation sessions in the fiscal years listed above
- Response to 20-30 grievances and unfair labor practices filed by the Union
- Consultants
- General fire issues

Assigning costs to each one of these categories would further define where and why these funds are being expended.

Supreme Court
No. 2013-44-Appeal.
No. 2013-66-Appeal.
No. 2013-96-Appeal.
WC 12-542

Town of North Kingstown :

v. :

International Association of Firefighters, :

Local 1651 AFL-CIO, et al. :

NOTICE: This opinion is subject to formal revision before publication in the Rhode Island Reporter. Readers are requested to notify the Opinion Analyst, Supreme Court of Rhode Island, 250 Benefit Street, Providence, Rhode Island 02903, at Telephone 222-3258 of any typographical or other formal errors in order that corrections may be made before the opinion is published.

Supreme Court
No. 2013-44-Appeal.
No. 2013-66-Appeal.
No. 2013-96-Appeal.
WC 12-542

Town of North Kingstown :

v. :

International Association of Firefighters, :
Local 1651 AFL-CIO, et al. :

Present: Suttell, C.J., Goldberg, Flaherty, Robinson, and Indeglia, JJ.

OPINION

Justice Indeglia, for the Court. These consolidated appeals arise out of a decision of the Superior Court issuing various declaratory and injunctive relief in a highly contested labor dispute between the Town of North Kingstown (town) and the North Kingstown Firefighters, Local 1651, International Association of Firefighters, AFL-CIO (union). For the reasons set forth in this opinion, we affirm in part and reverse in part the decision of the Superior Court.

I

Facts and Travel

A

The 2010 Expired Collective Bargaining Agreement

On June 30, 2010, a labor contract that had been in effect between the town and the union since July 1, 2007, expired. Prior to the expiration of that agreement, the parties had attempted to negotiate a successor contract, but to no avail. Subsequently, an interest arbitration panel was convened to set forth the terms of a collective bargaining agreement (CBA) between the parties. After thirteen days of hearings and after sifting through 172 exhibits and 357 pages of post-

hearing briefs, the panel issued an award on August 9, 2011. The panel's award was retroactive, covering the period from July 1, 2010 to June 30, 2011.¹

One of the more critical and contentious issues that arose during this interest arbitration was the town's proposal to reorganize from a four-platoon structure to a three-platoon structure.² The town made clear at the arbitration that, if allowed to effectuate this reorganization, it would not press other of its proposals that would have made structural changes to the operation of the fire department. However, the town's proposal on this issue was rejected by the panel, and the award provided for the same work schedule as the prior CBA.

B

Implementation of the Three-Platoon Structure and North Kingstown I

On February 23, 2011, the union wrote to the North Kingstown town manager requesting that collective bargaining negotiations commence for a new CBA year 2011-2012 in accordance with G.L. 1956 § 28-9.1-6. The parties exchanged a series of communications and eventually on October 28, 2011, met to bargain for a successor agreement. Five additional negotiating sessions were conducted, but the parties were unable to reach an agreement. Throughout the negotiations, the key issue of contention between the parties was the implementation of the three-platoon structure and the accompanying twenty-four hours on, forty-eight hours off work schedule. At the end of the sessions, no agreement was reached, and no issues were submitted to interest arbitration.

On December 19, 2011, the town wrote to the union indicating that it intended to introduce an ordinance to reorganize the fire department. Two subsequent negotiating sessions

¹ The Firefighters Arbitration Act (FFAA or the Act) restricts a panel award to one year. See G.L. 1956 § 28-9.1-12.

² To carry out this reorganization, the town set forth a proposal to increase the average workweek from forty-two hours to fifty-six hours and to change the schedule to include a twenty-four hour on-shift followed by a forty-eight hour off-shift.

were conducted. However, no agreement was reached. Then, on January 30, 2012, the town council enacted, in amended form, an ordinance that authorized the town's desired implementation of the department reorganization. Another negotiating session was held after that, but no agreement was reached.

On February 28, 2012, the union filed suit in the Washington County Superior Court seeking: (1) a declaratory judgment that the ordinance was invalid because it was passed in violation of the town charter; (2) a declaratory judgment that the town violated the Firefighters Arbitration Act (FFAA or the Act) and the State Labor Relations Act (SLRA); and (3) injunctive relief. Prior to issuing a decision on the merits, the Superior Court ordered the parties to engage in mediation, which failed to resolve the matter. On March 11, 2012, the town began implementing the ordinance, including the three-platoon structure and accompanying schedule.

On May 23, 2012, the Superior Court issued a written decision declaring that, because it was passed in violation of the town charter, the ordinance was invalid. See International Association of Firefighters, Local 1651, AFL-CIO v. Town of North Kingstown, WC 2012-127, 2012 WL 1948338 (R.I. Super. Ct. May 23, 2012) (North Kingstown I). Additionally, the Superior Court found that, even if that ordinance had been properly passed, it was still "invalid because it conflicts with the FFAA by imposing changes to wages, hours, and terms and conditions of employment without first bargaining to agreement or following the FFAA's statutory arbitration procedures." However, the Superior Court explicitly recognized that:

"[T]he platoon structure of the Fire Department is a management right that may be properly asserted at the expiration of the CBA [and that] [g]oing forward the parties may agree to a new CBA that addresses the effects of this management change on mandatory bargaining subjects or proceed to interest arbitration, solely to determine the effects on mandatory bargaining subjects and not the management decision itself."

Nevertheless, the court found that “unilateral implementation of changes to wages, hours and terms and conditions of employment” was improper.

C

North Kingstown II

Prior to the Superior Court’s decision in North Kingstown I, on February 23, 2012, the union wrote to the town manager requesting bargaining for the contract year July 1, 2012 through June 30, 2013. Additionally, on March 14, 2012, the union filed a demand for interest arbitration for the July 1, 2011 through June 30, 2012 contract period and an arbitration panel was named (AAA Case 11 390 00469 12) (2011-2012 Arbitration Panel). Also, the union later filed a demand for interest arbitration for the July 1, 2012 through June 30, 2013 contract period and another arbitration panel was named (AAA Case 11 390 01035 12) (2012-2013 Arbitration Panel). On June 14, 2012, the union filed an unfair labor practice (ULP) charge with the State Labor Relations Board (SLRB) (ULP-6088). On July 9, 2012, the town filed a demand for interest arbitration over the effects of the three-platoon structure reorganization and a third arbitration panel was named (AAA Case 11 390 01169 12) (Effects Arbitration Panel).³ On August 2, 2012, the SLRB issued a complaint against the town, alleging that the manner in which the town implemented the three-platoon structure violated state law.

On September 5, 2012, the town filed a verified complaint in the Superior Court seeking declarations that:

- (1) the SLRB was without jurisdiction to enforce ULP-6088;
- (2) the town’s actions in implementing the three-platoon structure were lawful;
- (3) jurisdiction to determine the effects of the town’s decision to implement the three-platoon structure rests exclusively with the Effects Arbitration Panel;

³ The town later, on November 5, 2012, withdrew this demand for arbitration.

(4) the union waived its right to submit to interest arbitration the unresolved issues arising out of the parties' negotiations for a CBA for the July 1, 2011 through June 30, 2012 period; and

(5) the 2011-2012 Arbitration Panel was without jurisdiction to decide any unresolved issues between the parties for the July 1, 2011 through June 30, 2012 period.

The town also sought to stay the 2011-2012 Arbitration Panel and a declaration that the SLRB was without jurisdiction to enforce ULP-6088. On September 24, 2012, the town filed an amended complaint and petition to stay arbitrations and sought additional declarations, including that:

(1) the union failed to comply with its obligation under § 28-9.1-13, therefore forfeiting its right to collectively bargain as to firefighters' wages, rates of pay, or any other matter requiring appropriation of money by the town for the July 1, 2011 through June 30, 2012 period;

(2) the union failed to comply with its obligation under § 28-9.1-13, therefore forfeiting its right to collectively bargain as to firefighters' wages, rates of pay, or any other matter requiring appropriation of money by the town for the July 1, 2012 through June 30, 2013 period;

(3) the union waived its right to submit to interest arbitration the unresolved issues arising out of the parties' negotiations for a CBA for the July 1, 2012 through June 30, 2013 period; and

(4) the 2012-2013 Arbitration Panel was without jurisdiction to decide any unresolved issues between the parties for the July 1, 2012 through June 30, 2013 period.

The town also sought to stay the 2012-2013 Arbitration Panel.

At the time these actions were filed, the town was continuing to operate under the three-platoon structure. The town's position before the Superior Court was that it had the inherent right to reorganize into the three-platoon structure, especially in light of the fact that the CBA had expired and the union had failed to request interest arbitration of unresolved issues within the time frame delineated by the FFAA as set forth in § 28-9.1-7. Additionally, the town

contended that the union had forfeited its right to collectively bargain altogether due to the union's failure to comply with the notice provision of § 28-9.1-13.

Both parties filed memoranda addressing the issues pending before the Superior Court. In order to simplify and clarify the issues that needed to be addressed, the Superior Court held a conference in accordance with Rule 16 of the Superior Court Rules of Civil Procedure. The parties were instructed to agree to the most significant issues that needed to be addressed. Pursuant to this instruction, the parties submitted a statement to the Superior Court indicating that "the parties agree[d] that the following issues [were] before the Court for decision." The issues presented were:

- (1) Decide the town's petition/motion to stay the 2011-2012 Arbitration Panel;
- (2) Decide the town's petition/motion to stay the arbitration of Certain Firefighter Grievances;
- (3) Decide the town's request for a stay of ULP-6088;
- (4) Decide the town's petition/motion to stay the 2012-2013 Arbitration Panel;
- (5) Decide the town's request for a declaration that the town's implementation of the three-platoon structure was lawful;
- (6) Decide whether the town bargained with the union to impasse over the effects of the three-platoon structure before unilaterally changing the work schedules and shifts; and
- (7) If not, decide whether the town has the right to implement a three-platoon structure without first bargaining with the union to impasse over the effects of the change.

On December 14, 2012, the Superior Court issued a written decision that addressed some, but not all, of the matters presented in the parties' list of issues. See Town of North Kingstown v. International Association of Firefighters, Local 1651, AFL-CIO, WC 2012-542, 2012 WL 6638703 (R.I. Super. Ct. Dec. 14, 2012) (North Kingstown II).

By its own terms, the North Kingstown II decision was stayed for thirty days from the date of its issuance to afford the parties “the opportunity to either consent to an Order implementing [the] Decision or request a stay, or other appropriate relief as may be appropriate from the Rhode Island Supreme Court.” No such consent order was presented to the court. On February 4, 2013,⁴ the Superior Court entered an order setting forth the following five declarations issued in the decision:

“(1) The Town’s actions in implementing unilateral changes to the wages, hours, and terms and conditions of employment, were unlawful, in violation of the doctrine of election of remedies and the terms of the FFAA.

(2) The SLRB, and not [the Superior Court], has jurisdiction over the subject matter of the Complaint in ULP-6088 insofar as it is necessary to determine which terms and conditions have existed between the parties since the expiration of the previous CBA.

(3) The arbitration panel does not have jurisdiction to determine the effects of said unilateral changes, as those changes are invalid and must be undone.

(4) Both the Union and the Town waived their rights to submit unresolved issues to interest arbitration under the FFAA, pursuant to R.I. Gen. Laws § 28-9.1-7.

(5) The interest arbitration panel has no jurisdiction to decide any unresolved issues existing between the Town and the Union because interest arbitration—pursuant to the terms of the FFAA—was waived by the parties for the fiscal year 2011-2012.”

Additionally, the Superior Court ordered the town to reinstate the wages, hours, and other terms and conditions of employment that existed prior to the implementation of the three-platoon structure, i.e. prior to March 11, 2012. The town timely appealed the issuance of the injunctive relief.

On February 5, 2013, the town moved for a final judgment on paragraphs 1 through 5 of the order pursuant to Rule 54(b) of the Superior Court Rules of Civil Procedure. The Superior

⁴ Initially, the order was issued with an incorrect caption. The following day, on February 5, 2013, the order was reissued with the correct caption.

Court granted the motion at a hearing the following day, and the town timely appealed to this Court, and the union filed a cross-appeal challenging the declaration that the union waived its right to interest arbitration. At that same hearing, the hearing justice denied the town's motion to stay the order pending appeal.

In accordance with Article I, Rule 8 of the Supreme Court Rules of Appellate Procedure, the town moved in this Court for a stay of the order pending appeal. We temporarily stayed the order. In the interim, the parties entered into appellate mediation, which ultimately proved unsuccessful. After oral argument, we granted the town's motion for a stay. See Town of North Kingstown v. International Association of Firefighters, Local 1651, AFL-CIO, 65 A.3d 480, 483 (R.I. 2013) (mem.) (North Kingstown II Supreme Court Stay). Additionally, we granted the parties' joint motion to remand count 5 of the town's amended complaint seeking a stay of the 2012-2013 Arbitration Panel because final judgment had not entered on the count. See id. On October 17, 2013, we consolidated the three appeals for review.

D

Other Matters Pending

Prior to argument before this Court, other matters remained pending elsewhere between these parties. In particular, on September 27, 2013, the SLRB issued a decision and order in ULP-6088 concluding that the town had committed unfair labor practices by failing to bargain in good faith and unilaterally implementing its reorganization in violation of the FFAA. See In re Rhode Island State Labor Relations Board and the Town of North Kingstown, ULP-6088, 2013 WL 5755149 (R.I. Lab. Rel. Bd. Sept. 27, 2013). The SLRB ordered the town to, inter alia:

- (1) Immediately restore the firefighters' schedule, hours of work, and hourly rate of pay to that which existed upon the expiration of the 2010-2011 contract year;
- (2) Issue back pay to affected firefighters;

- (3) Pay interest on the back pay;
- (4) Restore all contractually bargained-for benefits to the union that the town had unilaterally terminated;
- (5) Participate in interest arbitration for the 2011-2012 fiscal year;
- (6) “[R]estore and then maintain the status quo on all terms and conditions of employment that existed in the 2010-2011 collective bargaining agreement;” and
- (7) “[C]ease and desist from unilaterally implementing, at any time henceforth, any changes to the wages, rates of pay, hours, working conditions, or other terms and conditions of employment of the employees represented by the Union.”

On September 30, 2013, the SLRB filed a petition to enforce its decision and order in the Superior Court.

The town appealed the SLRB decision and order to the Superior Court. Additionally, the town sought to stay the SLRB decision pending that appeal, which was granted by the Superior Court.⁵ On January 6, 2014, the Superior Court issued a written decision on the town’s administrative appeal and the SLRB’s petition to enforce. See Town of North Kingstown v. Rhode Island State Labor Relations Board, PC 13-4261, WM 13-0516, 2014 WL 185327 (R.I. Super. Ct. Jan. 6, 2014) (North Kingstown III). The Superior Court affirmed the SLRB’s decision and order and granted the petition to enforce with the exception of the requirement that the town participate in interest arbitration for the 2011-2012 fiscal year (paragraph 5) and the order that the town “cease and desist from unilaterally implementing, at any time henceforth, any changes to the wages, rates of pay, hours, working conditions, or other terms and conditions of employment of the employees represented by the Union” (paragraph 7). To avoid potential conflict between this Court’s previous stay in North Kingstown II Supreme Court Stay and the Superior Court’s decision in North Kingstown III, the Superior Court stayed its own decision

⁵ On October 1, 2013, the Presiding Justice of the Superior Court issued an administrative order consolidating the matters pending between the parties in the Superior Court.

until appropriate resolution from this Court. The town subsequently appealed the decision to this Court; however, the matter is not currently before us on this appeal.

II

Standard of Review

“A decision to grant or deny declaratory or injunctive relief is addressed to the sound discretion of the trial justice and will not be disturbed on appeal unless the record demonstrates a clear abuse of discretion or the trial justice committed an error of law.” Hagenberg v. Avedisian, 879 A.2d 436, 441 (R.I. 2005). Additionally, we “afford deference to a trial justice’s ‘resolution of mixed questions of law and fact.’” Carrozza v. Voccola, 90 A.3d 142, 151 (R.I. 2014) (quoting Nye v. Brousseau, 992 A.2d 1002, 1008 (R.I. 2010)). However, “[t]his Court reviews questions of law and statutory interpretation de novo * * * [and] is ‘free to affirm on grounds other than those relied on by the trial justice.’” Progressive Northern Insurance Co. v. Lyden, 986 A.2d 231, 233 (R.I. 2010) (quoting Shepard v. Harleysville Worcester Insurance Co., 944 A.2d 167, 170 (R.I. 2008)).

III

Discussion

A

The Declarations

1. The Town’s Actions in Implementing Unilateral Changes

At the heart of this litigation is the town’s unilateral implementation of a three-platoon structure and the effects of that reorganization, including the change to a twenty-four hours on, forty-eight hours off schedule. The town has expressed some understandable frustrations over the course of these proceedings in its pursuit to cement the implementation of this structure. The

town had vigorously asserted its desire to implement this structure to the arbitration panel that issued the 2010-2011 award. Despite the town's offering to forgo other proposals if it were allowed to implement the three-platoon structure, the arbitration panel rejected the proposal. Additionally, the Superior Court has suggested that "the platoon structure of the Fire Department is a management right." Yet, the Superior Court found that the town's implementation of that structure was improper. Because of the affect on hourly wages, etc.

As a backdrop to the matter before us, we note that "[w]ith respect to labor law issues, this Court has frequently looked to the voluminous body of federal case law for guidance." Town of Burrillville v. Rhode Island State Labor Relations Board, 921 A.2d 113, 120 (R.I. 2007). In particular, "we have recognized the persuasive force of federal cases which have construed the phrase 'terms and conditions of employment.'" Barrington School Committee v. Rhode Island State Labor Relations Board, 120 R.I. 470, 479, 388 A.2d 1369, 1374 (1978).

The FFAA recognizes firefighters' "right to bargain collectively * * * as to wages, rates of pay, hours, working conditions, and all other terms and conditions of employment." Section 28-9.1-4. Additionally, as long as a union complies with applicable notice provisions, the FFAA establishes an obligation on a city or town to meet and confer in good faith with the union for collective bargaining purposes. See §§ 28-9.1-6; 28-9.1-13. "Read together, these provisions establish the obligation of the [city or town] and the [union] * * * to bargain with each other in good faith with respect to [wages, rates of pay, hours, working conditions, and all other terms and conditions of employment]." Fibreboard Paper Products Corp. v. National Labor Relations Board, 379 U.S. 203, 210 (1964) (quoting National Labor Relations Board v. Wooster Division of Borg-Warner Corp., 356 U.S. 342, 349 (1958)). However, "[t]he duty is limited to those

subjects,” which, thus, constitute mandatory subjects of collective bargaining. Id. (quoting Wooster Division of Borg-Warner Corp., 356 U.S. at 349).

In contrast, there are certain matters that may not be bargained away by a public employer. See Vose v. Rhode Island Brotherhood of Correctional Officers, 587 A.2d 913, 915 (R.I. 1991). A public employer may not bargain away its statutory duties. See id. Likewise, it is “a basic rule of law that [public employers] are not at liberty to bargain away their powers and responsibilities with respect to the essence of the[ir] * * * mission.” North Providence School Committee v. North Providence Federation of Teachers, Local 920, American Federation of Teachers, 945 A.2d 339, 347 (R.I. 2008). Additionally, a public employer is not “empowered to delegate to arbitrators * * * [its] statutory obligation[s];” State, Department of Mental Health, Retardation, and Hospitals v. Rhode Island Council 94, A.F.S.C.M.E., AFL-CIO, 692 A.2d 318, 324 (R.I. 1997), or “decision[s] * * * directly related to the essence of [its] * * * mission.” North Providence School Committee, 945 A.2d at 347. This prohibition can even hold true notwithstanding the fact that action taken related to the employer’s mission or pursuant to a statutory obligation may impact something that is otherwise a mandatory subject of collective bargaining. Cf. State, Department of Mental Health, Retardation, and Hospitals, 692 A.2d at 324 (stating that in light of particular statutory duties “the extent to which the [public employer] is obligated to arbitrate regarding its * * * employees’ hours of work is not boundless”); Vose, 587 A.2d at 916 (holding that CBA “shall not be interpreted as restricting the [public employer’s] statutory power to order mandatory involuntary overtime”).

In a related vein, it is well-established that there are certain “managerial decisions, which lie at the core of entrepreneurial control” over an organization. Ford Motor Co. v. National Labor Relations Board, 441 U.S. 488, 498 (1979) (quoting Fibreboard Paper Products Corp., 379

U.S. at 223 (Stewart, J., concurring)).⁶ With respect to these decisions, a “union should [not] be able to dictate to the [employer]” because such “matters [are] strictly within the province of management.” Barrington School Committee, 120 R.I. at 479, 388 A.2d at 1375. Accordingly, the choice itself of whether or not to implement a particular management decision is not subject to mandatory bargaining and need not be submitted to arbitration. See Providence Hospital v. National Labor Relations Board, 93 F.3d 1012, 1018 (1st Cir. 1996). This holds true notwithstanding the fact that such a decision “may have effects—sometimes profound effects—upon th[e] [terms and] conditions” of employment. *Id.*

Nevertheless, we reiterate “that when, as here, the problem involved concerns both a question of management and a term or condition of employment, it is the duty of the [employer] to negotiate with the [individuals] involved.” Barrington School Committee, 120 R.I. at 479-80, 388 A.2d at 1375. That duty, however, is limited to the obligation to negotiate over the effects of the decision that is within the prerogative of management. As explained by the First Circuit:

“[T]here is an important distinction between the right to bargain about a core entrepreneurial business decision (a right which a union does not possess) and the right to bargain about the effects of that decision on employees within a bargaining unit (a right which, depending upon the overall circumstances, a union may possess). * * * [Put another way], even when a particular managerial decision is not itself a mandatory subject of bargaining, the decision’s forecasted

⁶ We are cognizant that much of the federal precedent deals with private-sector cases. However, as we have said in the past, “[w]ith respect to labor law issues, this Court has frequently looked to the voluminous body of federal case law for guidance.” Town of Burrillville v. Rhode Island State Labor Relations Board, 921 A.2d 113, 120 (R.I. 2007). Further, we note that, in recognizing the existence of certain decisions as being within the managerial prerogative of a public employer, we do not break new ground. See Barrington School Committee v. Rhode Island State Labor Relations Board, 120 R.I. 470, 479, 388 A.2d 1369, 1375 (1978) (recognizing that there are certain “matters [that are] strictly within the province of management”); see also Bargainable or Negotiable Issues in State Public Employment Labor Relations, 84 A.L.R.3d 242, 255-56 (1978) (“Perhaps the single greatest, and almost universally recognized, limitation on the scope of bargaining or negotiation by state public employees is the concept of managerial prerogative as it has developed in the public sector.”).

impact on * * * terms and conditions of employment may constitute a mandatory subject of collective bargaining.” Providence Hospital, 93 F.3d at 1018.

It is within this framework that we analyze the propriety of the town’s actions in implementing the three-platoon structure.

At the outset, we acknowledge that what constitutes a management decision “eludes a precise description.” Providence Hospital, 93 F.3d at 1018. Rather than setting forth sweeping generalizations in this complex area, we believe that making the determination of what constitutes a management decision is a “chore [that] is best executed on a case-by-case basis in view of the dearth of available guidelines for decision.” Belanger v. Matteson, 115 R.I. 332, 362, 346 A.2d 124, 141 (1975) (Paolino, J., concurring in part and dissenting in part).

After review of the record and in light of our consideration of the particular circumstances that have given rise to the long and bitter conflict between these parties, we hold that the decision to implement the three-platoon structure is a management right of the town. This determination finds support among certain decisions from other jurisdictions.⁷ See, e.g., State ex rel. Quiring v. Board of Education of Independent School District No. 173, Mountain Lake, Minnesota, 623 N.W.2d 634, 640 (Minn. Ct. App. 2001) (holding that reorganization of organizational structure is a matter of inherent managerial policy that does not require negotiations with bargaining units); Appeal of International Association of Firefighters, AFL-CIO Local 1088, 462 A.2d 98, 100 (N.H. 1983) (upholding determination that alteration of fire department’s “platoon size was a subject falling solely within management discretion”); Borough of Atlantic Highlands v. Atlantic Highlands PBA Local 242, 469 A.2d 80, 85 (N.J. Super. Ct.

⁷ Although the terms of the 2007-2010 CBA had expired and its terms do not “fill a gap between CBAs,” Arena v. City of Providence, 919 A.2d 379, 392 (R.I. 2007), we nonetheless find support for our determination in the fact that the 2007-2010 CBA contained a management rights clause in which the town “retain[ed] all other rights and responsibilities inherent in the Town Council, Town Manager, Director of Public Safety and the Fire Chief.” This provision went unchanged in the 2010-2011 arbitration award.

App. Div. 1983), certif. den., 475 A.2d 588 (N.J. 1984) (holding that, based on particular facts, “issue of shift changes is nonnegotiable”). Nonetheless, while the decision to implement the three-platoon structure is a management right, it remains that the effects of that decision are subject to the FFAA’s bargaining requirements. See Providence Hospital, 93 F.3d at 1018.

Still, it is also true that a city or town’s obligation to bargain is predicated on a union’s compliance with certain prerequisites. In Town of Tiverton v. Fraternal Order of Police, Lodge # 23, 118 R.I. 160, 163, 372 A.2d 1273, 1275 (1977), this Court analyzed a provision under the Municipal Police Arbitration Act (MPAA)⁸ that is identical to a provision in the FFAA. The statutes provide that:

“Whenever wages, rates of pay, or any other matter requiring appropriation of money by any city or town are included as a matter of collective bargaining conducted under the provisions of this chapter, it is the obligation of the bargaining agent to serve written notice of request for collective bargaining on the corporate authorities at least one hundred twenty (120) days before the last day on which money can be appropriated by the city or town to cover the contract period which is the subject of the collective bargaining procedure.” Section 28-9.1-13; G.L. 1956 § 28-9.2-13.

We construed the words “last day on which money can be appropriated,” § 28-9.2-13, to be the “day on which the financial town meeting is ordinarily held.” Town of Tiverton, 118 R.I. at 166, 372 A.2d at 1276. We found unavailing the union’s argument that there were other ad-hoc ways in which the town could appropriate money that were separate from the date of the financial town meeting, noting that the “statute is clearly designed for the ordinary course of events.” Id.

Further, we stated that the statute in question operated “like an appeals statute, condition[ing] rights thereunder on full compliance with the stated requirements.” Town of Tiverton, 118 R.I. at 165, 372 A.2d at 1276. Additionally, we “construe[d] the statute to be

⁸ We have construed similar provisions in both acts under the same legal analysis. See City of East Providence v. Local 850, International Association of Firefighters, AFL-CIO, 117 R.I. 329, 331, 366 A.2d 1151, 1152 (1976).

mandatory,” rather than merely directory. *Id.* As such, we held that because the union’s notice was not timely, “the town was not obliged to negotiate with the [union] on any issues falling within the purview of § 28-9.2-13.” *Town of Tiverton*, 118 R.I. at 166-67, 372 A.2d at 1276.

Here, the Superior Court justice correctly recognized that it was “clear that the Union did not give the required notice prior to the 120-day time frame.”⁹ Notwithstanding, he declined to find that the union had forfeited its right to bargain over matters requiring the appropriation of money. He put particular significance on the fact that the parties actually negotiated after receipt of the defective notice. This emphasis was misplaced. In *Town of Tiverton*, 118 R.I. at 163, 372 A.2d at 1275, the parties also entered into negotiations after receipt of the union’s defective notice. Notwithstanding that fact, we held that the union’s failure to comply with the statutory directives was fatal, and that the town could not be compelled to negotiate with the union regarding any matter requiring the appropriation of money. *Id.* at 166-67, 372 A.2d at 1276. We discern no legally distinguishable difference from what occurred here.¹⁰ Accordingly, we hold that the union’s failure to comply with § 28-9.1-13 vitiated any obligation of the town to bargain regarding any matter requiring the appropriation of money.

⁹ The union argues that under the town’s charter it is possible to appropriate money in ways other than through the approval of the town’s final budget. We rejected this type of argument in *Town of Tiverton v. Fraternal Order of Police, Lodge # 23*, 118 R.I. 160, 166, 372 A.2d 1273, 1276 (1977). We reject the same here as well. Section 1008 of the town’s ordinances provides that the ordinary date for final approval of the town’s budget is the “first Wednesday in May.” In 2011, the date that was 120 days in advance of the first Wednesday in May was January 4, 2011. However, the union did not request bargaining until February 23, 2011, which was over a month after the 120-day deadline. Therefore, the union’s request was not timely.

¹⁰ The union attaches significant weight to our recognition in *Town of Tiverton*, 118 R.I. at 163, 372 A.2d at 1275, that the town entered negotiations “[u]nder protest.” In that case, the town had already been ordered by the Superior Court to enter into negotiations. *Id.* Thus, the town’s protest in that case should simply be read as acknowledging that the town complied with the Superior Court’s order pending appeal to this Court. *See id.* That fact, however, does not alter our analysis and the conclusion that here the town was not obligated to bargain with the union on “any issues falling within the purview of [§ 28-9.1-13].” *Town of Tiverton*, 118 R.I. at 166-67, 372 A.2d at 1276.

Our analysis does not end here, however. While the union's failure to comply with § 28-9.1-13 removed any obligation the town had to bargain regarding any matter requiring the appropriation of money, it still remained that the town was required, upon proper notice, to bargain regarding other matters. See § 28-9.1-6. Such bargaining did in fact occur. Section 28-9.1-7 provides that:

“In the event that the bargaining agent and the corporate authorities are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to arbitration.”

Here, the parties' first meeting took place on October 28, 2011; therefore, any unresolved issues must have been submitted to arbitration within thirty days from that date. The union did not demand interest arbitration until March 14, 2012, which was well beyond the thirty-day time frame. Accordingly, the hearing justice correctly found that the union failed to timely submit any unresolved issues pursuant to § 28-9.1-7.

The union argues that the parties mutually agreed to extend the period for negotiations. In Lime Rock Fire District v. Rhode Island State Labor Relations Board, 673 A.2d 51, 52 (R.I. 1996), we acknowledged that the parties had expressly “agreed in writing to extend the deadline for negotiations.” (Emphasis added.) Thus, we considered the deadline to be thirty days from the date to which the parties had expressly agreed to extend their negotiations. Id. at 54. In contrast, here the hearing justice found that there was no evidence that the parties expressly agreed to either any particular time frame for negotiations or an extension of such a time frame to a particular point. We find no error in that determination. Cf. Marshall Contractors, Inc. v. Brown University, 692 A.2d 665, 670 (R.I. 1997) (stating that generally “when contract negotiations materialize into a mutual understanding and resulting binding contract is ordinarily a question of fact for the factfinder”). Without an express agreement to extend the deadline, the

hearing justice was correct in determining that the deadline of § 28-9.1-7 could not be extended. See Lime Rock Fire District, 673 A.2d at 54. Therefore, because the union¹¹ failed to timely “submit[] unresolved issues to arbitration within the designated period, it has waived its right to pursue that remedy.” Id.

In Lime Rock Fire District, 673 A.2d at 52, the town’s fire district laid off an entire class of employees. Without any evidence to the contrary, we assumed that the union complied with § 28-9.1-13 and timely requested bargaining on matters requiring the appropriation of money. Lime Rock Fire District, 673 A.2d at 53. We further assumed that both parties appropriately offered proposed changes in contractual provisions during bargaining. Id.; see § 28-9.1-17. Further, we recognized that “the status of the fire fighters’ jobs was clearly an unresolved issue that could have been * * * brought to arbitration * * *.” Lime Rock Fire District, 673 A.2d at 54; see § 28-9.1-3(3). However, in light of the union’s failure to timely submit any unresolved issues (i.e. provisions regarding “the status of the fire fighters’ jobs”) to arbitration, we did not find the fire district’s unilateral action to be unlawful. Lime Rock Fire District, 673 A.2d at 54.

Additionally, in Lime Rock Fire District, 673 A.2d at 53, we recognized “the significance of arbitration in the procedural framework of the FFAA.” Construing § 28-9.1-2(c) and § 28-9.1-12 together, we noted that “the firefighters who are subject to [the FFAA’s] terms shall have no right to engage in any work stoppage, slowdown, or strike, the consideration for the provision being the right to a resolution of disputed questions’ through the ‘method of arbitration.’” Lime Rock Fire District, 673 A.2d at 53 (quoting §§ 28-9.1-2(c) and 28-9.1-12). Failure to avail itself of this right exposes a union to potentially drastic outcomes. See id. at 54.

¹¹ The hearing justice also found that the town had waived its purported right to submit unresolved issues to arbitration. We discuss that determination infra.

Here, it is our opinion that the town's actions in implementing its decision to change to a three-platoon structure were lawful under the circumstances before us in this case. We reach this determination based on the union's failure to timely comply with § 28-9.1-13, its failure to timely submit unresolved issues to arbitration pursuant to § 28-9.1-7, and our reliance on both our own precedent and that of other courts. Critical to this holding is that the union had knowledge that the town had proposed to implement the three-platoon structure as early as the negotiations and hearings before the arbitration panel for the July 1, 2010 to June 30, 2011 contract year. Additionally, the union was put on formal notice at least as early as the first negotiation session on October 28, 2011, regarding matters pertaining to the 2011-2012 contract year, of the town's proposal to implement the three-platoon structure.

In Town of Burrillville, 921 A.2d at 116, the town sought to change the procedure for police officers' receipt of injured-on-duty (IOD) benefits. The town and the union discussed the contents of the proposed change. Id. at 120. Despite the fact that only approximately one week had passed between the time the town informed the union of the proposed change and the implementation of the proposed change, we found that the union had "received more than adequate notice about the contents of [the] proposed [change], but it failed to request bargaining after receiving such notice." Id. We held that "a union with sufficient notice of a contemplated change waives its bargaining rights if it fails to request bargaining prior to the implementation of that change." Id. At that point, the SLRB had already opined that the issue, i.e. receipt of IOD benefits, was a "mandatory subject[] for bargaining." Id. at 117.¹² Nevertheless, in light of the union's waiver, we held that the town was free to implement the proposed change. Id. at 121.

¹² Because of our determination of waiver, we did not address the town's argument that receipt of IOD benefits was not a mandatory subject of collective bargaining. Town of Burrillville, 921 A.2d at 121 n.6.

Here, we note that the union had knowledge of the town's proposal to implement the three-platoon structure during the proceedings leading up to the July 1, 2010 to June 30, 2011 arbitration award and also that the union failed to timely comply with § 28-9.1-13. It is certainly arguable that these facts alone may have justified the town in implementing its decision to reorganize in a three-platoon structure.¹³ See Town of Burrillville, 921 A.2d at 120; Town of Tiverton, 118 R.I. at 166-67, 372 A.2d at 1276. Without doubt, however, because: (1) the union had knowledge of the town's desire to implement the three-platoon structure from the previous year's negotiations; (2) the union failed to timely comply with § 28-9.1-13; (3) the town formally proposed the implementation of the three-platoon structure at the October 28, 2011, negotiating session; and (4) the union failed to timely submit unresolved issues to interest arbitration pursuant to § 28-9.1-7, the town's implementation of its decision to reorganize in a three-platoon structure was lawful. See Town of Burrillville, 921 A.2d at 120; Lime Rock Fire District, 673 A.2d at 54.

Moving forward, the town may continue to assert the decision to implement the three-platoon structure as a management right. The town is not required to bargain with the union regarding this decision. See Providence Hospital, 93 F.3d at 1018; see also Fibreboard Paper Products Corp., 379 U.S. at 223 (Stewart, J., concurring) ("Nothing the Court holds today should be understood as imposing a duty to bargain collectively regarding such managerial decisions, which lie at the core of entrepreneurial control."). Additionally, the town may not be compelled

¹³ Conditions precedent to the availability of the binding arbitration mechanism are (1) the timely request for bargaining and (2) then the presentment of a particular proposed contractual provision during bargaining. See § 28-9.1-3(3) ("Any contractual provision not presented by either the bargaining agent or the corporate authority within the thirty (30) day period shall not be submitted to arbitration as an unresolved issue * * *"). Therefore, failing to timely request bargaining pursuant to § 28-9.1-13 may, by itself, subject a union to the unilateral implementation of matters pertaining to the appropriation of money, including wages, hours, and other terms and conditions of employment. See Lime Rock Fire District v. Rhode Island State Labor Relations Board, 673 A.2d 51, 54 (R.I. 1996).

to submit the decision itself to interest arbitration. Cf. Litton Financial Printing Division, a Division of Litton Business Systems, Inc. v. National Labor Relations Board, 501 U.S. 190, 208-09 (1991) (“Whether or not a company is bound to arbitrate, as well as what issues it must arbitrate, is a matter to be determined by the court, and a party cannot be forced to ‘arbitrate the arbitrability question.’” quoting AT & T Technologies, Inc. v. Communications Workers of America, 475 U.S. 643, 651 (1986)).¹⁴

Nonetheless, provided that the union complies with the FFAA’s requirements and makes timely requests, the town must bargain regarding the effects of its decision to implement the three-platoon structure. See §§ 28-9.1-6; 28-9.1-13; Providence Hospital, 93 F.3d at 1018. Similarly, provided that the union complies with the FFAA’s requirements and makes timely requests, the union may submit unresolved issues regarding the effects of the town’s decision to interest arbitration. See §§ 28-9.1-3(3); 28-9.1-6; 28-9.1-7; 28-9.1-13; 28-9.1-17.

Our determination that, under the particular circumstances of this case, the town was justified in unilaterally implementing its decision to reorganize into the three-platoon structure renders many of the other issues in this case largely academic. However, for the purpose of clarity, we proceed to tie up any loose ends.

¹⁴ One manner by which a determination of a management right may be available to a city or town is through declaratory relief. Alternatively, in the event an arbitration panel rejects a city or town’s assertion of a management right, the city or town may subsequently seek our review of the arbitration award by petition for writ of certiorari. See § 28-9.1-15; State, Department of Corrections v. Rhode Island Brotherhood of Correctional Officers, 866 A.2d 1241, 1247 (R.I. 2005) (acknowledging that “[t]he issue of whether a dispute is arbitrable is a question of law that this Court reviews *de novo*”); Woonsocket Teachers’ Guild, Local 951, AFT v. Woonsocket School Committee, 770 A.2d 834, 837 (R.I. 2001) (stating that “like subject matter jurisdiction, the question of arbitrability may be raised by the parties at any time, or by this Court *sua sponte*”).

2. The Right to Submit Unresolved Issues to Interest Arbitration

The hearing justice found that the burden of submitting unresolved issues to interest arbitration falls on both unions and public employers. Accordingly, he found that, because no issues were timely submitted to interest arbitration, both the union and the town had waived such right. The town avers that the right to submit unresolved issues to interest arbitration is a “right of labor” that is afforded to firefighters under the FFAA and is not available to public employers.

We agree with the hearing justice that the union waived its right to submit unresolved issues to interest arbitration. In light of our determination that the town was justified in implementing the three-platoon structure, however, we find that it is unnecessary for us to weigh in on the question of the town’s purported waiver. There may indeed be circumstances where a public employer may desire to invoke binding interest arbitration. Whether that is a right that is available to public employers under the FFAA, and whether a public employer could waive such a right, if available, are “issue[s] for another day in another case.” Berman v. Sitrin, 101 A.3d 1251, 1269 (R.I. 2014) (quoting Calise v. Curtin, 900 A.2d 1164, 1169 (R.I. 2006)).

3. and 4. The Interest Arbitration Panel Has No Jurisdiction to Decide Any Unresolved Issues between the Parties and Does Not Have Jurisdiction to Determine Effects of Unilateral Changes

The hearing justice found that the 2011-2012 Arbitration Panel did not have jurisdiction to determine or resolve any issues between the parties. The first basis for this finding was predicated on his determination that the town’s actions must be undone. The second flowed from his determination that the parties had waived the right to interest arbitration pursuant to our decision in Lime Rock Fire District. We find this second basis dispositive and, therefore, affirm the hearing justice’s determination that the 2011-2012 Arbitration Panel does not have any jurisdiction to decide any unresolved issues between the parties because of the union’s waiver

pursuant to Lime Rock Fire District. Due to the union's waiver of its right to demand interest arbitration, neither does the 2011-2012 Arbitration Panel have jurisdiction to determine the effects of the town's decision to implement the three-platoon structure.

5. The SLRB has Jurisdiction over ULP-6088 insofar as it is Necessary to Determine Terms and Conditions After Expiration of Previous CBA

The hearing justice, relying on our decision in Warwick School Committee v. Warwick Teachers' Union, Local 915, 613 A.2d 1273 (R.I. 1992), found that the SLRB, and not the Superior Court, had jurisdiction to determine which terms and conditions of employment existed between the parties since the expiration of the 2007-2010 CBA. In the abstract, we do not disagree with the hearing justice's reading of Warwick School Committee,¹⁵ however, based on our application of our other precedent to the facts of this case, there is nothing for the SLRB to determine with respect to the relationship between the parties, at least as far as the July 1, 2011 through June 30, 2012 period. Had the same series and confluence of events¹⁶ not occurred, the town may not have been justified in implementing the three-platoon structure and there may have been something for the SLRB to determine.

¹⁵ Indeed, in our order issuing a stay in this case, we quoted Warwick School Committee, stating that "the Superior Court does not have original jurisdiction of the question to determine what, if any, agreement is in force between [management] and [a] union." Town of North Kingstown v. International Association of Firefighters, Local 1651, AFL-CIO, 65 A.3d 480, 482 (R.I. 2013) (mem.) (North Kingstown II Supreme Court Stay) (quoting Warwick School Committee v. Warwick Teachers' Union, Local 915, 613 A.2d 1273, 1276 (R.I. 1992)).

¹⁶ That is: (1) union's knowledge of town's desire to implement three-platoon structure from prior year's arbitration proceedings; (2) union's failure to timely comply with § 28-9.1-13; (3) town's formal proposal of three-platoon structure during bargaining; and (4) union's failure to timely submit unresolved issues to interest arbitration per § 28-9.1-7.

B

The Injunction

In addition to the five declarations, the Superior Court also ordered the town to reinstate the wages, hours, and other terms and conditions of employment that existed prior to the implementation of the three-platoon structure. Previously, we stayed the injunction pending this appeal. North Kingstown II Supreme Court Stay, 65 A.3d at 483. Since we now hold that the town was justified in implementing the three-platoon structure, it follows necessarily that the injunction should be vacated. Accordingly, we need not reexamine any procedural improprieties in issuing the injunction alleged by the town.

C

Scope of this Opinion

The explicit scope of this opinion can only be stretched so far as to review the Superior Court decision in North Kingstown II, which, by its own terms, only addressed the 2011-2012 Arbitration Panel and related declaratory relief. We recognize, however, that there are still matters pending between these parties, including unresolved counts on the town's amended complaint filed on September 24, 2012 relating to the 2012-2013 Arbitration Panel. This opinion does not address those unresolved counts.

Nonetheless, we reiterate that "the opinions of this Court speak forthrightly and not by suggestion or innuendo * * * [and it is not] the role of the trial justice to attempt to read between the lines of our decisions." Pleasant Management, LLC v. Carrasco, 960 A.2d 216, 223 (R.I. 2008) (quoting Fracassa v. Doris, 876 A.2d 506, 509 (R.I. 2005)).¹⁷ Thus, to the extent that the salient factual circumstances surrounding the 2012-2013 Arbitration Panel parallel those of the

¹⁷ While we may disagree with some of his conclusions, we note that, as a whole, the trial justice carried out his judicial role in an admirable manner as he sifted through the issues raised by this pell-mell of a protracted litigation.

2011-2012 Arbitration Panel, the Superior Court need not engage in needless wheel-spinning to determine the outcome.

IV

Conclusion

For the reasons set forth in this opinion, we affirm the judgment of the Superior Court in part, reverse in part, and remand the papers to the Superior Court.



RHODE ISLAND SUPREME COURT CLERK'S OFFICE

Clerk's Office Order/Opinion Cover Sheet

TITLE OF CASE: Town of North Kingstown v. International Association of Firefighters, Local 1651 AFL-CIO, et al.

CASE NO: No. 2013-44-Appeal.
No. 2013-66-Appeal.
No. 2013-96-Appeal.
WC 12-542

COURT: Supreme Court

DATE OPINION FILED: January 9, 2015

JUSTICES: Suttell, C.J., Goldberg, Flaherty, Robinson, and Indeglia, JJ.

WRITTEN BY: Associate Justice Gilbert V. Indeglia

SOURCE OF APPEAL: Providence County Superior Court

JUDGE FROM LOWER COURT:

Associate Justice Brian P. Stern

ATTORNEYS ON APPEAL:

For Town: Daniel K. Kinder, Esq.

For Union: Elizabeth A. Wiens, Esq.

Verbal Testimony:

ITEM REBUTTAL

3. We will present a complete review of the two Jacob's reports as well as the Varone report. It will show that the reports discusses station numbers 9 times. Only once does it single out a 3 station model. The other 8 indicate an efficiency in 3 or 4 station models.
4. States that a 3 station model would cut \$748,000. On page 21 of the October Jacob's report it states \$561,324. As we have cut 6 fire positions since 2011 and 4 administrative positions we have been able to reduce approximately \$660,000. (6 x 100,000 for FF and 4 x 15,000 for admins)
6. No states Jacobs showing a \$1,282,000 savings to cut a station.
8. The merged CFD was handed 4 labor contracts in force per the enabling legislation (S-096=58 Sub A/2). We continued over the manning clauses.
9. "If agreed by the Committee and the Union that the minimum number of firefighters required by the town is 12." This is beginning to play with the numbers. If we have 4 platoons as 12 and it means we can go to 3 platoons at 12, isn't that still 12 men on duty?
12. As it begins to try and explain the 12 man coverage there are two major points be slipped in without discussion. First that the men would be willing to work 56 hours, 14 extra hours without additional compensation. Second that cutting the 12 men needed to make his assumptions work would be in the best interest of the Town.
15. Mr. Lambi didn't provide any documented support for the claim that the western half of the country is on 3 platoon schedules.
17. "Providence as boasted \$5million in future savings." Much a kin to "might be a winner, might be." But a short time after Mr. Lambi's claims we see the mess Providence is in. With many of boasting by Mayor Elorza being retracted.

"North Kingston realized \$1,400,000 in first year savings." Mr. Lambi merely presented a projected fiscal note from NK. He presented zero evidence of any type of savings in any year.
21. NK was ruled to not have a contract by the Supreme Court based on a technicality. (Page 5 of ruling) Where the Local and Town Manger had written agreements to negotiate the office notice for arbitration was not sent by the union.

It was not an "exchange" it was implemented. Also we know that Providence, having a contract in place, it taking the lack of negotiation for the 8% through the courts.

24. The calculations provided had made several assumptions. First that we could just cut minimum manning to 36 without negotiations. Also that some of the cost cuts and additions were correct. (See calculation review)

Cost review

1. We can't just cut 12 men without negotiations.
2. One cannot just put in a 10% salary increase in for 33% more work without negotiations.
3. Tuition reimbursement is calculated assuming every man will take part in the program.
4. Bachelor's degree payment is based on every man have a BS, in fact only 4 received this.
5. Sick time is assumed to be taken at 100%. Fact it is about 30 – 40%, budgeted right now for 30%.
6. Bereavement Leave is based on every man having an immediate member of their family die every year.
7. Projected a 10% increase. Used a payroll figure of 2,871,927 and shows 10% at 224,168?
8. Increase in retirement projections used the incorrect percentage that we pay now. Also no allowance for the increase due to the fact that we will have less men paying into a pension system carrier more retirees.
9. This calculation sheet shows a 33% increase in work and a 17% cut in hourly pay.
10. Taking into considerations of no extra benefits being calculated into this sheet, the extra 33% more work would actually result in a 23% loss of pay.
11. These calculations would equal 728 more hours for \$1,088 in cash, or \$1.49 per hour.

Mr. Lambi's entire presentation is based solely on the North Kingstown model, as he testified. We will show that the NK model is not what Mr. Lambi represents it to have achieved. Also his cost analysis is based on a simple cutting of 12 men. That is not possible due to the State of RI law requiring these matters to be negotiated. Also it is a strong sense in the community that positions be eliminated, if any, by attrition. The 3 platoon cost model we will review will cover this cost.

Verbal Testimony:

1. Some 80% of the taxpayers approved a referendum in 2010 that empowered the Town Council to assist in the consolidation of the four fire districts by conducting a "comprehensive feasibility planning assessment".
2. With 10,033 votes in favor of this referendum (2,544 against), it was clear that the taxpayers wanted to see "cost savings" from the consolidation of four separate Departments, and a corresponding decrease in their fire tax bills.
3. That comprehensive assessment was conducted by Don Jacobs, and his "final" report (dated October 1, 2012) recommended the use of the 3 station model (instead of the current 4 station model).
4. This reorganization would reduce personnel by at least 7, and realize annual cost savings of \$748,000.
5. The former and current Mayors have both publicly stated their objectives to substantially reduce the cost of fire service delivery in Cumberland. Recently Mayor Murray confirmed his desire to strongly consider the closing of a station.
6. There is no question that the closure of a station and the related elimination of the 12 positions currently funded to staff an engine company, could yield substantial annual savings (estimated in the Jacobs report as \$106,800 per man), for a total annual savings estimated at \$1,282,000, plus the cost savings realized from closing a physical station location (i.e. utilities, repairs, upkeep).
7. However, there have been concerns voiced by the firefighters that reducing manpower (by these 3 positions) will place them, and the taxpayers, at a greater risk of injury or death.
8. Additionally, the newly negotiated CBA requires "minimum manning" of 12 men on-duty at all times (four stations with 3 firefighters per apparatus).
9. So, if it is agreed by the Committee and the Union that the minimum number of firefighters required in the town is 12, then the 3 platoon system could allow the town to realize substantial fire delivery savings, without reducing the minimum number of firemen on duty.
10. How? Because the current CBA requires 3 men at 4 stations, 24 hours a day, 7 day a week. This totals 2,016 hours of personnel costs per week.
11. The current 4 platoon shift model requires each man to work an average 42 hour work week, which means the Fire District needs to employ 48 men to work 42 hours a week to equal 2,016 hours of coverage.
12. However, the 3 platoon shift model generally requires each man to work an average work-week of 56 hours. Thus, 2,016 hours divided by 56 hours would only require 36 men to staff the 4 stations in accordance with the current CBA.
13. Thus, the District could reduce manpower by "up to" 12 positions, without losing any existing service coverage.
14. And, because on-duty manpower is not reduced under the 3 platoon shift model, prior safety concerns are negated (see #7 above).
15. Although North Kingstown has recently pioneered the use of the 3 platoon system in Rhode Island, this shift system is has been commonly used in the western half of the U.S. for decades.

CAMBI Pg 1 OF 2

16. Other communities currently using the 3 platoon system in Rhode Island include Providence, Tiverton, and Coventry.
17. Providence has boasted \$5,000,000 in future overtime savings alone, while North Kingstown realized \$1,400,000 in first year savings.
18. Overtime savings are utilized because the "normal work week" would be increased from 42 to 56 hours.
19. The Federal Fair Labor Standards Act specifically allows firefighters to be paid "straight-time" for hours worked up to 53 hours a week.
20. That said, Cumberland's savings may differ, based upon wage increases provided to the firefighters when/if this shift change is negotiated.
21. For your reference, please note that in exchange for working more hours per week, North Kingstown agreed to a 7% increase in base wages over a 3 year period, and Providence recently announced an 8% increase in base pay for their firemen.
22. Important to note: Base wage increases will (generally) result in greater pension benefits for the firemen. This should be an attractive benefit for the firefighters.
23. Overall negotiated benefits will impact the total savings realized from converting from a 4 platoon shift system to a 3 platoon shift model.
24. However, the attached calculations do illustrate that the estimated current annual savings in Cumberland could range between \$800,000 to \$1,200,000.
25. Are there any questions on my testimony, the calculations, or the documents attached herein?

Lambi PG 2 of 2

Cumberland Fire District

Estimated Annual Savings - Converting from a 4 Platoon Shift Model to a 3 Platoon Shift Model

Prepared by Arthur Lambi, Dated August 3, 2015

Estimated reduction in personnel:

Estimated increase in remaining base wages

12

10%

You assume we can cut 12 men w/out negotiations

You assume we can give only 10% w/out neg.

Per
Position

Annual
Savings

Annual "firefighter" salary			\$52,520	\$630,240
Payroll taxes on wage reductions			8%	\$50,419
EMT Incentives			\$1,300	\$15,600
Longevity payments			4.50%	\$28,361
Clothing allowance			\$900	\$10,800
Life insurance			\$150	\$1,800
Tuition reimbursement			\$340	\$4,080
You assume every man would get this. We only budget 9K for 6 months				
Bachelor's degree incentive			\$1,000	\$12,000
4 men get this				
Vacation days (10 to 14 years)	hours	192	\$4,617	\$55,406
Sick days	hours	132	\$3,174	\$38,091
We don't cover 100%				
Bereavement leave	hours	48	\$3,174	\$38,091
We don't have 48 men out on Bereavement every year.				
Holidays (12 days)	hours	126	\$3,030	\$36,360
Personal time	hours	34	\$818	\$9,811
Overtime differential on paid time off			*	\$88,880
Retirement contributions, (budget average %)			19%	\$119,746
Health insurance benefits, (budget average per man)			\$17,917	\$215,004
Subtotal of Annual Savings			<u>\$112,891</u>	\$1,354,690

Subtotal of Annual Savings (from previous page)		\$1,354,690
Estimated increase in remaining base wages	10%	(224,168)
Total budgeted base:	\$2,871,927	
	did you take 10% of this number?	
Increase in retirement cost	With less paying in and more	19% (42,592)
Increased payroll taxes	retirees our % will increase.	8% (\$17,933)
Estimated Annual Savings, net of wage increase	**	<u>\$1,069,997</u>

where does this come from?

* Differential computed by totaling savings from paid time off: \$177,760 times 50%

** Expenses for training, personal equipment, and other incidentals are not reflected above.

Training cost will not go down. Personal equipment would not reduce for ever as cost will go up, utilities stay the same.

This is page 2 of 2 of the Plan:

Estimated reduction in personnel:

Estimated increase in remaining base wages

12
10%

Didn't add in the extra benefits the extra hours will bring to Vaca, Sick, Unifor

Didn't Calculate the increase to the district base pension % due to the smaller number of men paying into the group's cost

Explain overtime differential on paid time off

Didn't add in the extra longevity cost on the balance of the men, base pay goes up

52,520 / 2,184hrs = \$24.00 per hr

x 10%

57,772 / 2,912hrs = \$19.83 per hr

You can honestly say that this is a good thing to do to 36 men averaging 17 years of service to Cumberland, with a straight face?

Funny it works out to be a 17% hourly pay cut, 1 percent for every year of service.

And a man working 33% more hours, we wouldn't owe them more vacation, sick, and other benefits? Because add that lose into this and, well according to your own calculations on page one, they would lose 23% of their current hourly earnings.

33% more work 23% less pay.

728 more hours for \$1,088 in cash, or \$1.49 per hour.

CUMBERLAND BUDGET	BUDGETED	ADJUSTED (Removed what is a NK Town Exp)	PER MAN	NORTH KINGSTON NOTES	BUDGET	BUDGETED	BUDGETED TO ADJ to 54 men	PER MAN	NOTES
CONTRACT PAYROLL	52		52		67	59	59		Removed 8 Rescue Men and 1 Sec
1 FB Clothing Allowance	\$ 54,900	\$ 54,900	\$ 1,056	Uniform	\$ 75,900	\$ 66,837	\$ 1,133		
2 FB Education Incentive	\$ 7,500	\$ 7,500	\$ 144						
3 FB Education Tuition Cost	\$ 18,000	\$ 18,000	\$ 346	Tuition	\$ 10,000	\$ 8,806	\$ 149		
4 FB EMT Incentive	\$ 80,400	\$ 80,400	\$ 1,546						
5 FB Holiday Pay	\$ 164,775	\$ 164,775	\$ 3,169	Holiday Pay	\$ 258,540	\$ 227,670	\$ 3,859		
6 FB Life Insurance	\$ 10,350	\$ 10,350	\$ 199	Life Insurance	\$ 13,864	\$ 12,209	\$ 207		
7 FB Longevity Pay	\$ 108,536	\$ 108,536	\$ 2,087	Collateral Pay	\$ 8,000	\$ 7,045	\$ 119		
8 Healthcare B/C	\$ 783,662	\$ 783,662	\$ 15,070	Healthcare	\$ 1,081,743	\$ 952,580	\$ 16,145		
9 Healthcare office co-pays	\$ 130,000	\$ 130,000	\$ 2,500						
10 COLA for VFFD	\$ 14,000	\$ 14,000	\$ 269						
11 Healthcare employee share	\$ (66,300)	\$ (66,300)	\$ (1,275)						
12 Healthcare Dental	\$ 67,099	\$ 67,099	\$ 1,290	Dental	\$ 56,528	\$ 49,778	\$ 844		
13 Healthcare Reimbursements	\$ 160,000	\$ 160,000	\$ 3,077						
14 Healthcare Vision	\$ 5,150	\$ 5,150	\$ 99						
15 OT	\$ -	\$ -	\$ -	Out of Rank	\$ 18,270	\$ 16,089	\$ 273		
16 OT Personal Day	\$ 65,184	\$ 65,184	\$ 1,254						
17 OT Sick calls Coverage	\$ 79,083	\$ 79,083	\$ 1,521						
18 OT Vacation Coverage	\$ 373,848	\$ 373,848	\$ 7,189	Overtime, all	\$ 920,000	\$ 810,149	\$ 13,731		CFD Overtime is at
19 Payroll Full Time Pension	\$ 738,516	\$ 738,516	\$ 14,202	Pension	\$ 1,429,502	\$ 1,258,815	\$ 21,336		\$9,964 per man
20 Payroll Full Time Salary	\$ 2,871,927	\$ 2,871,927	\$ 55,229	Payroll Full Time, Classified	\$ 3,951,319	\$ 3,479,520	\$ 58,975		
21 Payroll Taxes	\$ 308,375	\$ 308,375	\$ 5,930	Payroll Taxes	\$ 404,535	\$ 356,232	\$ 6,038		
SUBTOTAL	\$ 5,975,005	\$ 5,975,005	\$ 114,904		\$ 8,228,201	\$ 7,245,729	\$ 122,809		
VOLUNTEER PROGRAM									
25 Part Timer Program	\$ 20,592	\$ -	\$ -		\$ -	\$ -	\$ -		NONE
26 Uniforms/Clothing Call Dept	\$ 500	\$ -	\$ -		\$ -	\$ -	\$ -		NONE
27 Volunteers - Call Force	\$ 47,000	\$ -	\$ -		\$ -	\$ -	\$ -		NONE
SUBTOTAL	\$ 68,092	\$ -	\$ -		\$ -	\$ -	\$ -		
EQUIPMENT UPGRADE & REPAIR									
31 Rescue Supplies	\$ -	\$ -	\$ -	Rescue Supplies	\$ 42,500	\$ -	\$ -		Removed CFD doesn't have rescue
32 Janitorial Supplies	\$ -	\$ -	\$ -	Janitorial Supplies	\$ 5,266	\$ 4,637	\$ 79		
33 Communications Upgrade	\$ 1,000	\$ 1,000	\$ 19	Communications Maint.	\$ 15,100	\$ 13,297	\$ 225		
34 Equipment Supplies & Repairs	\$ 7,500	\$ 7,500	\$ 144	Safety Equipment	\$ 22,600	\$ 19,901	\$ 337		
35 Personal Equipment	\$ -	\$ -	\$ -	Personal Equipment	\$ 15,000	\$ 13,209	\$ 224		
36 Equipment Testing and Cert	\$ 2,800	\$ 2,800	\$ 54	Equipment Testing and Cert	\$ -	\$ -	\$ -		
37 Fire Alarm	\$ 1,500	\$ 1,500	\$ 29	Alarm system	\$ 500	\$ 440	\$ 7		
38 First Aid Equip. Supplies & Expendabl	\$ 10,000	\$ 10,000	\$ 192	Fire Supplies	\$ 2,000	\$ 1,761	\$ 30		Note: CFD's 10,000 is for first responder/rescue supplies
39 Furnishings	\$ 2,000	\$ 2,000	\$ 38	Furnishings	\$ -	\$ -	\$ -		
40 Radio Equip. Upgrade & Repairs & Mi	\$ 5,000	\$ 5,000	\$ 96	Radio System & Batteries & Repa	\$ 10,550	\$ 9,290	\$ 157		
41 Shared Communications	\$ 2,000	\$ 2,000	\$ 38	Shared Communications	\$ -	\$ -	\$ -		
42 Truck Tires	\$ -	\$ -	\$ -	Tires	\$ 9,230	\$ 8,128	\$ 138		
43 Upgrading & Purchase of Equipment	\$ 30,000	\$ 30,000	\$ 577	Hand Tools	\$ 2,000	\$ 1,761	\$ 30		
44 Vehicle Gas, Oil & Lubricants	\$ 65,000	\$ 65,000	\$ 1,250	Fuel and gasoline	\$ 82,950	\$ 73,046	\$ 1,238		
45 Vehicle Maint. & Repairs	\$ 77,000	\$ 77,000	\$ 1,481	Vehicle Maint. & Repairs	\$ 16,800	\$ 14,794	\$ 251		
SUBTOTAL	\$ 203,800	\$ 203,800			\$ 224,496	\$ 160,265			
DRILLS AND TRAINING									
49 Books and Publications	\$ -	\$ -	\$ -	Books and Publications	\$ 5,500	\$ 4,843	\$ 82		
50 Drills and Training	\$ 17,750	\$ 17,750	\$ 341	Paid Training	\$ 20,000	\$ 17,612	\$ 299		
51 FP ands EMS Training	\$ 3,000	\$ 3,000	\$ 58	Training & Training Equipment	\$ 7,500	\$ 6,604	\$ 112		
52 Medical Examinations	\$ 3,000	\$ 3,000	\$ 58	Medical Services	\$ 3,600	\$ 3,170	\$ 54		
SUBTOTAL	\$ 23,750	\$ 23,750			\$ 36,600	\$ 32,230			

CUMBERLAND BUDGET	BUDGETED	ADJUSTED (Removed what is a NK Town Exp)	PER MAN	NORTH KINGSTON NOTES	BUDGETED	BUDGETED TO ADJ to 54 men	PER MAN	NOTES
55 ADMINISTRATIVE PAYROLL								
56 Administrative Staff	\$ 128,900	\$ 50,000	\$ 962		\$ -	\$ -		Unknown
57 Clerk	\$ 3,200	\$ -	\$ -		\$ -	\$ -		NK Town expense
58 Committee Members	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
59 Finance Management Fee	\$ 78,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
60 Legal	\$ 12,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
61 Moderator	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
62 Part Time clerks for tax seasons	\$ 10,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
63 Social security Admin Payroll	\$ 16,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
64 Tax Collector Fees	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
65 Tax Expenses Treasurer \$ Collector	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
66 Treasurer Fee	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
67 SUBTOTAL	\$ 248,100	\$ 50,000			\$ -	\$ -		
68								
69 UTILITIES								
70 Cox	\$ 600	\$ 600	\$ 12		\$ -	\$ -		NK Town expense
71 Electricity	\$ 35,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
72 Gas	\$ 22,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
73 Hydrant Fees Cumberland & Pawt	\$ 219,364	\$ -	\$ -		\$ -	\$ -		NK Town expense
74 Sewer Assessment	\$ 2,800	\$ -	\$ -		\$ -	\$ -		NK Town expense
								Note: Left in all of CFD's exp, not sure of #
75 Telephone	\$ 20,000	\$ 20,000	\$ 385	Telephone	\$ 11,800	\$ 10,391	\$ 176	of buildings in NK
76 Utilities	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
77 Water	\$ 20,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
78 SUBTOTAL	\$ 319,764	\$ 20,600			\$ 11,800	\$ 10,391		
79								
80 STATION								
81 Air Cascade Maintenance	\$ 950	\$ -	\$ -	Air Cascade Maintenance	\$ -	\$ -	\$ -	
82 Building Supplies, Repairs & Improver	\$ 42,000	\$ 42,000	\$ 808	Building Repairs	\$ 6,000	\$ 5,284	\$ 90	
83 SUBTOTAL	\$ 42,950	\$ 42,000			\$ 6,000	\$ 5,284		
84								
85 RESTRICTED FUNDS								
86 Expenses - Contingency	\$ 10,000	\$ 10,000	\$ 192		\$ -	\$ -		NK Town expense
88 Capital Improvements - Stat Improve	\$ 42,700	\$ -	\$ -		\$ -	\$ -		NK Town expense
89 Sick Time Pay out	\$ 5,000	\$ 5,000	\$ 96	Termination Pay - Retirement	\$ 60,000	\$ 52,836	\$ 896	
90 Motor Vehicles	\$ -	\$ -	\$ -	Motor Vehicles	\$ 68,000	\$ 59,881	\$ 1,015	
91 Truck Lease Interest	\$ 8,400	\$ 8,400	\$ 162		\$ -	\$ -		NONE
92 Truck Lease Principle	\$ 54,000	\$ 54,000	\$ 1,038	Building Lease	\$ 30,000	\$ 26,418	\$ 448	
93 SUBTOTAL	\$ 120,100	\$ 77,400			\$ 158,000	\$ 139,134		
94								
95								
96 ADMINISTRATIVE EXPENSE								
97 Solid Waste	\$ -	\$ -	\$ -	Solid Waste	\$ 7,960	\$ -	\$ -	CUMB Town Expense
98 Advertising, legal and employment	\$ 750	\$ -	\$ -		\$ -	\$ -		NK Town expense
99 Affiliated Fire Associations	\$ 450	\$ 450	\$ 9	Association Dues	\$ 1,300	\$ 1,145	\$ 19	
100 Bank Fee	\$ 1,250	\$ -	\$ -		\$ -	\$ -		NK Town expense
101 Chief's Administrative Expenses	\$ 2,000	\$ 2,000	\$ 38	Chief's Administrative Expenses	\$ 3,500	\$ 3,082	\$ 52	
102 Computer Development Program	\$ 3,500	\$ -	\$ -		\$ -	\$ -		NK Town expense
103 Computerized Tax Bills	\$ 6,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
105 Employee Support (Health/Welfare E	\$ 2,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
106 Grants - Matching Funds	\$ 5,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
107 Insurance	\$ 310,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
108 Office Equipment	\$ 3,000	\$ 3,000	\$ 58		\$ -	\$ -		NK Town expense
109 Office Supplies and Expenses	\$ 3,000	\$ 3,000	\$ 58	Office Supplies	\$ 6,500	\$ 5,724	\$ 97	
110 Treasurer Expenses	\$ 3,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
111 Tax Collector Expenses	\$ 3,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
112 Payroll Service	\$ 8,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
113 Office Postage	\$ -	\$ 3,200	\$ 62	Postage & Form Printing	\$ 3,200	\$ 2,818	\$ 48	
114 Printing and Postage	\$ 7,000	\$ -	\$ -		\$ -	\$ -		NK Town expense
115 Professional Development	\$ -	\$ -	\$ -		\$ -	\$ -		NK Town expense
117 Professional Fees	\$ 3,500	\$ -	\$ -		\$ -	\$ -		NK Town expense
118 SUBTOTAL	\$ 361,450	\$ 11,650			\$ 22,460	\$ 12,769		
120 TOTAL	\$ 7,363,011	\$ 6,404,205	\$ 123,158	\$ (5,754)	\$ 8,687,557	\$ 7,605,802	\$ 128,912	Payroll Full & Part Time, Unclassified
121					\$ 105,990	\$ 93,334	\$ 1,582	
122					\$ 8,793,547	\$ 7,699,136	\$ 130,494	\$ 130,494

USED
FISCAL YR 15-16
PERFORMANCE CHART

15/16

PERFORMANCE MEASURES

PRODUCTIVITY MEASURE	Goal	ACTUAL 2012/13	BUDGET 2013/14	PROJECTED 2013/14	PROJECTED 2015/16
Structure Fires		49	65	65	60
Brush Fires		30	44	44	35
Vehicle Fires		13	35	35	35
Other Fires		19	45	45	45
System Malfunction		333	350	350	368
Malicious/Accidental		331	385	385	385
Hazardous Condition		207	210	210	210
Service/Good Intent		1154	1520	1520	1300
Other		384	375	375	400
Mutual Aid Given		66	105	105	80
Mutual Aid Received		297	72	75	72
Medical Calls		2705	2620	2620	2847
MVA		258	370	370	300
Total Incidents		5451	6196	6196	6137
Residential Inspections		360	420	420	380
Commercial Inspections		383	425	425	400
Plans Review		286	400	400	350
Total Inspections		1029	1245	1245	1130

PERSONNEL LIST

POSITION TITLE (Full Time)	ACTUAL 13/14	BUDGET 14/15	PROJECTED 15/16
Fire Chief	1	1	1
Deputy Fire Chief	4	3	3
Fire Captain	5	5	5
Rescue Captain	3	3	3
Fire Lieutenant	12	12	12
Rescue Lieutenant	4	3	3
Private/EMTC	31	30	36
Fire Inspector	1	1	1
Training Officer	0	0	0
Fire Mechanic	1	1	1
Assistant Mechanic	1	1	1
Secretary	1	1	1
Total	68	66	67

FIRE DEPARTMENT		
BUDGET		
Account Number	Description	Requested
00108030 510101	CLASSIFIED FULL TIME	3,951,319.00
00108030 510103	UNCLASSIFIED FULL TIME	98,050.00
00108030510104	UNCLASSIFIED PART TIME	7940.00
00108030 510106	OUT OF RANK This account pays out of rank pay per section 3.25(d) of the Union Contract. This account works in direct proportion with the overtime and callback accounts. History accounts for the amount.	18,270.00
00108030 510107	OVERTIME AND CALLBACK Combined callback and Overtime wages per the Union Contract	920,000.00
00108030 510110	PAID TRAINING TIME This account pays the wages for part time training personnel for a new recruit class, IFSTA, Rope Rescue, Confined Space, Haz-Mat/Decon, 10,000 and EMTC recertification training, 10,000.	20,000.00
00108030 510111	COLLATERAL PAY This account pays for part time personnel who work in Fire Prevention, Line Work, Radio Repair, Radio Box disconnects and other part time employment who use to receive time and one half and now receive straight pay as per section 4.1 of the Union Contract.	8,000.00
00108030 510202	HOLIDAY PAY This account budget request is based on the contract with Local 1651 section 3.14	258,540.00
00108030 524001	FICA	404,535.00
00108030 524302	RETIREMENT	1,429,502.00
00108030 524304	HEALTH INSURANCE	1,081,743.00
00108030 524305	DENTAL INSURANCE	56,528.00
00108030 524306	LIFE INSURANCE	13,864.00
00108030 524307	UNIFORM ALLOWANCE Section 3.9 of the Union Contract 66 members at \$1,150 each	75,900.00
00108030 524401	TUITION & FEES Section 3.23 of the Union Contract requires for Union members to be reimbursed for College Credits \$5,000 Continuation of project management training and Fire Apparatus Maintenance Certification Training as recommended by Matrix 5,000	10,000.00
00108030 524403	ASSOCIATION DUES Membership and association dues to: NFPA 150.00 X 3 (chief, fire Marshall, training) IAFC 200.00 (chief) Secretary of State (Notary) 80.00 IAAI 20.00 X 2 (Fire Marshall) FCOA 25.00 X 2 (D.C. Marshall) RIAFC 30.00 X 4 (Deputies) 75.00 (Chief) FCORI 25.00 x 2 (Fire Marshall, Deputy Chief) RIAFM 20.00 X 6 (Marshall, Chief, Assistants)	1,300.00
00108030 524406	TRAINING EQUIPMENT Instructional media-manuals-books 1800.00 Materials for outside testing 1500.00 , Training aids 200.00	3500.00
00108030 524408	TRAINING National Association of Dispatch Training and associated equipment 4,000.00	4000.00

-18,137

-6705

-68,860

-17,000

-94,460

-15,605
+ 601,364

+38010

00108030 530101	TELEPHONE Cellular phone service for the departments cell phones Town Manager, IT and EMA Director. 9,880.00 annual charges, 1,200.00 repair/replacement costs	11,080.00
00108030 530103	POSTAGE	1500.00
00108030 530104	RADIO SYSTEM Physio Control service contract for life packs 6,500.00 radio repair technician expenses 2,500.00 purchases of replacement radios. 1,000.00	10,000.00
00108030 530106	ALARM SYSTEMS Material and equipment to maintain and repair the municipal fire alarm system as needed 500.	500.00
00108030 530305	SOLID WASTE Rubbish removal for Stations 1, 2, 3, 5, Repair Shop and Training contract with DPW 5,460.00 medical waste and oil disposal 2,500.00	7960.00
00108030 530602	PERSONNEL Employee Assistance Program 1800.00 Annual TB Testing. 810.00	2610.00
00108030 530604	MEDICAL SERVICES This account will cover the costs of physical exams for eight employees @ 450.00 per 3600.00	3600.00
00108030 531001	MOTOR VEHICLES MAINTENANCE & EQUIPMENT Maintenance and repair expenses associated with Fire Department vehicles. Service 8000 commodities 60,000	68,000.00
00108030 531002	CONSTRUCTION & OPERATING EQUIP Costs for repairs to department appliances as needed 500.00	500.00
00108030 531003	COMMUNICATIONS MAINTENANCE All communications systems including intercoms, inter station telephones, alerting devices, sirens, etc. 1,500.00 sub-contracting of repairs 2700.00 Purvis maintenance contract 6,000.00 wireless air cards 2,900, Electronic Permitting Service 2,000	15,100.00
00108030 531006	MAINTENANCE SAFETY EQUIPMENT Mandatory bench testing of all breathing apparatus. 6000.00 Annual testing of ground ladders, aerial. 1800.00 Annual testing of the bucket truck. 300.00 Test the air and air compressor for the SCBAs. 2500.00 Testing of CO2 air monitors 2000.00 Testing of Oxygen Bottles 1000.00 Testing of Fire Extinguishers 1000.00 Testing of Hurst Jaws 1500.00 Inspection of technical rescue gear 700.00	16,800.00
00108030 540101	OFFICE SUPPLIES Supplies for computers, server, printers, general office supplies 2,500 Computer and software upgrades for the department 3,500	6000.00
00108030 540102	PRINTED FORMS Department record keeping requirements mandated by RI Dept. of Labor, RI Dept of Health, Fire Marshall's Office 700.00 Department forms and stationary 1000.00	1700.00
00108030 540105	MINOR OFFICE EQUIPMENT Small office equipment for administrative offices 500.00	500.00
00108030 540108	BOOKS & PUBLICATION The Contract calls for outside promotional testing this will require the purchasing of new books and study materials for promotional examinations as well as the tests 5,000 Books and materials for the Fire Marshals programs 500.00	5500.00
00108030 540202	SAFETY EQUIPMENT Repair to firefighting protective equipment (coats, pants, helmets etc). 2500.00 repairs to SCBA equipment 3500.00 replacement of minor safety equipment 600.00 Air Pak Bottles will be out of compliance and need replacing. 20 @ 800.00	22,600.00

00108030 540203	BADGES & EMBLEMS Badges, collar pins and all insignias of rank 1,000.	1000.00
00108030 540205	PERSONAL EQUIPMENT - TOWN ISSUE Replacement of firefighting gear as per Union Contract 15,000.00	15,000.00
00108030 540309	FIRE SUPPRESSION CHEMICALS Firefighting foams, wetting agents and other extinguishing agents 2,000.00	2000.00
00108030 540312	RESCUE SUPPLIES Medicines 7,500.00 Supplies 22,000.00 Oxygen 3,000.00 Miscellaneous Expenses 2,500.00 Replace older Life Pak 12 monitors with refurbished, upgraded monitors 40,000.00	75,000.00
00108030 540401	GASOLINE & DIESEL FUEL 21,500 Gallons diesel at 3.00 per gallon 4,235 Gallons gas at 3.66 per gallon	80,000.00
00108030 540402	LUBRICANTS Oil, grease and fluids for department vehicles 2950.00.	2950.00
00108030 540403	TIRES Replacement tires for department vehicles 10 tires for Fire Engines 5800.00, 6 tires for Rescues 2000.00, Tires for cars and other tire repairs 1,400.00. Tires for boat trailers 800.00	10,00.00
00108030 540404	BATTERIES All batteries including. Vehicle, portable radios, lifepacks SCBA, confined space equipment and thermal imaging camera 6 batteries for Engines 900.00 8 batteries for Rescues 800.00 portable radio batteries 500.00 miscellaneous batteries 300.00	2500.00
00108030 540406	REPAIR PARTS Parts to repair department tools, and minor equipment 550.00	550.00
00108030 540501	BUILDING REPAIR MATERIALS Minor costs for building maintenance for all Fire Department buildings 6000.00	6000.00
00108030 540509	JANITORIAL SUPPLIES Janitorial supplies for all stations and maintenance 5266.00	5266.00
00108030 540701	HAND TOOLS Purchases of tools and equipment for department apparatus, fire nozzles, fittings, hand lights, other fire or rescue tools 2,000.00	2000.00
	TOTAL FIRE	8,794,907.00
	TOWN MANAGER'S REDUCTIONS	
	FINAL PROPOSED BUDGET	

7
9,000?

873,9207
1

CUMBERLAND BUDGET	BUDGETED	ADJUSTED (Removed what is a NP Town Exp)	PER MAN	NORTH PROVIDENCE BUDGET	BUDGETED	BUDGETED TO ADJ to 82 men	PER MAN	NOTES
Removed 12 Rescue Men and 1 EMS Dir and 5 Dispatchers								
CONTRACT PAYROLL	52		52		100	82	82	
1 FB Clothing Allowance	\$ 54,900	\$ 54,900	\$ 1,056		\$ 113,100	\$ 92,742	\$ 1,131	
2 FB Education Incentive	\$ 7,500	\$ 7,500	\$ 144		\$ -	\$ -	\$ -	
3 FB Education Tuition Cost	\$ 18,000	\$ 18,000	\$ 346		\$ 30,000	\$ 24,600	\$ 300	
4 FB EMT Incentive	\$ 80,400	\$ 80,000	\$ 1,538		\$ -	\$ -	\$ -	
5 FB Holiday Pay	\$ 164,775	\$ 164,775	\$ 3,169		\$ 367,400	\$ 301,268	\$ 3,674	
6 FB Life Insurance	\$ 10,350	\$ 10,350	\$ 199		\$ -	\$ -	\$ -	
7 FB Longevity Pay	\$ 108,536	\$ 108,536	\$ 2,087	Longevity and Accumulated Tim	\$ 560,105	\$ 459,286	\$ 5,601	
8 Healthcare B/C	\$ 783,662	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
9 Healthcare office co-pays	\$ 130,000	\$ 130,000	\$ 2,500		\$ -	\$ -	\$ -	NP Town Expense
10 COLA for VFFD	\$ 14,000	\$ 14,000	\$ 269		\$ -	\$ -	\$ -	NP Town Expense
11 Healthcare employee share	\$ (66,300)	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
12 Healthcare Dental	\$ 67,099	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
13 Healthcare Reimbursements	\$ 160,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
14 Healthcare Vision	\$ 5,150	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
15 OT	\$ -	\$ -	\$ -		\$ 1,300,000	\$ 1,066,000	\$ 13,000	
16 OT Personal Day	\$ 65,184	\$ 65,184	\$ 1,254		\$ -	\$ -	\$ -	
17 OT Sick calls Coverage	\$ 79,083	\$ 79,083	\$ 1,521		\$ -	\$ -	\$ -	
18 OT Vacation Coverage	\$ 373,848	\$ 373,848	\$ 7,189		\$ -	\$ -	\$ -	
19 Payroll Full Time Pension	\$ 738,516	\$ 738,516	\$ 14,202		\$ 1,420,000	\$ 1,164,400	\$ 14,200	
20 Payroll Full Time Salary	\$ 2,871,927	\$ 2,871,927	\$ 55,229		\$ 4,801,430	\$ 3,937,173	\$ 48,014	
20a	\$ -	\$ -	\$ -	Cost of Living & Supplement	\$ 774,934	\$ 635,446	\$ 7,749	
20b	\$ -	\$ -	\$ -	Rescue and Dispatch Differen	\$ 25,300	\$ 20,746	\$ 253	
21 Payroll Taxes	\$ 308,375	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
22	SUBTOTAL	\$ 5,975,005	\$ 4,716,619	\$ 90,704	\$ 9,392,269	\$ 7,701,661	\$ 93,923	
23								
VOLUNTEER PROGRAM								
25 Part Timer Program	\$ 20,592	\$ -	\$ -	NFPA 1582 Eval Stipend	\$ -	\$ -	\$ -	NONE
26 Uniforms/Clothing Call Dept	\$ 500	\$ -	\$ -		\$ -	\$ -	\$ -	NONE
27 Volunteers - Call Force	\$ 47,000	\$ -	\$ -		\$ -	\$ -	\$ -	NONE
28	SUBTOTAL	\$ 68,092	\$ -		\$ -	\$ -	\$ -	
29								
EQUIPMENT UPGRADE & REPAIR								
31 Rescue Supplies	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
32 Janitorial Supplies	\$ -	\$ -	\$ -	Hazmat Supplies	\$ 1,800	\$ 1,476	\$ 18	
33 Communications Upgrade	\$ 1,000	\$ -	\$ -		\$ -	\$ -	\$ -	
34 Equipment Supplies & Repairs	\$ 7,500	\$ 7,500	\$ 144		\$ 4,000	\$ 3,280	\$ 40	
35 Personal Equipment	\$ -	\$ -	\$ -	Personal Equip	\$ 38,120	\$ 31,258	\$ 381	
36 Equipment Testing and Cert	\$ 2,800	\$ -	\$ -	New Equipment	\$ 61,500	\$ -	\$ -	
37 Fire Alarm	\$ 1,500	\$ -	\$ -		\$ -	\$ -	\$ -	
38 First Aid Equip. Supplies & Expendable	\$ 10,000	\$ 10,000	\$ 192		\$ 23,000	\$ 18,860	\$ 230	
39 Furnishings	\$ 2,000	\$ -	\$ -		\$ -	\$ -	\$ -	
40 Radio Equip. Upgrade & Repairs & Ma	\$ 5,000	\$ -	\$ -		\$ -	\$ -	\$ -	
41 Shared Communications	\$ 2,000	\$ -	\$ -		\$ -	\$ -	\$ -	
42 Truck Tires	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
43 Upgrading & Purchase of Equipment	\$ 30,000	\$ -	\$ -	Gas-o-line	\$ 18,000	\$ 14,760	\$ 180	
44 Vehicle Gas, Oil & Lubricants	\$ 65,000	\$ 65,000	\$ 1,250	Diesel	\$ 65,000	\$ 53,300	\$ 650	
45 Vehicle Maint. & Repairs	\$ 77,000	\$ -	\$ -		\$ -	\$ -	\$ -	
46	SUBTOTAL	\$ 203,800	\$ 82,500	\$ 1,587	\$ 211,420	\$ 122,934	\$ 1,499	
47								
DRILLS AND TRAINING								
49 Books and Publications	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
50 Drills and Training	\$ 17,750	\$ 17,750	\$ 341		\$ 25,000	\$ 20,500	\$ 250	
51 FP ands EMS Training	\$ 3,000	\$ 3,000	\$ 58		\$ -	\$ -	\$ -	
52 Medical Examinations	\$ 3,000	\$ 3,000	\$ 58		\$ 4,800	\$ 3,936	\$ 48	
53	SUBTOTAL	\$ 23,750	\$ 23,750	\$ 457	\$ 29,800	\$ 24,436	\$ 298	
54								
ADMINISTRATIVE PAYROLL								
56 Administrative Staff	\$ 128,900	\$ 50,000	\$ 962		\$ 66,819	\$ 54,792	\$ 668	
57 Clerk	\$ 3,200	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
58 Committee Members	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
59 Finance Management Fee	\$ 78,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
60 Legal	\$ 12,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
61 Moderator	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
62 Part Time clerks for tax seasons	\$ 10,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
63 Social security Admin Payroll	\$ 16,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
64 Tax Collector Fees	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
65 Tax Expenses Treasurer \$ Collector	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
66 Treasurer Fee	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
67	SUBTOTAL	\$ 248,100	\$ 50,000	\$ 962	\$ 66,819	\$ 54,792	\$ 668	

	CUMBERLAND BUDGET	BUDGETED	ADJUSTED (Removed what is a NP Town Exp)	PER MAN	NORTH PROVIDENCE BUDGET	BUDGETED	BUDGETED TO ADJ to 82 men	PER MAN	NOTES
68									
69	UTILITIES								
70	Cox	\$ 600	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
71	Electricity	\$ 35,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
72	Gas	\$ 22,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
73	Hydrant Fees Cumberland & Pawt	\$ 219,364	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
74	Sewer Assessment	\$ 2,800	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
75	Telephone	\$ 20,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
76	Utilities	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
77	Water	\$ 20,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
78	SUBTOTAL	\$ 319,764	\$ -	\$ -		\$ -	\$ -	\$ -	
79									
80	STATION								
81	Air Supply	\$ 950	\$ 950	\$ 18		\$ 4,500	\$ 3,690	\$ 45	
82	Building Supplies, Repairs & Improver	\$ 42,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
83	SUBTOTAL	\$ 42,950	\$ 950			\$ 4,500	\$ 3,690	\$ 45	
84									
85	RESTRICTED FUNDS								
86	Expenses - Contingency	\$ 10,000	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
88	Capital Improvements - Stat Improve	\$ 42,700	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
89	Sick Time Pay out	\$ 5,000	\$ 5,000.00	\$ 96		\$ 400,000	\$ 328,000	\$ 4,000	NP Town Expense
90	Motor Vehicles	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NP Town Expense
91	Truck Lease Interest	\$ 8,400	\$ 8,400	\$ 162		\$ -	\$ -	\$ -	NONE
92	Truck Lease Principle	\$ 54,000	\$ 54,000	\$ 1,038		\$ -	\$ -	\$ -	NP Town Expense
93	SUBTOTAL	\$ 120,100	\$ 67,400			\$ 400,000	\$ 328,000	\$ 4,000	
94									
95									
96	ADMINISTRATIVE EXPENSE								
97	Solid Waste	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
98	Advertising, legal and employment	\$ 750	\$ 750	\$ 14		\$ -	\$ -	\$ -	NK Town expense
99	Affiliated Fire Associations	\$ 450	\$ 450	\$ 9		\$ 1,000	\$ 820	\$ 10	
100	Bank Fee	\$ 1,250	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
101	Chief's Administrative Expenses	\$ 2,000	\$ 2,000	\$ 38		\$ -	\$ -	\$ -	
102	Computer Development Program	\$ 3,500	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
103	Computerized Tax Bills	\$ 6,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
105	Employee Support (Health/Welfare E)	\$ 2,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
106	Grants - Matching Funds	\$ 5,000	\$ 5,000	\$ 96		\$ -	\$ -	\$ -	NK Town expense
107	Insurance	\$ 310,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
108	Office Equipment	\$ 3,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
109	Office Supplies and Expenses	\$ 3,000	\$ 3,000	\$ 58		\$ 4,550	\$ 3,731	\$ 46	
110	Treasurer Expenses	\$ 3,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
111	Tax Collector Expenses	\$ 3,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
112	Payroll Service	\$ 8,000	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
113	Office Postage	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
114	Printing and Postage	\$ 7,000	\$ 1,600	\$ 31		\$ 1,600	\$ 1,312	\$ 16	
115	Professional Development	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	NK Town expense
117	Professional Fees	\$ 3,500	\$ 3,500	\$ 67	Service Contract	\$ 30,500	\$ 25,010	\$ 305	
118	SUBTOTAL	\$ 361,450	\$ 16,300	\$ 313		\$ 37,650	\$ 30,873	\$ 377	
119						\$ (100,000)	\$ (100,000)		
120	TOTAL	\$ 7,363,011	\$ 4,957,519	\$ 95,337		(4,253) \$ 10,042,458	\$ 8,166,386	\$ 99,590	

TOWN OF NORTH PROVIDENCE
BUDGET SUMMARY
FISCAL YEAR 2014 - 2015

APPROPRIATION	FY 2013 - 2014 BUDGETED	FY 2014 - 2015 BUDGETED	INCREASE OR (DECREASE)
ADMINISTRATION			
ADMINISTRATION	\$ 213,864	\$ 215,284	\$ 1,420
TOWN COUNCIL	\$ 132,296	\$ 257,296	\$ 125,000
LEGAL DEPARTMENT	\$ 341,834	\$ 341,834	\$ 0
TOWN CLERK	\$ 213,251	\$ 217,116	\$ 3,865
HUMAN RESOURCES	\$ 35,918	\$ 45,881	\$ 9,963
PUBLIC BUILDINGS	\$ 915,928	\$ 941,601	\$ 25,673
PLANNING / ECONOMIC DEVELOPMENT	\$ 208,719	\$ 204,955	\$ (3,764)
BOARD OF CANVASSERS	\$ 83,461	\$ 155,373	\$ 71,912
ZONING BOARD OF REVIEW	\$ 13,750	\$ 37,750	\$ 24,000
OTHER (DEPARTMENTS)	\$ 85,000	\$ 88,000	\$ 3,000
TOTAL ADMINISTRATION	\$ 2,244,021	\$ 2,505,090	\$ 261,069
DEPARTMENT OF FINANCE			
AUDITING FINANCIAL RECORDS	\$ 32,200	\$ 35,000	\$ 2,800
PURCHASING	\$ 62,016	\$ 66,755	\$ 4,739
TAX ASSESSOR	\$ 277,448	\$ 216,519	\$ (60,929)
TAX COLLECTOR	\$ 303,921	\$ 369,009	\$ 65,088
FINANCE DIRECTOR / TREASURER	\$ 324,327	\$ 321,942	\$ (2,385)
TOTAL DEPARTMENT OF FINANCE	\$ 999,912	\$ 1,009,225	\$ 9,313
PUBLIC SAFETY			
FIRE DEPARTMENT	\$ 8,449,285	\$ 8,570,946	\$ 121,661
COMMUNICATIONS / COMPUTER DIVISION	\$ 464,523	\$ 470,736	\$ 6,213
POLICE DEPARTMENT	\$ 6,008,780	\$ 6,050,327	\$ 41,547
DIVISION OF INSPECTIONS	\$ 280,633	\$ 244,880	\$ (35,753)
DIVISION OF AUTOMOTIVE REPAIR	\$ 509,234	\$ 517,208	\$ 7,974
EMERGENCY MANAGEMENT	\$ 6,903	\$ 6,803	\$ (100)
FIRE HYDRANTS	\$ 200,000	\$ 223,000	\$ 23,000
TOTAL PUBLIC SAFETY	\$ 15,919,358	\$ 16,083,900	\$ 164,542

TOWN OF NORTH PROVIDENCE
PUBLIC SAFETY
FISCAL YEAR 2015 - 2016

DEPARTMENT:

FIRE DEPARTMENT

DEPARTMENT HEAD:

CHIEF LEONARD ALBANESE JR.

*Pension
1,400,000*

	BUDGETED FY 2014-2015		PROPOSED FY 2015-2016		FINAL FY 2015-2016	
FIRE CHIEF	(1)	\$ 84,476	(1)	\$ 89,900	(1)	\$ 89,900
ASSISTANT FIRE CHIEF	(1)	\$ 76,000	(1)	\$ 79,040	(1)	\$ 79,040
CHIEF OF TRAINING & SAFETY	(0)	\$ 5,254	(1)	\$ 62,620	(1)	\$ 62,620
BATTALION CHIEF	(4)	\$ 250,261	(4)	\$ 252,559	(4)	\$ 252,559
CAPTAIN EMS DIRECTOR	(1)	\$ 62,825	(1)	\$ 63,660	(1)	\$ 63,660
CAPTAINS	(7)	\$ 401,066	(7)	\$ 405,402	(7)	\$ 405,402
FIRE MARSHALL	(1)	\$ 56,887	(1)	\$ 62,620	(1)	\$ 62,620
LIEUTENANTS	(21)	\$ 1,069,330	(21)	\$ 1,133,438	(21)	\$ 1,133,438
ASSISTANT FIRE MARSHALL	(1)	\$ 52,423	(1)	\$ 53,131	(1)	\$ 53,131
FIRE FIGHTERS I	(52)	\$ 2,536,537	(42)	\$ 2,086,485	(42)	\$ 2,086,485
FIRE FIGHTERS II	(0)	\$ 0	(0)	\$ 0	(0)	\$ 0
FIRE FIGHTERS III	(0)	\$ 0	(15)	\$ 575,195	(15)	\$ 575,195
DISPATCHERS	(5)	\$ 194,229	(5)	\$ 193,399	(5)	\$ 193,399

7

14

15

36

37

29

94

*100
- 1 EMS Dir
- 5 Dispatchers
- 12 Pension
83*

257009 - 6

5057449

*38346
48,678
48,678
33
Bruce Lemois*

TOWN OF NORTH PROVIDENCE
PUBLIC SAFETY
FISCAL YEAR 2015 - 2016

DEPARTMENT:

FIRE DEPARTMENT - Page 2

		BUDGETED FY 2014-2015		PROPOSED FY 2015-2016		FINAL FY 2015-2016
SECRETARY	(1) \$	32,806	(1) \$	32,806	(1) \$	32,806
CUSTOMER SERVICE CLERK	(1) \$	34,013	(1) \$	34,013	(1) \$	34,013
HOLIDAY	\$	345,434	\$	367,400	\$	367,400
LONGEVITY	\$	540,657	\$	560,105	\$	560,105
RESCUE DIFFERENTIAL	\$	14,000	\$	20,800	\$	20,800
DISPATCHER DIFFERENTIAL	\$	4,500	\$	4,500	\$	4,500
NFPA 1582 EVALUATION STIPEND	\$	4,750	\$	4,800	\$	4,800
COST OF LIVING & SUPPLEMENTALS	\$	657,384	\$	774,934	\$	774,934
ACCUMULATED TIME	\$	350,000	\$	400,000	\$	400,000
SUB - TOTAL PERSONNEL SERVICES:	\$	6,772,832	\$	7,256,807	\$	7,256,807

219958
186838

TOWN OF NORTH PROVIDENCE
PUBLIC SAFETY
FISCAL YEAR 2015 - 2016

DEPARTMENT:

FIRE DEPARTMENT - Page 3

	BUDGETED FY 2014-2015	PROPOSED FY 2015-2016	FINAL FY 2015-2016
CALLBACK / OVERTIME (SICK / VACATION / IOD)	\$ 1,238,000	\$ 1,300,000	\$ 1,300,000
OVERTIME - CIVILIAN / DISPATCH	\$ 35,000	\$ 40,000	\$ 40,000
TRANSFER FROM OTHER SOURCES	\$ 0	\$ (100,000)	\$ (100,000)
CLOTHING ALLOWANCE	\$ 113,100	\$ 113,100	\$ 113,100
OFFICE SUPPLIES	\$ 4,550	\$ 4,550	\$ 4,550
PRINTING & POSTAGE	\$ 1,600	\$ 1,600	\$ 1,600
SERVICE CONTRACTS	\$ 30,524	\$ 30,500	\$ 30,500
DUES & SUBSCRIPTIONS	\$ 1,000	\$ 1,000	\$ 1,000
DIESEL FUEL	\$ 65,000	\$ 65,000	\$ 65,000
AIR & OXYGEN	\$ 4,500	\$ 4,500	\$ 4,500
FIRST AID SUPPLIES	\$ 23,000	\$ 23,000	\$ 23,000
MEDICAL EXPENSES	\$ 4,800	\$ 4,800	\$ 4,800
SAFETY PROG. & EQUIPMENT	\$ 4,000	\$ 4,000	\$ 4,000