

AGREEMENT

Between the

CUMBERLAND FIRE DISTRICT

CUMBERLAND, RI



AND



CUMBERLAND PROFESSIONAL

FIREFIGHTERS LOCAL 2722

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2016 to June 30, 2019

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ARTICLE 1 – AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode Island, 1956 as amended, entitled, "Firefighters I Arbitration Act" to provide for the settlement of disputes concerning wages or rates of pay or other terms and conditions of employment of fire departments, this agreement is made and entered into the 8th day of June, 2016 A.D. by and between the Cumberland Fire District, (hereinafter called "The District") and Cumberland Professional Firefighters Local 2722 (hereinafter called "The Union") or its successor.

ARTICLE 2 – RECOGNITION

Section 1:

The Cumberland Fire District recognizes Cumberland Firefighters Local 2722 International Association of Firefighters, AFL-CIO, as the sole and exclusive representative and bargaining agent for all fulltime uniformed Firefighters of the Cumberland Fire District, excepting only the Chief of the Department, for the purpose of collective bargaining relative to wages, salaries, pension, hours and working conditions.

Section 2:

The District and Union agree that due the merger in November 2014, the position of Assistant Chief was created. Furthermore, it is agreed that the Assistant Chief is not part of the bargaining unit and upon the existing Assistant Chief's separation of service, this position will either be eliminated or negotiated with the Union and a member of the current bargaining unit will be promoted to the position of Assistant Chief.

Section 3:

The District further agrees not to discharge or discriminate in any way against employees for union membership or activities. It is agreed by the parties that all paid full time firefighters after the effective date of this contract and after a probation period shall be encouraged to become a member of the union and maintain their membership in the union and any new firefighters will be made aware of the clause in this contract and of Rhode Island General Law 21-9.1.5.

Section 4:

Probationary firefighters shall be at-will employees and are excluded from the grievance and arbitration provisions of this agreement. Neither a probationary firefighter nor the union on his/her behalf shall be permitted to file a grievance with respect to disciplinary matters, including the termination of his/her employment.

ARTICLE 3 – UNION SECURITY

Section 1:

The District agrees not to discharge or discriminate in any way against employees for union membership or lawful union activities. All members within the bargaining unit shall and



all full time employees hired into the bargaining unit shall, upon completion of their probationary period, become and remain members of Local 2722 in good standing as a condition of employment. The District shall deduct union dues and assessments in accordance with the standard payroll deduction forms as provided to the District by The Union. Any new employee, hired during the life of this agreement shall not be required to become a member of the union, but shall be required to pay to the union an amount of money equal to that paid by members of the union, which amount shall be limited to a sum equal to a members usual and regular dues, initiation fees and general uniform assessments.

Sections 2 :

The Unions shall indemnify, defend, save and hold harmless the District and any of its agents, employees or representatives performing required duties of the District against any and all claims, demands, suits, orders, judgements or other forms of liability, of any nature, brought or issued against the District as a result of the District's compliance with the dues or agency fee deduction provisions of the article, including without limitation, all cost, expenses and counsel fees which may be incurred or imposed upon the District.

In the event the District is served notice of any legal action the District shall notify the Local within forty-eight (48) hours.

ARTICLE 4 – LEGAL ASSISTANCE AND INDEMNIFICATION

The District shall provide, at its expense, all legal fees and cost for the defense of a member for actions arising out of their employment for the district. The district shall indemnify any member for any award against them for any settlement on behalf of the member, providing it is determined by a court of competent jurisdiction that the employee as acting within the scope of their authority, under cover of law and/or under the guidelines listed within the district's Standard Operating Guidelines (SOG) and or Standard Operating Procedures (SOP) and rules and regulations.

ARTICLE 5 – MANAGEMENT RIGHTS

Except as expressly limited by the terms of this agreement, and the duly established past practices between the parties, the district retains all rights and powers held by it previous to the certification of the local as bargaining agent, including, but not limited to, the right to fix and determine the districts operation budget and capital expenditures, to establish rules and regulations, to determine the physical location of the firehouse(s), to determine staffing levels and assignments of individual firefighters, to hire, evaluate, assign, transfer, promote, demote, suspend, discharge or discipline firefighters, to schedule work and in general to determine how, when, where and by whom the duties of firefighters, as determined by the district shall be performed.



ARTICLE 6 – SENIORITY

Section 1:

A member's seniority shall be determined by the length of his continuous service as a fulltime paid firefighter on the payroll of the district. In the event that more than one (1) firefighter would otherwise have the same seniority, the firefighter who scored highest on the district's entrance examination shall be deemed senior.

Section 2:

At the end of a twelve (12) month probationary period and upon his/her appointment as a firefighter, seniority shall be retroactive to the date of hire at which time he is eligible to join the union. Accurate and up to date seniority lists shall be posted in each station prior to June 1st of each year.

Section 3:

Any member who terminates his employment and is reemployed by the district shall be placed at the bottom of the seniority list.

ARTICLE 7 - TEMPORARY SERVICE OUT OF RANK

Section 1:

Members of the Cumberland Fire District, up to and including the rank of Deputy Chief, who are ordered to assume the responsibility of a higher rank, shall be compensated for this service including holiday pay if the member must work out of rank on a holiday.

Section 2:

Members with 5 years of full-time experience with the approval of the Chief or his/her designee may serve in an acting officer capacity when the regular shift officer is out. Acting officers shall be decided by seniority on the shift. If the senior member of the rank in question, declines acting officer, the next member in seniority will be offered the position. If all decline the least senior member shall be ordered to be acting officer if qualified.

Section 3:

Members hired after January 1, 2016, to be considered an acting officer the member must be NFPA 1021 (Fire Officer) and NFPA 1041 (Fire Instructor) certified or successfully take and pass the department's Lieutenant Examination with a test score of seventy (70) or higher.

ARTICLE 8 - PROMOTIONAL VACANCIES

Section 1:

When an officer's position is vacated, the District agrees to appoint an acting officer, with differential pay at the appropriate rate, within two (2) weeks of the vacancy. The appointment shall be made from the appropriate promotional list using the #1 ranked member on the list as specified in Article 9. If there is not a current promotional list in effect, the appointment will be

made from the most previous appropriate list using the most senior member that took that promotional exam. That member shall be assigned to the acting officer's position until a new promotional list is established.

Section 2:

Firefighters must be permanent firefighters for no less than five (5) years to be eligible for promotion to the rank of Lieutenant.

Section 3:

Only Lieutenants shall be eligible for the rank of Captain.

Section 4:

Lieutenants with more than 10 years of service (total service to department) and Captains shall be eligible for the rank of Deputy Chief.

ARTICLE 9 - PROMOTIONAL PROCEDURE

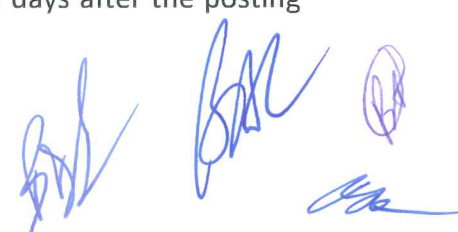
Section 1:

All promotions to the ranks of Lieutenant, Captain, and Deputy Chief shall come from the ranks of the full-time career members of the CFD. Should the District determine additional ranks or positions shall be created under the rank of Chief of Department, the promotional procedure and selection process for the same shall be by agreement between the Union and the District.

1. Examination notice will be posted at all stations of the CFD on the same day, along with a job description and a reference list for study.
2. One copy of source material on each reference list shall be provided in each station for the use of employees preparing to take such examinations. Study materials are not allowed to be removed from the station. Any changes to the study materials for an upcoming promotional exam (including edition changes) will be made and posted a minimum of one hundred twenty days (120) prior to the date of examination. For the purposes of this article, 'current edition' shall be the edition existing as examination material one hundred twenty (120) days prior to the exam date.
3. Examination materials for the Lieutenant's exam shall be: IFSTA Essentials of Firefighting (current edition) and IFSTA Company Officer (current edition).
4. Examination materials for the Captain's exam shall be the Lieutenant's examination material and ICMA 'Effective Supervisory Practices' (current edition).
5. The Deputy Chiefs' examination materials will be the Lieutenant's examination materials, the Captain's examination materials, and John Norman's 'The Fire Officer's Handbook of Tactics' (current edition).

Section 2:

Candidates must notify the Chief, in writing that they will take the exam within fifteen (15) days of posting. Examinations will be given no less than ninety (90) days after the posting



date. Candidates who fail to appear for the exam will not be allowed to retest or make up the exam.

1. Eligibility: As specified in Article 8

- a. Lieutenants with a minimum of ten (10) years full time continuous employment for the CFD at the time of the test and Captains shall be eligible for the Deputy Chiefs position.
- b. Lieutenants shall be eligible for Captains position.
- c. Full time firefighters with five (5) years full time continuous employment on the date of the test as a firefighter for the CFD shall be eligible for the Lieutenants position.
- d. The union and the district recognize that as a result of the merger of the four previously existing fire districts in the Town of Cumberland into the CFD, the eligibility requirements will include members whose continuous employment may include those former districts up until June 30th, 2025. Further, the union and the district agree that eligibility is limited to full-time career members of the department, and continuous employ of the district or former districts length of service shall be determined by full-time career employment only.

Section 3:

Exams will include a written test. The passing mark for the written test shall be a minimum of seventy (70) percent of the questions being correct. Only those passing the exam will be allowed to continue the examination process. Those who do pass will be notified by the Fire Chief.

Section 4:

A final score will be calculated by adding the following points to the candidates test score:

- a. Seniority points: Seniority points shall consist of one (1) point for each completed year of full time service with the CFD or one of the former Fire Districts that were merged into the CFD. (See section 1-d. of this article)
- b. Education points:
 - I. Associates' degree: 2 point
 - II. Bachelors' degree: 3 points
 - III. Master's degree: 4 points

For multiple degrees, points shall be given for highest degree only. For the purposes of this paragraph, the eligible credits or degrees shall be in Fire Science, Emergency Management, or Public Administration curriculum programs and shall be from an accredited institution and provable.

- c. NFPA certifications successfully completed with an accredited academy or agency and provable: .25 points each. The maximum number of points allowed under this paragraph shall be two (2) points.

Section 5:

A final eligibility list in order of finish, ranked by final score, shall be established and posted, within 14 days of completion of the process. In the case of a tie after all points have been



awarded, ranking will be by seniority. All rankings are final and there shall be no appeal process, except for computational error (see paragraph 10). Notifications of final test results will be sent to the union president.

All tests shall fall under the following guidelines:

- a. Be multiple choice.
- b. Be written and provided by a third party both the Union and District agree upon. An answer key will be provided for the correction of the examinations.
- c. Results will be announced to the Union and The District at the same time, date and location.
- d. All positions shall be filled from the appropriate promotional list within thirty (30) days after the vacancy occurs. All promotions shall be made from the top employee on the promotional list. Should that member refuse, the next listed member shall be offered the promotion. The member refusing shall not lose his or her position on the list for the duration of the list.

Section 6:

Personnel taking promotional examinations may review their test one (1) time with a two and one-half (2.5) hour maximum time limit. The review period shall last fourteen (14) days.

Section 7:

There shall be a promotional list for all ranks at all times. Promotional examinations shall be given when no appropriate promotional list is in effect. All promotional lists shall last for a two (2) year period. In the event a member is not promoted during the two-year period, and the promotional exam materials are unchanged, a member will have the option to have his or her promotional score carried over to the next promotional list. Placement in rank on the successive list will be by the member's original score with additional seniority points awarded. Members shall have the option of re-testing in successive promotional exams. Retesting shall vacate previous test score carry-over.

Section 8:

In order to provide for the security of testing materials prior to the examinations the following procedures shall be followed:

- a. Upon arrival of testing materials at the District's headquarters, the testing materials shall remain sealed in the original package.
- b. A representative from the Union (not taking an exam) and a representative of the District shall unseal the package and check the materials for accuracy. The number of exams and answer keys shall be noted. All materials shall be returned to the package, the package shall be resealed, and the representatives shall initial the seals.
- c. The examination materials package shall remain sealed until the day of the exams when it shall be opened at the testing site after the respective representatives ensure the integrity of the seals. The number of exams and answer keys contained in the package shall be verified.

- d. The District and the Union shall correct the candidates' examinations at the testing site at the completion of the examination. In the event the District desires to return the original examinations to the originator for administration (certification of examination scores), after correcting the exams at the testing site, the union and the district will together copy all answer sheets prior to sealing and shipping the package to the originator. The copies will be securely retained so as to maintain a record of the examination in the event the original answer sheets are lost in shipment.

Section 9:

Any member who is on Injury on Duty status or on sick leave or leave without pay must receive a doctor's note stating they are fully fit for duty before they can receive the higher pay scale of a promotion.

ARTICLE 10 – DUTIES

Section 1:

The principal duties of the members of the fire department shall consist of the prevention, control and extinguishing of fires, first aid and general public aid, together with the necessary administrative and fire related services functions as determine by the district and assigned by the Chief of the Department, including those presently conducted by the fire district. This will include items included in the standard operating procedures. Administrative duties do not include collection of tax money or checks.

ARTICLE 11 – RULES AND REGULATIONS

Section 1:

The rules and regulations promulgated and revised from time to time by the district shall be available in writing for examination by district personnel.

ARTICLE 12 – WORK SCHEDULE

Section 1:

The work schedule for the members shall be a platoon system consisting of four (4) platoons, 1 through 4. The work schedule shall consist of one (1) twenty-four (24) hour shift, 07:00 to 07:00, one (1) twenty-four (24) hour day off, one (1) twenty-four (24) hour shift, 07:00 to 07:00, followed by five (5) consecutive twenty-four (24) hour days off. The average work schedule shall consist of a forty-two (42) hour workweek.



Section 2:

Deputy Chiefs shall be scheduled on duty for days consisting of four (4) ten (10) hour day shifts with said shifts scheduled Monday through Friday from 07:00 to 17:00 hours for a forty (40) hour workweek. A member assigned to this schedule shall have the option of which day during the week he/she will not work, including holidays listed in Article 33. The Deputy Chiefs shall notify the Chief of the Department of the following week's schedule seven (7) days in advance.

ARTICLE 13 – BID SYSTEM

Section 1:

RIGHT TO BID: All employees assigned to the four platoon system shall be allowed to select station and platoon assignments based on seniority. Employees may exercise their right to select station and platoon assignments whenever:

1. A vacancy occurs
2. Additional firefighter / EMT positions are added to the district
3. An existing position becomes vacated or available for whatever reason.

Section 2:

SENIORITY FOR BIDDING: Seniority for all bidding positions will be from the date of appointment to the current Cumberland Fire District or one of the former six (6) fire districts of Cumberland. (Ashton, Valley Falls, Berkeley, Cumberland, Cumberland Hill or North Cumberland) In all instances, in the event that more than one employee is appointed on the same date, the employee appearing the highest order on the eligibility list shall be senior.

Section 3:

INITIAL BID: On or about September 15, 2015, the executive board of local 2722 shall convene an initial bid. All members within each rank under Deputy Chief will participate in the bid. The bidding order will be by rank and seniority. All positions will be considered vacated at the opening of the initial bid process. Captains shall bid first (each company/house shall have a Captain. Each platoon shall have a Captain. The first Captain will choose from one of the four (4) station/houses and one of the four (4) platoons. Each successive Captain shall then have a choice of the remaining station/house and platoon combinations that do not have a Captain assigned until each station/house and each platoon has a Captain assigned.) Lieutenants shall bid next (each remaining platoon on each company not filled with a Captain will be filled by a Lieutenant as company officer until all remaining platoon company officer positions are filled) and firefighters shall bid next (two (2) firefighters on each company on each platoon)

Section 4:

PROBATIONARY EMPLOYEES EXEMPT: Probationary employees shall be exempt from the bid process and may be temporarily assigned to a shift, platoon, or position until the employee has completed probation. The Chief of the department shall have the authority to transfer probationary firefighters, as he deems necessary for training and evaluation. If a probationary employee is assigned to a platoon, shift, or position, that does not preclude a more senior member from bidding to that position, thus forcing the probationary member out of said

position. Once the employee has completed probation, the chief shall notify the union of such, and the union shall convene a bid session to fill any new or vacant positions.

Section 5:

RIGHT TO BID WHILE ON LEAVE: Any member, who is out of work due to an injury or illness, or any form of leave, may bid for any open position if so qualified. The said member shall not forfeit or lose any seniority benefits on a "job-related" injury or illness status. A member, on leave out-of-Town, in extreme instances where attendance is impossible, may elect to bid via electronic means and all reasonable accommodations will be made to facilitate the member's bid opportunity.

Section 6:

ANNUAL LIMITED BID: In addition to the vacancy bid, on even years an annual limited bid shall be held during the first week of December of each year for voluntary bidding. In the month of November on every odd year, (example 2017) the local will take a vote to determine whether a day one bid or limited bid will be held on the first week of December. These transfers will be completed by January 15th. Within five (5) days of the annual bid, Local 2722 shall notify the Chief of the outcome of said bid. When movement or transfer is voluntary and not a "forced transfer" as a result of a promotion, staffing increase, or new assignment, the district will not be required to pay overtime. In the event a member is forced to transfer, the district will provide for a minimum of 4 days off for said members affected. The local agrees that for the first year of the contract the "Annual Limited Bid" will be skipped and resume in December 2016.

It is required that any member wanting to transfer in a limited bid year must notify the Chief of the Department in writing by November 1st of that year.

ARTICLE 14 – SUBSTITUTIONS

Members shall be permitted to arrange for a substitute to take their place for part of or all of any shift of their regular workweek (see Article 12), excluding overtime shifts. Members who make the substitution are responsible for this coverage. Both members who are involved in the substitution are required to endorse and submit a shift substitution form.

ARTICLE 15 - SPECIAL DETAILS

Section 1:

Definition: a "Special Detail" is any event that requires the presence or duties of members of the Cumberland Fire District where the funding for Cumberland Fire District manpower originates outside of the Cumberland Fire District budget.

Section 2:

The assignment to a "Special Detail" shall be through use of the posted "Special Detail List".

Section 3:

The rate of pay for "Special Details" shall be equal to the hourly rate for "non-civic" details in use by the Cumberland Police Department for the current contract year. A current hourly rate will be provided by the Union President contacting the Cumberland Police Department. Details requested after 6:00pm the night prior to the date needed will result in the use of the CPD "emergency rate" (Time and a half detail rate)

Section 4:

Any firefighter injured while on a special detail shall be entitled to the same rights, privileges and benefits as if that firefighter were injured performing his/her duties for the Cumberland Fire District, and shall be subject to all rules and regulations of the Cumberland Fire District.

ARTICLE 16 - COURT TIME

All employees covered by this Agreement, who are required to make a court appearance or court attendance in relation to the District affairs and which court appearance or attendance is required as duty of the employee as a member of the Cumberland Fire District, shall be entitled to receive their normal compensation if said appearance is on the employee's regularly scheduled shift, and to receive additional compensation at the rate of time and one-half (1 ½) for all the time spent on such court appearance, if not on said employee's regularly scheduled shift, with a minimum of four (4) hours for said appearance in the latter instance. All court attendance and witness fees shall be paid into the general fund of The District.

ARTICLE 17 - TRAINING SCHOOLS AND SEMINARS

Any department personnel who are required by the Chief of the Department to attend a Training School or Seminar on his off duty time shall be compensated at the rate of time and one-half (1 ½) for a minimum of four (4) hours. Notice of training schools and seminars received by The District shall be posted within twenty-four (24) hours after receipt.

ARTICLE 18 - PROTECTIVE GEAR

Section 1:

Each new firefighter shall be provided one new set of the following gear approved by NFPA:

1. Personal protective clothing in compliance with NFPA standards for structural firefighting and manufacturer's instructions
2. SCBA Air Pack Mask with prescription eyeglass kit if required.
3. Leather firefighting Boots in compliance with applicable NFPA standards for structural firefighting and manufacturer's instructions
4. Fire Helmet

5. Face Shield and Goggles
6. Firefighting and extrication gloves
7. Portable handheld radio and battery
8. Personal Flashlight and battery (charger to be supplied at each station)

Section 2:

Department personnel who leave the employ of the District must turn in their gear upon separation. The District shall reissue as soon as practicable similar protective gear to replace that which is worn, destroyed, or mutilated as a result of normal wear and tear or as a result of destruction in the line of duty, and upon the surrender by the employee of such protective gear.

Section 3:

Effective July 1, 2017 once the current set of radios (in use and spares) are reduced to an amount less than the full complement of members the District may elect to assign radios to riding positions rather than replace.

ARTICLE 19 - UNIFORM ALLOWANCE

The clothing allowance for all members of the fire department covered by this contract shall be as follows (annually): \$900.00 paid on the first pay period of August each year. This payment shall be paid annually. Payments shall be in a check separate from the regular payroll check.

In the event a member is out I.O.D. or out on sick leave for 180 days or more in a contract year, the following year shall see the uniform allowance reduced by the percentage of time out.

ARTICLE 20 - PERSONNEL FILES

Members shall have reasonable access to their own personnel files.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1:

Alleged grievances of member(s) of Local 2722 of the Cumberland Fire Department regarding wages, rates of payment, working conditions or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedure:

Section 2:

The Cumberland Fire Department local 2722 and the individual member or the Union President (or designee) on behalf of a group of members of the Cumberland Fire Department local 2722 shall present a grievance in writing within twenty (20) days of either party having

knowledge of the incident to the Chief of Fire Department, or his duly appointed representative in the event the Chief of Fire Department is absent from his normal duties. Within twenty (20) days after the receipt of said grievance, the Chief of Fire Department or his duly appointed representative shall discuss the grievance with the aggrieved members of the local and a local 2722 representative. After said meeting the Chief of the Fire Department may issue a written answer to the grievance. If no decision is received from the Chief of Fire Department or his duly appointed representative within the time specified during said meeting, and the time has not been extended by mutual agreement of the Chief, the grievant or the Union, the grievance will be deemed to have denied.

Section 3:

If a resolution is not agreed to in the above sections, the Local 2722 may submit a request to meet with the Chairman of the CFD Fire Committee within seven (7) working days from the end of the Section 2-time line. Once the Local and the Chairman of the CFD Fire Committee have met; the Chairman may render a decision within five (5) business days. Absent a decision the grievance will be deemed to have been denied.

Section 4:

If the grievance cannot be resolved, either the Cumberland Fire Fighters Local 2722 or the Cumberland Fire Department may request assignment of an arbitrator by the American Arbitration Association to serve as chair of a three-member arbitration panel with one member selected by the Cumberland Fire Department and one member selected by Local 2722. The rules of the American Arbitration Association shall be followed by the panel in rendering its decision.

Section 5:

The decision handed down by a majority of the panel shall be binding upon the parties hereto.

ARTICLE 22 – ARBITRATION

Section 1:

If agreement cannot be reached via the procedure set forth in the Article 21 on any grievance, the grievance may be referred to arbitration. Either party will give written notice. The parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence of such agreement within seven (7) calendar days after receipt of such notice, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with its Voluntary Labor Arbitration Rules. The fees and expenses of the impartial arbitrator shall be born equally by both parties.

ARTICLE 23 –SAFETY

Section 1:

It is in the interests of both parties to this agreement that the equipment used and practices followed in the discharge of duties of the Firefighters conform to the N.F.P.A. 1500 or other applicable standard of safety

The Chief or his designee shall create a NFPA 1500 - compliant Health and Safety committee (H & S comm.) The H & S committee will serve as an advisory group to the Chief of the department.

The Chief of the department shall be advised of any unsafe equipment or practices promptly. Unsafe equipment or practices reported and not corrected shall be grieved in accordance with the provisions of ARTICLE 21 contained herein.

ARTICLE 24 - MINIMUM MANPOWER

Section 1:

There shall be a minimum of twelve (12) firefighters scheduled, on duty, and able to respond. The district reserves the right, with Chief of Department approval, to leave the first sick call empty for the day shift as it will be covered by a Deputy Chief.

Section 2:

There will be a minimum of three (3) firefighters per apparatus on duty at all times. This does not prevent the Company Officer from detailing one (1) member to another piece of apparatus for a special call (example: brush fire with brush truck) special detail or other department related/sanctioned activity.

Section 3:

At no time will there be more than one (1) probationary firefighter assigned to an individual apparatus at one time.

Section 4:

In addition, there shall be three (3) Deputy Chiefs on duty for the day shift and designated as the 5th Platoon, to perform Administrative, Operations, and/or Fire Marshal duties as assigned by the Chief of the Department.

Section 5:

There shall be one captain and three lieutenants (company officers), and eight firefighters assigned to each platoon. There shall be four companies (engine or ladder) manned at all times. There shall be a minimum of one company officer or acting officer and two firefighters on duty for each of the four companies (engines or ladders) at all times. The following is the table of organization per platoon. (Physical locations of the companies is at the discretion of the district



and companies are noted and locations may be changed without altering the intent of this section.

1. One company officer (captain or lieutenant) and two firefighters on Truck 1
2. One company officer (captain or lieutenant) and two firefighters on Engine 1
3. One company officer (captain or lieutenant) and two firefighters on Engine 4
4. One company officer (captain or lieutenant) and two firefighters on Engine 5

ARTICLE 25 - LIFE INSURANCE

The Union shall be responsible for providing life insurance for all active members. The District will pay to the Local one hundred fifty (\$150.00) Dollars per member payable on August 1st of each year after invoicing in lieu of providing life insurance.

ARTICLE 26 - TUITION REIMBURSEMENT

Section 1:

The District agrees to budget \$18,000.00 per year for use to reimburse members of this agreement attending for books and tuition at an Accredited University or College. Members must be enrolled in a one of the following degree programs:

1. Fire Science
2. Emergency Management
3. Public Administration
4. Other degree approved by the district.

Section 2:

The District will allocate \$9000 of the budgeted amount for the Summer Session and Fall Semester and the remaining \$9000 for the Spring Semester. In the event the full amount is not used in the Fall Semester it will be carried to the Spring Semester.

The total amount will be pro-rated for each member that is requesting reimbursement in order to equally disburse the monies to all eligible members.

Section 3:

Members shall show proof of a passing grade and proof of payment in order to be reimbursed for expenses.

Section 4:

Incentive Pay for members holding a Bachelor's or Associate's degree will be paid in a separate check in the 1st pay period of August.

Section 5:

Members who possess a Bachelor's Degree in Fire Science shall receive an annual incentive payment of \$1,000.00. Upon meeting the graduation requirements of a Bachelor's degree the member agrees to continue employment with the fire district for three (3) years. Failure to do so will result in the member reimbursing the district for all costs borne by the district associated in obtaining the Bachelor's Degree. All members hired after 07/01/2016 will receive \$500.00 for holding an approved Bachelor's Degree.

Section 6:

Members, hired prior to 07/01/2016 who possess an Associate's Degree in Fire Science shall receive an annual incentive payment of \$500.00.

Section 7:

Members separating employment with the district that have at least twenty (20) years of service, will not be required to reimburse the district.

Section 8:

Upon reimbursement by the district, the member will also receive a statement summarizing costs borne by the district to date for the individual.

ARTICLE 27 – PAYROLL

The pay period shall be Sunday through Saturday. The Cumberland Fire District agrees that the weekly paychecks shall be available on the following Thursday at 12:00PM.

ARTICLE 28 – OFF DUTY RESPONSES

Section 1:

Any bargaining unit members who, when requested by the district, responds "off-duty" in any capacity to any emergency call of the District shall be deemed "on-duty" for the purposes of rights and benefits under this Agreement. Request notification by the district shall include:

1. Tone-out by radio and pager system (as described by agreement with the local)
2. Verbal request (face to face)
3. Phone or electronic means
4. Other means

Section 2:

Any member held over beyond his or her normal shift will be compensated at the rate of time and one-half (1 ½) his or her hourly rate for actual hours worked for all time beyond said shift period, with a fifteen (15) minute minimum. That member shall be considered on-duty until such time as he or she is relieved by on-coming personnel and has returned to and departed his or her duty station.

Section 3:

For Calls related to:

1. Drivers for the Rescue
2. Air Supply Requests
3. Dive team response
4. Foam task force response
5. Other specific needs as determined by the district

Individual stations manpower tones may be activated. In other instances, the all-station manpower tones may be activated. A schedule describing the number of members, by incident type and criteria, to be compensated in weekly pay shall be agreed to by the local and the district. Such compensation shall be at the member's current overtime rate and for a minimum of two (2) hours. The ranking officer on duty in the district shall have the ability to request additional notifications by radio system or other means should there have been no, or an insufficient response, to initial request. The ranking officer on duty in the district shall have the authority to initiate a call-back if he or she believes it necessary due to circumstances at the time. All members are eligible to return. The on-coming shift members will have precedence for compensation. Members requesting compensation shall remain on-duty until dismissed by the company officer. Such dismissal shall not be unreasonably extended following return of duty crew member(s) with apparatus in available for response condition. Any members that return beyond the number described in the schedule will be compensated in the same manner call firefighters are compensated. The district agrees to insure the distribution of overtime pay versus call firefighter compensation rates will be equitable to the best of its ability.

Section 4:

Should the ranking officer on duty, the IC of an incident, or a chief officer of the department, determine more personnel are required, or by automatic circumstance as provided for by department SOG or dispatch policy, to mitigate an incident or insure public safety in the district; a general recall shall be initiated. The dispatcher shall be requested to activate the radio system pager tone for all-station manpower request so as to get as many off duty members as possible called in. Members responding to the request for manpower shall report to a location as requested, or where required by a schedule agreed to by the local and the district. Compensation for members responding shall be at each member's hourly overtime rate, with a four-hour minimum. Members shall be on-duty until dismissed by the ranking officer; such dismissal shall not be unreasonably denied following mitigation of the incident or at special request of the member due to circumstances.

ARTICLE 29 - EMERGENCY CALLBACK

When an emergency call back is deemed necessary by the Chief or his/her designee, members contacted for such call back shall respond to duty without the right of refusal except in cases outlined in established departmental policy mutually agreed upon by the department and the union. Call back shall be compensated as outlined in Article 39 - Overtime. Members covered



by this agreement who are contacted to report for emergency call back shall respond to duty without the right of refusal except in the following cases;

1. The member is out sick or on family sick leave.
2. The member is on a previously scheduled vacation.
3. The member is out on an injury on duty.
4. The member is out of town with an estimated time of arrival of more than six (6) hours.
5. The member has a family care issue preventing them from responding to duty.

Any member who refuses to report for emergency call back for any reason other than stated above shall be subject to disciplinary action. Emergency callback shall start with members from the next oncoming shift (least seniority to most seniority). If the oncoming shift does not provide sufficient staffing, the callback shall include all members of the department (starting with least seniority to most).

ARTICLE 30 - VACATION TIME

Section 1:

On July 1 of each year, every firefighter who has at least one (1) year's seniority as of that date will be credited with the following vacation time:

Years 01 to 04	096 Hours
Years 05 to 09	144 Hours
Years 10 to 14	192 Hours
Years 15 to 19	240 Hours
Years 20 to 24	264 Hours
Years 25 and over	288 Hours

Section 2:

Anniversary dates will be used to determine number of vacation days allowed. Any member of the Collective Bargaining Agreement shall be allowed to bank forty-eight (48) hours of vacation leave per year up to a maximum of one hundred forty-four hours 144. This vacation may be taken in subsequent years, will not be unreasonably denied, and will be paid for upon retirement. All members on a daytime schedule shall fall under the above schedule.

Section 3:

Payment for unused vacation and personal time upon separation from employment shall be compensated at one hundred percent (100%) of the unused vacation. Payment shall be determined by the number of vacation hours accrued. This number shall then be multiplied by the member's hourly rate.

Section 4:

All requests for vacation must be made in writing and will have to be made Forty-Eight (48) hours prior to the start of the shift for which the vacation time is requested. All requests made under these guidelines shall be granted, except in the case of declared periods of

emergency or the District's having exhausted all other methods of providing coverage for said vacation requests.

Section 5:

In the event a member is out on sick leave for 180 days or more in a contract year, the following year shall see the vacation time allotment reduced by the percentage of time out. Example: A member is out for 180 days; the following year's vacation allotment will be reduced by one-half (1/2).

ARTICLE 31 –SICK LEAVE

Section 1:

On July 1 of each year, every firefighter who has at least one (1) year's seniority as of that date will be credited one hundred thirty-two (132) sick leave hours to use in the event of a bona fide injury or illness. For the purposes of hire's appointed after July 1, once their probation is completed the district agrees to pro-rate their sick time.

Section 2:

Payment for unused sick hours upon retirement shall be forty percent (40%) of all unused sick leave with a cap of six hundred (600) hours paid out.

Section 3:

Sick leave to be used in the event of a bona-fide illness or off duty injury. Sick leave may also be used for attendance upon members of the family whose bona-fide illness requires the care of such employee for a period not to exceed twenty-four (24) hours each occurrence. A certificate of illness signed by a physician shall be required when more than one (1) consecutive shift is taken for the attendance upon a member of the family. Members shall be charged for hours used.

Section 4:

Sick leave not used during the year may be accumulated from year to year to a maximum of one thousand four hundred forty (1440) hours.

Section 5:

The Board of Fire Commissioners or Fire Chief may require an examination and certificate of illness or injury, signed by a physician in excess of forty-eight (48) hours of consecutive sick leave.

Section 6:

Sick leave is to be used solely for the benefit of the member and may not be transferred or used for any reason by any other member covered by this agreement.

Section 7:

In excess of forty-eight consecutive hours of sick leave related to an off duty injury or illness, a certificate stating that the member has been released from care and may return to work



shall be signed by a physician and forwarded to the Chief or his designee before the member may return to work.

Section 8:

If a member is calling out sick for their tour of duty, the entire tour shall be taken with sick time and cannot be split between tours. The exception shall be a member using a four (4) hour block of sick time for a doctor's appointment.

Section 9:

Members calling out family sick are not required to use sick time for the entire twenty-four (24) hours of their shift. Members may elect to take family sick time for the Day or Night tour of their twenty-four (24) hour shift, however any time taken must be a minimum of four (4) hours. The exception shall be a member using a four (4) hour block of sick time for a doctor's appointment.

Section 10:

In the event a member is out on sick leave for 180 days or more in a contract year, the following year shall see the sick time allotment reduced by the percentage of time out. Example: A member is out for 180 days; the following year's sick time allotment will be reduced by one-half (1/2).

ARTICLE 32 - BEREAVEMENT LEAVE

When a death occurs in the immediate family of a firefighter, such employee shall be paid at his current rate for time necessarily lost from his normal schedule workweek in accordance with the following: In case of the death of a father, mother, stepfather, stepmother, wife, child, step-child, brother, sister of an employee, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed four (4) days for members on the administrative schedule and forty-eight (48) hours for members on the platoon schedule.

In case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild, aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, such employee shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day of burial not to exceed two (2) days for members on the administrative schedule and thirty-eight (38) hours for members on the platoon schedule.

Days may be held through agreement with the Chief, if the service is to be held at a later date. Sick time may be used for any additional bereavement time as needed.



ARTICLE 33 – PAID HOLIDAYS

Section 1:

These holidays shall be paid holidays for all members covered by this Agreement. Each member shall receive an additional one (1) day's pay for each holiday covered whether the member works on that particular holiday or not.

Section 2: Any firefighter who calls out sick on a holiday will not receive the holiday pay and will receive the sick pay only.

Section 3:

For purposes of Holiday pay computation a "day's pay" shall equal one-fourth (1/4) of the member's weekly base pay.

Section 4:

Members on an administrative schedule shall be granted the day off for all actual holidays or observed days covered under this agreement in addition to the provisions of this article.

Section 5:

The following Holidays shall be considered as paid holidays for purposes of this Article:

New Year's Day	Martin Luther King Day
President's Day	Easter Day
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

ARTICLE 34 - PERSONAL TIME

Section 1:

All members covered by this Agreement shall be entitled to twenty-four (24) hours for personal use to be noncumulative. The member shall give at least twelve hours' notice of their request.



ARTICLE 35 - WAGES

Section 1:

The following wages are to be paid weekly.

EFFECTIVE:	07/01/16	07/01/17	07/01/18
RANK	BASE / HOURLY	BASE / HOURLY	BASE / HOURLY
Deputy Chief	\$1,189.65 / \$29.74	\$1,207.50 / \$30.19	\$1,231.65 / \$30.79
Captain	\$1,146.59 / \$27.30	\$1,163.79 / \$27.71	\$1,187.07 / \$28.26
Lieutenant	\$1,108.10 / \$26.38	\$1,124.72 / \$26.78	\$1,147.21 / \$27.31
Firefighter	\$1,024.88 / \$24.40	\$1,040.25 / \$25.26	\$1,061.05 / \$25.26

Section 2:

The hourly rate for members on the platoon system shall be determined upon forty-two (42) hours per week.

Section 3:

The hourly rate for members normally scheduled to work an administrative schedule, shall be determined upon forty (40) hours per week.

ARTICLE 36 - PENSION PLAN

Section 1:

Effective July 1, 2015 the District shall provide to all employees a retirement benefits pursuant to the State Optional Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) including the COLA option, with the employee's contribution be in accordance with the RI general laws.

Section 2:

Specific to members of the former Valley Falls Fire District [VFFD]

All VFFD members retired on or after July 1, 2015 shall receive on the anniversary of their retirement a Cost of Living increase by the District. This will be a (3%) percent increase. The computation will be done by:

1. (Multiplying the highest base salary of one year) X (3%) cost of living increase each year.
2. The District will investigate the feasibility of entering into the State Optional Pension Plan for Policemen and Firemen (General Law 45-21.2-1 et seq.) Cost of Living allowance.
3. The cost of Living increase will continue until the death of the member.



ARTICLE 37 – PROFICIENCY COMPENSATION

Section 1:

As a recognition of experience and proficiency all fire fighters shall receive the following proficiency compensation.

EFFECTIVE:	07/01/16	07/01/17	07/01/18
Years 05 to 09	4.0%	4.5%	5.0%
Years 10 to 14	5.0%	5.5%	6.0%
Years 15 and up	6.0%	6.5%	7.0%

Section 2:

Proficiency compensation shall be a percentage of the fire fighter's base salary and used to calculate their hourly rate.

Section 3:

The fire fighter's date of appointment as a full time fire fighter will determine the level of this compensation.

ARTICLE 38 - EMT INCENTIVE PAYMENTS

In additions to their weekly salary, all personnel shall be paid the following for maintaining Emergency Medical Technician Certificate, EMT-B shall receive \$1,300 per year and EMT-C shall receive \$2,000 per year, which shall be paid to the members in their weekly paychecks.

It is understood that EMT-C, if so directed by the State of Rhode Island Department of Health, shall be recognized as EMT-Intermediate or EMT-I.

ARTICLE 39 –OVERTIME

Section 1:

Members of this agreement who are required to work beyond their regular shift hours shall be paid at the rate of time and one half.

Section 2:

All members called back to duty for an emergency shall be compensated for at least four (4) hours pay at the rate of time and one half.

Section 3:

In the event the officer in charge requires the manpower tones activated, members will be allowed to returned to duty at the rate of time and one half for a minimum of two (2) hours.



Section 4:

All members called back to cover a full shift that was vacant due to injuries, illness, vacation, personal leave, or whatever reason (except substitutions) shall receive at least four (4) hours pay at the rate of time and one-half (1.5) provided that such call back is not a carry-over from their normal duty shift or an early start time of a scheduled shift.

Section 5:

All overtime shall first be offered to the available full time Union members. Available full time Union members shall not include firefighters on vacation, out on sick time, personal time, or firefighters already scheduled to work the shift. Members participating in union duties as stipulated shall be bypassed for overtime while performing these duties. Management agrees to use a fair and equitable system to attempt to distribute overtime (rotating callback). There shall be two (2) (one Detail and one Regular) overtime list established which will designate the number of overtime hours worked. When overtime is needed, the member who is qualified to fill that shift with the least amount of overtime hours worked shall be asked first. If a member passes an overtime opportunity, the number of hours passed will be listed and will count towards the member's total overtime hours worked.

Section 6:

The hourly rate of pay for overtime shall be computed by adding the member's weekly base rate, annual EMT rate divided by 52, and annual longevity amount divided by 52. This sum shall then be divided by 42 for line members assigned to a 24-hour shift schedule, or 40 for administrative members assigned to a 40 hour per week schedule. The resultant shall be multiplied by 1.5 to determine the rate.

Section 7:

Members of the honor guard shall be allowed a "bypass" if attending a department event.

Section 8:

The District shall supply the Local with a summary report showing the hours worked by each employee for the preceding week. This report will be due to the Local on the same day as paychecks.

ARTICLE 40 - HEALTH INSURANCE

Section 1:

The District agrees to assume the full cost of family coverage Vantage Blue \$2000/\$4000 by Blue Cross/Blue Shield of Rhode Island. RX \$3/12/35/60/100.

Section 2:

All regular employees covered by this contract shall be entitled to receive health care coverage as defined above.

Section 3:

The District agrees to pay the full cost of said deductibles (up to \$4,000 family or \$2,000 individual) to a prepaid credit/debit card that shall be administered by a third party company or the Health Care Provider.

Section 4:

The Life Insurance (death benefit), Disability Insurance and Liability Insurance programs currently in effect and covering firefighters shall remain in effect for the duration of this Agreement. The District will provide firefighters with a written summary of insurance coverage within thirty (30) days of signing this agreement.

Section 5:

Effective of July 1, 2016 each member of the Local receiving health insurance coverage from the District will contribute a percentage towards the total cost of their healthcare, which shall be deducted from his/her weekly salary on a pre-tax basis. The percentages are and effective:

EFFECTIVE:	07/01/16	07/01/17	07/01/18
	11%	13%	16%

ARTICLE 41 - DENTAL INSURANCE

Section 1:

The District shall provide and pay for Delta Dental Plan Coverage Levels I, II, III and IV for each member of the department and his/her family if he/she is married. This section subject to the rules and regulations of Delta Dental, or an equivalent provider of dental insurance benefits as agreed to by a majority of the local covered under this contract and a majority of the Fire Committee.

ARTICLE 42 - HEALTH INSURANCE BENEFIT OPTION

The District agrees to a cash payment equal to thirty (30%) percent of the total cost of a single member plan for Health Care Insurance as described in Article 40 payable to those members who choose to waive coverage provided by the District in this Article.

This waiver is voluntary on behalf of the member and should the member choose to re-establish coverage through the District, the member must pay for any administrative costs or penalties and notify the District in a timely manner of such request. The buyout payment shall be issued in a lump sum to the member in the last week of June for the previous 12 months' period.



ARTICLE 43 - VISION CARE

The Union shall be responsible for providing a private vision plan for all members covered by this agreement in the active employ of the district. The District shall pay to the Local the sum of one hundred dollars (\$100.00), annually, per member, for the purpose of providing this plan. The District shall make the payment to the Local for the vision plan on September 1st

ARTICLE 44 - HEALTHCARE FOR FAMILY FROM L.O.D.D.

The District agrees to continue the health care plan benefits and dental plan benefits (individual or family) for the widow/widower and/or dependent child/children of the member who died in the line of duty. The District shall provide said benefits for the widow/widower until age 65 or up until he/she remarries or becomes eligible for a health care plan benefits from another employer. The child/children shall be covered in accordance with State and Federal Law or they become eligible for health care plan benefits through another employer. The District agrees to fully pay for the health care plan benefits and dental plan benefits with no cost to the member's family.

ARTICLE 45 - HEALTHCARE FOR BENEFITS FOR RETIREES WHO ARE PLACED ON AN OCCUPATIONAL DISABILITY

The District agrees to continue the health care plan benefits and dental plan benefits (individual or family) for members of the department who are awarded a job related disability pension by the Municipal Employees Retirement System of Rhode Island. The District shall provide said benefits for the retiree and his/her family until age 65, when the retiree becomes eligible for Medicaid. In the event the retiree dies while retired on an occupational disability and the death was related to the injury and/or illness of said disability, the district shall provide health care and dental benefits as provided for the previous section.

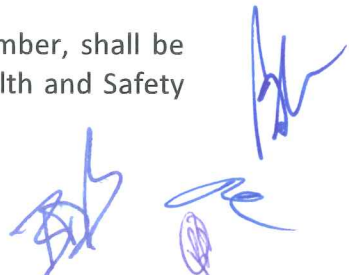
ARTICLE 46 – HOLIDAY BONUS

Any member of the department who is determined by the Chief to have performed a duty over and above the normal duties may be awarded, by the Chief, one additional day off.

ARTICLE 47 - TIME OFF WHILE PERFORMING UNION DUTIES

Section 1:

Union officers, stewards and/or delegates, not to exceed four (4) in number, shall be granted time off with pay during working hours for participating in, RISAFF Health and Safety



conference, District and Local labor contract negotiations, arbitration, and grievance hearings and proceedings related to a grievance (once filed), and State Association yearly conventions. Two (2) Union officer, steward or designee shall be granted such time off to attend monthly State Association meetings.

Section 2:

Union officers and/or stewards, not to exceed two (2) in number, plus the aggrieved, shall be granted time off with pay during working hours to investigate and seek settlement of a grievance.

Section 3:

Union officers and/or stewards, agree that before they leave their assigned duties to conduct any activities, pursuant to this section, they shall receive approval from the Chief of the Department or his designee. Such time shall not be unreasonably denied.

Section 4:

The Union agrees that it will submit to The District, on an annual basis or whenever any changes are made, the names of any employees selected to serve as Officers and/or Stewards.

Section 5:

No More than one hundred (175) cumulative hours in one calendar year will be used.

ARTICLE 48 - LINE-OF-DUTY-ILLNESS

In-line-of-duty illness shall be in conformity with the General Laws of Rhode Island, 1956, as amended, section 45-19-1.

Section 1:

Members of the Fire Department, covered by this agreement who are injured in the line of duty, shall receive full salary or wages and benefits while their incapacity exists or until they are placed on a disability retirement by the Municipal Employees Retirement System.

All other provisions of RIGL 45-19-1 shall also apply. The member shall continue to pay the co-pay as is required in the CBA in force while out on injury.

Section 2:

Whenever a member while in the employ of the District dies as a direct and proximate result of an on-the-job injury or illness, the District shall pay the deceased employee's next of kin (NOK) or other beneficiary a sum of money computed on the basis of his/her weekly earnings for accumulated sick leave and vacation leave which had accrued to such deceased employee at the time of his/her death.

Section 3:

When a member dies in-the-line-of-duty, the District will pay up to ten thousand dollars (\$10,000.00) for funeral expenses. Payment will be made by the district upon receipt of a funeral bill from the funeral home.

ARTICLE 49 –MUTUAL AID

It is the understanding between parties that in any case where the District has a mutual aid agreement with any other City, Town or District, and the permanent paid Fire Department of such City, Town or District is involved in a strike and/or informational picket line with said City, Town or District, members of Local 2722 shall not be ordered, directed or requested to man any station in such City, Town or District or to stand by with any fire apparatus owned by said City, Town or District. It is further understood by Local 2722, that its members may be required and shall report to provide mutual aid services in connection with any fire and/or any related emergency call in such City, Town or District even though a strike and/or informational picket line may exist between the paid Fire Department and such City, Town or District.

ARTICLE 50 - ASSIGNMENT TO OUTSIDE DEPARTMENTS OR AGENCIES

Section 1:

No member of the Cumberland Fire District shall be required to work in another city or town, against his own will, other than for specified training exercises and emergency incidents. In addition, the Union recognizes the department may provide short duration mutual aid assistance to neighboring fire departments during certain ceremonies and departmental activities requiring coverage assistance.

Section 2:

No disciplinary action or harassment of any kind shall be brought against any member who chooses to not work outside of the Cumberland Fire District.

Section 3:

The current practice of providing Mutual Aid during emergency incidents to outside districts shall not be affected.

Section 4:

No member shall be detailed or assigned to any other municipal department within the Town of Cumberland or any other jurisdiction with the exception of emergency situations as determined by the Chief or his designee.



ARTICLE 51 - BULLETIN BOARDS

Bulletin boards shall be allowed in the station for the posting of Union Notices. The District agrees to provide reasonable bulletin board space where notices of official Union matters submitted by the Union may be posted, and such matters may not be removed from the bulletin board by anyone other than the Union Representatives.

ARTICLE 52 - CERTIFICATIONS

Section 1:

All firefighters hired after July 1, 2015 are required to be and maintain their EMT-C & CPR certifications.

Section 2:

All current members prior to the signing of this agreement will remain certified at their current level. In the event a member is not an EMT prior to the signing of this agreement, they will be exempt from the article.

It is understood that EMT-C, if so directed by the State of Rhode Island Department of Health, shall be recognized as EMT-Intermediate or EMT-I.

ARTICLE 53 - COMPENSATION AT SEPARATION OF EMPLOYMENT

All members covered by this agreement, upon their retirement, resignation, death, or layoff, shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation, personal and sick time at the prescribed rate (as outlined in Article 31) when they are permanently separated from the service. In the event of a member's death, this payment shall be made to the member's spouse, beneficiary or estate.

ARTICLE 54- LAYOFF

Section 1:

In event that The District at any time during the term hereof lay off employees covered by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority, that is, the last employee hired in the bargaining unit (including probationary employees) shall be the first to be laid off and so on until the number required to be laid off has been met.

Section 2:

Employees shall be called back from layoff by seniority; the employee with the highest seniority shall be called back first.

ARTICLE 55 - MILITARY LEAVE

Members covered by this agreement who, by reason of membership in the United States Armed Forces and Reserves, or the Rhode Island National Guard, are required by the appropriate authorities to participate in training activities or in active duty, shall be granted military leave in accordance with applicable state and federal laws. The District shall pay the difference between the members' regular salary and the members' military pay for mandatory annual training and all active duty in the event that the military pay is less than the members' regular District salary.

ARTICLE 56 - NEW HIRE

All new hires shall be placed on a training schedule for a period of not less than four (4) weeks. The chief at his discretion after reviewing all records and input from the training officer may add additional training time as he sees fit. In certain circumstances the chief after reviewing all records and having input from the training officer may reduce the training period to less than four (4) weeks.

ARTICLE 57 - NON-DISCRIMINATION

Section 1:

The District and the Union agree not to discriminate in any way against employees covered by this contract on the basis of race, religion, creed, color, sex, age, and physical handicap, country of ancestral origin, sexual orientation, marital status, or political affiliation.

Section 2:

All references to employees in this contract designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 58 - LEAVE OF ABSENCE

The approval of the Fire Committee is required for all leaves of absence and extensions thereof. Requests will not be unreasonably denied unless the leave requested is to pursue a position in another Fire Department or Public Safety Agency.

ARTICLE 59 - PHYSICAL FITNESS

Section 1:

Members who wish to participate in on-duty physical fitness activity may do so in such a manner that it does not interfere with the normal operation of daily duties and emergency incidents.



Section 2:

Members shall be allowed to wear athletic clothing during these periods and also be allowed to utilize shower facilities upon completion of physical fitness periods. Members shall be prepared to quickly don protective clothing should an alarm be transmitted during PT periods or shower periods.

Section 3:

All members shall be required to obtain an annual physical examination from their primary care doctor. If the District requires such physical examination, the member shall obtain certification from their primary care doctor that they have obtained their yearly physical which shall be submitted to the chief and will be kept in the members personnel file. The cost of the annual physical shall be made via the member's health plan.

ARTICLE 60 - REPLACEMENT POLICY

Section 1:

Upon the effective date of this agreement, all shifts on a rotating schedule, vacant due to injury, illness, vacation, personal leave, bereavement leave, or whatever reason shall be filled by bargaining unit members or a probationary employee in accordance with the Overtime policy in effect.

Section 2:

In instances where all members have declined voluntary overtime, the least senior member on duty on the shift (town-wide) shall be held over. In instances where a shift officer is required and none of the eligible acting officers are available the least senior officer, acting or permanent, shall be held over.

ARTICLE 61 – SEVERABILITY

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then, and in such event, said clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence, or paragraph which such offending language may appear.

In the event of such contract clause invalidation, both the District and the Union agree to meet within ten (10) days of such determination and if possible to negotiate a valid clause reflecting the intent of the parties and reach such agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.

ARTICLE 62- UNIFORMS

Section 1:

Uniform golf shirts and sweatshirts bearing the approved insignia's (as posted Jan 2015) shall be allowed to be worn by members anytime during the year. Detail uniforms shall be the departmental work uniform. T-shirts shall be allowed as station wear between the hours 17:00 and 07:00 anytime of the year, and also at the discretion of the company officer during hot weather, or during the performance of duties not conducive to wearing a golf shirt. Members shall be allowed to wear NFPA shorts from May 15th until to September 30th. Members agree that during walkthrough's or inspections of any business in town, a pair of approved uniform pants will be worn.

Section 2:

Uniform parts, damaged, contaminated, stained or otherwise rendered not suitable for duty, do to job related activity, while the wearer was on duty, and shall be replaced by the district.

Section 3:

If the district requires a changed of uniform, the district shall be responsible for the initial cost to supply three (3) sets of the changed items. Any changes to the uniform policy shall be negotiated between the district and the local.

ARTICLE 63 - DEFERRED COMPENSATION ANNUITY

The District shall continue to provide at least one (1) public employee deferred compensation plan (the present 457b plan) through a company mutually agreed to by the District and the Local, for all employees of the Department electing to participate. The parties agree that any change in the deferred compensation plan shall be agreeable to both the District and the Union.

ARTICLE 64 - COLLATERAL DUTIES

In the event the district deems it necessary to have duties performed outside of the normal duties as described for company officers and firefighters and that are not in the scope of non-civic details, these duties shall be considered 'collateral duties'. Any collateral duties, the compensation for, the performance of, and selection process (bid system) for staffing the same, shall be negotiated by and between the Union and the District.



1381 ARTICLE 65 - BINDING EFFECT

1382
1383 This agreement is binding upon the Cumberland Fire District and its' successors, and assigns,
1384 and should the Cumberland Fire District ever be incorporated into or merged with another legal
1385 entity, this agreement shall be binding on that legal entity.
1386

1387 This agreement is entered into pursuant to RI General Laws including, but not limited to,
1388 Chapter 45-19 at et seq.
1389
1390

1391 ARTICLE 66- DURATION

1392
1393 This Agreement shall begin July 1, 2016 and terminate at midnight June 30, 2019,
1394 provided a notice in writing of intent to terminate and negotiate a new agreement is served by
1395 one of the parties upon the other dated no later than February 7, 2019 by certified mail, which
1396 is at least 120 days prior to the 2019 setting of the Cumberland Fire District Budget that occurs
1397 no later than June 6, 2019. The required delivery address for the District is 3502 Mendon Road,
1398 Cumberland, RI. The required delivery address for the Union is 7 Cray Street, Cumberland, RI. If
1399 no such notice is served or if service is untimely, this agreement shall renew itself from year to
1400 year until such notice is given. This contract shall remain in effect after June 30, 2018, until a new
1401 contract is negotiated to replace this contract.
1402

1403
1404 IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the part of the
1405 District by its Chairman and on the Part of the Local by its President this 8TH day of June, 2016.
1406

1407 NOTE: There are two original copies having each page initialed by the signers of the contract.
1408 One original copy will be for the Local and one original copy for the District.
1409

1410
1411
1412
1413 By:




Bruce Lemois – Chairman
Cumberland Fire District



Ronald Champagne - Witness

1414
1415
1416
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1418
1419
1420
1421 By:



Brian Bernardo – President
Cumberland Firefighters Local 2722
International Association of firefighters



Brett Anderson - Witness