

# AGREEMENT

Between the

CUMBERLAND FIRE DISTRICT

CUMBERLAND, RI



AND



CUMBERLAND PROFESSIONAL

FIREFIGHTERS LOCAL 2722

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2019 to June 30, 2022

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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 31<sup>st</sup> day of July, 2019 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 1<sup>st</sup> 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:

- 266 a. Upon arrival of testing materials at the District's headquarters, the testing  
267 materials shall remain sealed in the original package.
- 268 b. A representative from the Union (not taking an exam) and a representative  
269 of the District shall unseal the package and check the materials for  
270 accuracy. The number of exams and answer keys shall be noted. All  
271 materials shall be returned to the package, the package shall be resealed,  
272 and the representatives shall initial the seals.
- 273 c. The examination materials package shall remain sealed until the day of the  
274 exams when it shall be opened at the testing site after the respective  
275 representatives ensure the integrity of the seals. The number of exams  
276 and answer keys contained in the package shall be verified.
- 277 d. The District and the Union shall correct the candidates' examinations at  
278 the testing site at the completion of the examination. In the event the  
279 District desires to return the original examinations to the originator for  
280 administration (certification of examination scores), after correcting the  
281 exams at the testing site, the union and the district will together copy all  
282 answer sheets prior to sealing and shipping the package to the originator.  
283 The copies will be securely retained so as to maintain a record of the  
284 examination in the event the original answer sheets are lost in shipment.  
285

#### 286 **Section 9:**

287 Any member who is on Injury on Duty status or on sick leave or leave without pay must  
288 receive a doctor's note stating they are fully fit for duty before they can receive the higher pay  
289 scale of a promotion.  
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### 292 **ARTICLE 10 – DUTIES**

#### 293 **Section 1:**

294 The principal duties of the members of the fire department shall consist of the prevention,  
295 control and extinguishing of fires, first aid and general public aid, together with the necessary  
296 administrative and fire related services functions as determine by the district and assigned by the  
297 Chief of the Department, including those presently conducted by the fire district. This will include  
298 items included in the standard operating procedures. Administrative duties do not include  
299 collection of tax money or checks.  
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### 303 **ARTICLE 11 – RULES AND REGULATIONS**

#### 304 **Section 1:**

305 The rules and regulations promulgated and revised from time to time by the district shall  
306 be available in writing for examination by district personnel.  
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## **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.
4. *When a vacancy occurs, a bid will take place for that position prior to any promotion or appointment being made.*

### **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:**

**BI-ANNUAL LIMITED BID:** In addition to the vacancy bid, *in the month of November on every odd year, (example 2017) all firefighters under the rank of Lieutenant will take a vote to determine whether they wish to bid by seniority. If there is to be a bid it 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.

### **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 a resolution is not agreed to in the above section, the Local 2722 may request a meeting with the personnel subcommittee of the CFD Fire Committee within seven (7) working days from the end of the Section 3 timeline. Once the Local and the Chair of the subcommittee have met; the Chair may render a decision within five ( 5 ) business days. Absent a decision the grievance will be deemed to have been denied.*

### **Section 5:**

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 6:**

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

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537  
538 **ARTICLE 22 – ARBITRATION**  
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540 **Section 1:**

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

548  
549 **ARTICLE 23 –SAFETY**  
550

551 **Section 1:**

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

555  
556 The Chief or his designee shall create a NFPA 1500 - compliant Health and Safety  
557 committee (H & S comm.) The H & S committee will serve as an advisory group to the Chief of  
558 the department.

559  
560 The Chief of the department shall be advised of any unsafe equipment or practices  
561 promptly. Unsafe equipment or practices reported and not corrected shall be grieved in  
562 accordance with the provisions of ARTICLE 21 contained herein.

563  
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565 **ARTICLE 24 - MINIMUM MANPOWER**  
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567 **Section 1:**

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

571  
572 **Section 2:**

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

577  
578 **Section 3:**

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

**Section 4:**

*Upon the next retirement of a deputy chief, there shall then be two (2) Deputy Chief's on duty for the day shift and designated as the 5<sup>th</sup> Platoon, to perform Administrative, Operations, and/or Fire Marshal duties as assigned by the Chief of the Department. In addition, a fire marshal position shall be created to be filled from within the ranks of the current membership. This position shall be bid for and the member who becomes the fire marshal shall remain in said position until his/her retirement, promotion, termination or vacating the position through the proper process within the CBA. Upon creation of the position, the member that bids this position shall have his/her Fire Marshal Certification (NFPA 1031). The salary for the position will be a 1.5% increase from the members current rank. The Fire Marshal shall follow the same schedule as the Deputy Chief in charge of Fire Prevention. In the event the position is not filled through the bid process, the position will remain vacant. (The Union and District agree to negotiate the terms and conditions of this section by October 1, 2019 and insert this section into the CBA via (MOA) Memorandum of Agreement.) In the event the terms and agreements are not completed this article and section will be subject to the grievance and/or arbitration procedure.*

**Section 5:**

*As of January 1, 2022 there shall be one captain and three lieutenants (company officers or acting 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 Ladder 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*

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*As of July 1, 2019 and until January 1, 2022 the district and union agree to the following: there shall be one captain and three lieutenants (company officers or acting officers), and eight firefighters assigned to each platoon. There shall be three engine companies 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 three engine companies at all times. There shall be a minimum of one company officer or acting officer and two firefighters on duty on Ladder 1 except for the following: the district and the union agree to drop one (1) least senior firefighter from Ladder 1 to cover any absences that would otherwise be filled with an overtime shift on any of the companies. 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.*

- 5. One company officer (captain or lieutenant) and two firefighters on Ladder 1 or one company officer (captain or lieutenant) and one firefighter on Ladder 1 during an absence that would be otherwise be filled with an overtime shift on any of the companies.*
- 6. One company officer (captain or lieutenant) and two firefighters on Engine 1*
- 7. One company officer (captain or lieutenant) and two firefighters on Engine 4*
- 8. One company officer (captain or lieutenant) and two firefighters on Engine 5*

**Section 6:**

*There shall be two (2) floating firefighter positions on two (2) of the four (4) platoons, that will be subject to the bid procedure as specified in ARTICLE 13. Once the floaters are assigned, they will be placed daily on their shift at the discretion of the fire chief or his designee.*

*In the event of a long-term vacancy, the department will give the floaters a fourteen (14) day notice of the transfer at which time they may bid for the transfer by seniority. If neither floater bids to the assignment, the least senior floater will be assigned to the position to accommodate the vacant spot on another shift.*

**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 dollars (\$150.00) 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.

672  
673  
674  
675 **Section 5:**

676 Members who possess a Bachelor's Degree in Fire Science shall receive an annual  
677 incentive payment of \$1,000.00. Upon meeting the graduation requirements of a Bachelor's  
678 degree the member agrees to continue employment with the fire district for three (3) years.  
679 Failure to do so will result in the member reimbursing the district for all costs borne by the district  
680 associated in obtaining the Bachelor's Degree. All members hired after 07/01/2016 will receive  
681 \$500.00 for holding an approved Bachelor's Degree.  
682

683 **Section 6:**

684 Members, hired prior to 07/01/2016 who possess an Associate's Degree in Fire Science  
685 shall receive an annual incentive payment of \$500.00.  
686

687 **Section 7:**

688 Members separating employment with the district that have at least twenty (20) years of  
689 service, will not be required to reimburse the district.  
690

691 **Section 8:**

692 Upon reimbursement by the district, the member will also receive a statement  
693 summarizing costs borne by the district to date for the individual.  
694  
695

696 **ARTICLE 27 – PAYROLL**

697  
698 The pay period shall be Sunday through Saturday. The Cumberland Fire District agrees  
699 that the weekly paychecks shall be available on the following Thursday at 12:00PM.  
700  
701

702 **ARTICLE 28 – OFF DUTY RESPONSES**

703  
704 **Section 1:**

705 Any bargaining unit members who, when requested by the district, responds "off-duty"  
706 in any capacity to any emergency call of the District shall be deemed "on-duty" for the purposes  
707 of rights and benefits under this Agreement. Request notification by the district shall include:  
708

- 709 1. Tone-out by radio and pager system (as described by agreement with the local)  
710 2. Verbal request (face to face)  
711 3. Phone or electronic means  
712 4. Other means  
713

714 **Section 2:**

715 Any member held over beyond his or her normal shift will be compensated at the rate of  
716 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

*Global Tone* 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 their "Annual" doctor's appointment as required by the CBA. All other doctor's appointments must be scheduled during the employee's days off.*

#### **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, *grandmother in law, grandfather in law*, 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.*

<b>EFFECTIVE:</b>	<b>07/01/19</b>	<b>07/01/20</b>	<b>01/01/21</b>	<b>07/01/21</b>	<b>01/01/22</b>
<b>RANK</b>	<b>BASE</b>	<b>BASE</b>	<b>BASE</b>	<b>BASE</b>	<b>BASE</b>
<i>Deputy Chief</i>	\$1,231.65 (29.33)	\$1,243.97 (29.61)	\$1,256.41 (29.91)	\$1,268.97 (30.21)	\$1,281.66 (30.51)
<i>Captain</i>	\$1,187.07 (28.26)	\$1,198.94 (28.55)	\$1,210.93 (28.83)	\$1,223.04 (29.12)	\$1,235.27 (29.41)
<i>Lieutenant</i>	\$1,147.21 (27.31)	\$1,158.68 (27.59)	\$1,170.27 (27.86)	\$1,181.97 (28.14)	\$1,193.79 (28.42)
<i>Firefighter</i>	\$1,061.05 (25.26)	\$1,071.66 (25.52)	\$1,082.38 (25.77)	\$1,093.20 (26.03)	\$1,104.13 (26.29)

### **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 – LONGEVITY**

### **Section 1:**

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

<b>EFFECTIVE:</b>	<b>07/01/19</b>	<b>07/01/20</b>	<b>07/01/21</b>
<i>Years 05 to 09</i>	<i>5.0%</i>	<i>6.0%</i>	<i>7.0%</i>
<i>Years 10 to 14</i>	<i>6.0%</i>	<i>7.0%</i>	<i>8.0%</i>
<i>Years 15 and up</i>	<i>7.0%</i>	<i>8.0%</i>	<i>9.0%</i>

### **Section 2:**

Longevity 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.

1030 **Section 3:**

1031 In the event the officer in charge requires the manpower tones activated, members will  
1032 be allowed to returned to duty at the rate of time and one half for a minimum of two (2) hours.  
1033

1034 **Section 4:**

1035 All members called back to cover a full shift that was vacant due to injuries, illness,  
1036 vacation, personal leave, or whatever reason (except substitutions) shall receive at least four (4)  
1037 hours pay at the rate of time and one-half (1.5) provided that such call back is not a carry-over  
1038 from their normal duty shift or an early start time of a scheduled shift.  
1039

1040 **Section 5:**

1041 All overtime shall first be offered to the available full time Union members. Available full  
1042 time Union members shall not include firefighters on vacation, out on sick time, personal time,  
1043 or firefighters already scheduled to work the shift. Members participating in union duties as  
1044 stipulated shall be bypassed for overtime while performing these duties. Management agrees to  
1045 use a fair and equitable system to attempt to distribute overtime (rotating callback). There shall  
1046 be two (2) (one Detail and one Regular) overtime list established which will designate the number  
1047 of overtime hours worked. When overtime is needed, the member who is qualified to fill that  
1048 shift with the least amount of overtime hours worked shall be asked first. If a member passes an  
1049 overtime opportunity, the number of hours passed will be listed and will count towards the  
1050 member's total overtime hours worked.  
1051

1052 **Section 6:**

1053 The hourly rate of pay for overtime shall be computed by adding the member's weekly  
1054 base rate, annual EMT rate divided by 52, and annual longevity amount divided by 52. This sum  
1055 shall then be divided by 42 for line members assigned to a 24-hour shift schedule, or 40 for  
1056 administrative members assigned to a 40 hour per week schedule. The resultant shall be  
1057 multiplied by 1.5 to determine the rate.  
1058

1059 **Section 7:**

1060 Members of the honor guard shall be allowed a "bypass" if attending a department event.  
1061

1062 **Section 8:**

1063 The District shall supply the Local with a summary report showing the hours worked by  
1064 each employee for the preceding week. This report will be due to the Local on the same day as  
1065 paychecks.  
1066

1067 **Section 9:**

1068 **There will be two (2) lists:**

- 1069 • Regular List
  - 1070 • Special Detail List
- 1071

1072 Overtime shall be filled between 08:00 hours and 21:00 hours, unless it is an emergency  
1073 callback for the oncoming shift.

1074 OT will be filled as soon as practical-in sequence to the next available calendar day. (example:  
1075 10 hour day, 14 hour night and so on..)

1076 OT will not be filled beyond 2 weeks out.

1077 The shift Captain shall be responsible for filling all vacancy, vacation, or long term openings on  
1078 their platoon. The company officer shall forward any shift openings within the two week time  
1079 frame to the senior officer in charge.

1080 When filling multiple shifts the order shall be as follows: Firefighter/Officer day,  
1081 Firefighter/Officer night, Firefighter/Officer day, Firefighter/Officer night and so on for shifts on  
1082 the same calendar date. The exception to this order will be when there are multiple vacancies  
1083 on a single shift of the same truck and on the exception holidays filled in accordance with the  
1084 procedures below in order to speed up the process of filling overtime. On holidays those shifts  
1085 are filled openly throughout the town, members will then be placed in vacant spots according  
1086 to seniority with the attempt to place the member in their normally assigned station/truck.

1087 Requests for a four (4) hour sick time block for any doctor appointment shall be done in  
1088 accordance with CBA Article 31 Section 8- Sick Leave.

1089 The program CrewSense has the option to log in and request time off. Using this feature shall  
1090 be used whenever practical. The request shall also be filled out on the Department approve  
1091 leave request form.

1092 **Regular Callbacks (Over twenty four (24) hours notice)**

1093     • 15 Minute response time  
1094

1095 **Regular Callbacks (Under twenty four (24) hours notice)**

1096     • 10 Minute response time

1097 **Emergency Callbacks (Under four (4) hours notice)**

1098     • 5 Minute response time  
1099

1100 All members will be charged the hours that were offered to them.

1101 If you have already refused a Callback and another one comes through you will not be charged  
1102 for a second one.  
1103

1104 The only way to not be charged hours is if you are;

1105     • On Duty Already  
1106     • Swapped  
1107     • A member of the Honor Guard already committed to an event approved by the  
1108         Department and the Local.  
1109     • NFPA, Fire Academy Classes paid for by the department.

- 1110 • Union Leave as stipulated by the CBA
- 1111 • Instructor for the Cumberland's Recruit Training Program
- 1112 • Department sanctioned hands on live training that is posted in CrewSense. Only to
- 1113 include Live Fire, Tech Rescue, Dive Team, Haz-Mat, Fire/EMS practical certifications.
- 1114 • Military Leave
- 1115

1116 **IOD/Sick Leave:**

- 1117 • In the event a member is out on IOD or sick/ family sick leave for a period of more than
- 1118 two (2) weeks, the member will be taken off CrewSense. During the first two (2) weeks
- 1119 out sick/ family sick leave you will be charged as normal.
- 1120 • During the first two (2) weeks out IOD you will not be charged at all.
- 1121 • Upon a Members return to work they will be averaged back into the list.
- 1122

1123 **Order backs/Holdovers:**

- 1124 • Jr. guys within the town regardless of your regular assignment are subject to the first
- 1125 order backs or holdovers and will subsequently follow by seniority
- 1126 • The member being relieved needs to allow for no more than 15 minutes after their shift
- 1127 to get relieved. (Travel Time)
- 1128 • You cannot be ordered back for three (3) consecutive twenty four (24) hour shifts or
- 1129 seventy two (72) consecutive hours. You can be ordered back or carried over for either
- 1130 the ten (10) hour or fourteen (14) hour shift during your cycle.
- 1131

1132

1133 **Holiday Exception:**

- 1134 • If you take one of the following shifts off no hours will be charged to anyone:
- 1135 ○ Thanksgiving Day/Night
- 1136 ○ Christmas Eve Night
- 1137 ○ Christmas Day/Night
- 1138 ○ New Years Eve Night
- 1139 ○ July 4<sup>th</sup> Day/Night
- 1140 • No hours will be charged to anyone on shifts during a Union Fundraiser.
- 1141 (Example: Touch A Truck)
- 1142 • Time off requests for any of the above holidays will be submitted by the start of the shift
- 1143 07:00 hours two (2) weeks prior to the holiday. All requests shall be submitted to the
- 1144 Captain on duty or the next Senior Lt.
- 1145
- 1146
- 1147
- 1148

## **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 \$7/25/40/65.**

### **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:

<b>EFFECTIVE:</b>	<b>07/01/19</b>	<b>07/01/20</b>	<b>07/01/21</b>
	16%	17%	18%

## **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.

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**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.

1282  
1283 **ARTICLE 48 - LINE-OF-DUTY-ILLNESS**  
1284

1285 In-line-of-duty illness shall be in conformity with the General Laws of Rhode Island,  
1286 1956, as amended, section 45-19-1.  
1287

1288 **Section 1:**

1289 Members of the Fire Department, covered by this agreement who are injured in the line  
1290 of duty, shall receive full salary or wages and benefits while their incapacity exists or until they  
1291 are placed on a disability retirement by the Municipal Employees Retirement System.  
1292

1293 All other provisions of RIGL 45-19-1 shall also apply. The member shall continue to pay  
1294 the co-pay as is required in the CBA in force while out on injury.  
1295

1296 **Section 2:**

1297 Whenever a member while in the employ of the District dies as a direct and proximate  
1298 result of an on-the-job injury or illness, the District shall pay the deceased employee's next of kin  
1299 (NOK) or other beneficiary a sum of money computed on the basis of his/her weekly earnings for  
1300 accumulated sick leave and vacation leave which had accrued to such deceased employee at the  
1301 time of his/her death.  
1302

1303 **Section 3:**

1304 When a member dies in-the-line-of-duty, the District will pay up to ten thousand dollars  
1305 (\$10,000.00) for funeral expenses. Payment will be made by the district upon receipt of a funeral  
1306 bill from the funeral home.  
1307  
1308

1309 **ARTICLE 49 –MUTUAL AID**  
1310

1311 It is the understanding between parties that in any case where the District has a mutual  
1312 aid agreement with any other City, Town or District, and the permanent paid Fire Department of  
1313 such City, Town or District is involved in a strike and/or informational picket line with said City,  
1314 Town or District, members of Local 2722 shall not be ordered, directed or requested to man any  
1315 station in such City, Town or District or to stand by with any fire apparatus owned by said City,  
1316 Town or District. It is further understood by Local 2722, that its members may be required and  
1317 shall report to provide mutual aid services in connection with any fire and/or any related  
1318 emergency call in such City, Town or District even though a strike and/or informational picket  
1319 line may exist between the paid Fire Department and such City, Town or District.  
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1327 **ARTICLE 50 - ASSIGNMENT TO OUTSIDE DEPARTMENTS OR AGENCIES**  
1328

1329 **Section 1:**

1330 *No member of the Cumberland Fire District shall be required to work in another city or*  
1331 *town, against his own will, other than for specified training exercises and emergency incidents. In*  
1332 *addition, the Union recognizes the department may provide short duration mutual aid assistance*  
1333 *to neighboring fire departments requiring coverage assistance. (See attached MOA Dated: May*  
1334 *14, 2019)*  
1335

1336 **Section 2:**

1337 No disciplinary action or harassment of any kind shall be brought against any member  
1338 who chooses to not work outside of the Cumberland Fire District.  
1339

1340 **Section 3:**

1341 The current practice of providing Mutual Aid during emergency incidents to outside  
1342 districts shall not be affected.  
1343

1344 **Section 4:**

1345 No member shall be detailed or assigned to any other municipal department within the  
1346 Town of Cumberland or any other jurisdiction with the exception of emergency situations as  
1347 determined by the Chief or his designee.  
1348

1349 **ARTICLE 51 - BULLETIN BOARDS**  
1350

1351 Bulletin boards shall be allowed in the station for the posting of Union Notices. The  
1352 District agrees to provide reasonable bulletin board space where notices of official Union matters  
1353 submitted by the Union may be posted, and such matters may not be removed from the bulletin  
1354 board by anyone other than the Union Representatives.  
1355

1356  
1357 **ARTICLE 52 - CERTIFICATIONS**  
1358

1359 **Section 1:**

1360 All firefighters hired after July 1, 2015 are required to be and maintain their EMT-C & CPR  
1361 certifications.  
1362

1363  
1364 **Section 2:**

1365 All current members prior to the signing of this agreement will remain certified at their  
1366 current level. In the event a member is not an EMT prior to the signing of this agreement, they  
1367 will be exempt from the article.  
1368

1369 It is understood that EMT-C, if so directed by the State of Rhode Island Department of  
1370 Health, shall be recognized as EMT-Intermediate or EMT-I.

1371  
1372  
1373 **ARTICLE 53 - COMPENSATION AT SEPARATION OF EMPLOYMENT**  
1374

1375 All members covered by this agreement, upon their retirement, resignation, death, or  
1376 layoff, shall be compensated in cash at their regular rate of pay for any unused accumulation of  
1377 vacation, personal and sick time at the prescribed rate (as outlined in Article 31) when they are  
1378 permanently separated from the service. In the event of a member's death, this payment shall  
1379 be made to the member's spouse, beneficiary or estate.  
1380

1381  
1382 **ARTICLE 54- LAYOFF**  
1383

1384 **Section 1:**

1385 In event that The District at any time during the term hereof lay off employees covered  
1386 by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority,  
1387 that is, the last employee hired in the bargaining unit (including probationary employees) shall  
1388 be the first to be laid off and so on until the number required to be laid off has been met.  
1389

1390 **Section 2:**

1391 Employees shall be called back from layoff by seniority; the employee with the highest  
1392 seniority shall be called back first.

1393 **ARTICLE 55 - MILITARY LEAVE**  
1394

1395 Members covered by this agreement who, by reason of membership in the United States  
1396 Armed Forces and Reserves, or the Rhode Island National Guard, are required by the appropriate  
1397 authorities to participate in training activities or in active duty, shall be granted military leave in  
1398 accordance with applicable state and federal laws. The District shall pay the difference between  
1399 the members' regular salary and the members' military pay for mandatory annual training and  
1400 all active duty in the event that the military pay is less than the members' regular District salary.  
1401

1402  
1403 **ARTICLE 56 - NEW HIRE**  
1404

1404 **Section 1:**  
1405

1406 All new hires shall be placed on a training schedule for a period of not less than four (4)  
1407 weeks. The chief at his discretion after reviewing all records and input from the training officer  
1408 may add additional training time as he sees fit. In certain circumstances the chief after reviewing  
1409 all records and having input from the training officer may reduce the training period to less than  
1410 four (4) weeks.

1411  
1412 **Section 2:**

1413           *Once a member satisfactorily completes the probationary period as deemed by the district, that*  
1414 *member will be eligible to be added to the overtime list, no probationary firefighters are eligible for*  
1415 *overtime.*

## 1416                                   **ARTICLE 57 - NON-DISCRIMINATION**

### 1417 1418 1419   **Section 1:**

1420           The District and the Union agree not to discriminate in any way against employees  
1421 covered by this contract on the basis of race, religion, creed, color, sex, age, and physical  
1422 handicap, country of ancestral origin, sexual orientation, marital status, or political affiliation.

### 1423 1424   **Section 2:**

1425           All references to employees in this contract designate both sexes; and wherever the male  
1426 gender is used, it shall be construed to include male and female employees.

## 1427 1428 1429                                   **ARTICLE 58 –LEAVE OF ABSENSE**

1430  
1431           The approval of the Fire Committee is required for all leaves of absence and extensions  
1432 thereof. Requests will not be unreasonably denied unless the leave requested is to pursue a  
1433 position in another Fire Department or Public Safety Agency.

## 1434 1435 1436                                   **ARTICLE 59 - PHYSICAL FITNESS**

### 1437 1438   **Section 1:**

1439           Members who wish to participate in on-duty physical fitness activity may do so in such a  
1440 manner that it does not interfere with the normal operation of daily duties and emergency  
1441 incidents.

### 1442 1443   **Section 2:**

1444           Members shall be allowed to wear athletic clothing during these periods and also be  
1445 allowed to utilize shower facilities upon completion of physical fitness periods. Members shall be  
1446 prepared to quickly don protective clothing should an alarm be transmitted during PT periods or  
1447 shower periods.

### 1448 1449   **Section 3:**

1450           All members shall be required to obtain an annual physical examination from their  
1451 primary care doctor. If the District requires such physical examination, the member shall obtain  
1452 certification from their primary care doctor that they have obtained their yearly physical which  
1453 shall be submitted to the chief and will be kept in the members personnel file. The cost of the  
1454 annual physical shall be made via the member's health plan.

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1461 **ARTICLE 60 - REPLACEMENT POLICY**  
1462

1463 **Section 1:**

1464       Upon the effective date of this agreement, all shifts on a rotating schedule, vacant due to  
1465 injury, illness, vacation, personal leave, bereavement leave, or whatever reason shall be filled by  
1466 bargaining unit members or a probationary employee in accordance with the Overtime policy in  
1467 effect.  
1468

1469 **Section 2:**

1470       In instances where all members have declined voluntary overtime, the least senior  
1471 member on duty on the shift (town-wide) shall be held over. In instances where a shift officer is  
1472 required and none of the eligible acting officers are available the least senior officer, acting or  
1473 permanent, shall be held over.  
1474

1475 **ARTICLE 61 – SEVERABILITY**  
1476

1477       Each and every clause of this Agreement shall be deemed separable from each and every  
1478 other clause of this Agreement to the end that in the event any clause or clauses shall be finally  
1479 determined to be in violation of any law, then, and in such event, said clause or clauses only, to  
1480 the extent that any may be so in violation, shall be deemed of no force and effect and  
1481 unenforceable without impairing the validity and enforceability of the rest of the Agreement,  
1482 including any and all provisions in the remainder of any clause, sentence, or paragraph which  
1483 such offending language may appear.  
1484

1485       In the event of such contract clause invalidation, both the District and the Union agree to  
1486 meet within ten (10) days of such determination and if possible to negotiate a valid clause  
1487 reflecting the intent of the parties and reach such agreement concerning such valid clause within  
1488 thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.  
1489  
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1491 **ARTICLE 62– UNIFORMS**  
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1493 **Section 1:**

1494       Uniform golf shirts and sweatshirts bearing the approved insignia's (as posted Jan 2015)  
1495 shall be allowed to be worn by members anytime during the year. Detail uniforms shall be the  
1496 departmental work uniform. T-shirts shall be allowed as station wear between the hours 17:00  
1497 and 07:00 anytime of the year, and also at the discretion of the company officer during hot  
1498 weather, or during the performance of duties not conducive to wearing a golf shirt. Members  
1499 shall be allowed to wear NFPA shorts from *May 1st until to September 30<sup>th</sup>*. *Members may also wear*  
1500 *the approved shorts when the temperature is forecasted to be higher than 75 degrees.* 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.

**ARTICLE 65 - BINDING EFFECT**

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

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

**ARTICLE 66– UNION MEMBERSHIP, DUES and ASSESSMENTS**

**Union Membership, Dues and Assessments**

**Section 1**

- A.** Upon being hired, employees shall make one of the following elections with respect to their Union membership:
- Option #1** — Employees may elect to become a member of the Union and shall pay membership dues and assessments as determined by the Union.
- Option #2** — Employees may elect not to become a member of the Union.
- Elections made under this Section shall be in writing with copies submitted by the employee to the District and the Union.
- B.** An employee wishing to change their membership status may do so by providing written notice to the District and the Union. The change in membership status shall take effect upon receipt of the notice by the District and the Union.
- C.** The provisions of R.I.G.L. § 28-9.1-18 shall apply to any employee who has elected Option #2.
- D.** The Treasurer of the Union shall certify to the District the amount of membership dues and assessments (Option #1). The Union shall give the District thirty (30) days' notice prior to any change of these amounts.
- E.** The District agrees to withhold from employees' pay any membership dues and assessments from each payroll check. These withheld amounts shall be transmitted to the Treasurer of the Union within seven (7) days of said deduction.
- F.** The Union agrees to indemnify and hold harmless the District from any lawsuits, damages, judgments, results, ramifications and/or effects occurring pursuant to any deductions made regarding any membership dues and/or assessments made by the District at the request of the Union.
-

**ARTICLE 67- DURATION**

*This Agreement shall begin July 1, 2019 and terminate at midnight June 30, 2022, provided a notice in writing of intent to terminate and negotiate a new agreement is served by one of the parties upon the other dated no later than February 7, 2022, by certified mail, which is at least 120 days prior to the 2022 setting of the Cumberland Fire District Budget that occurs no later than June 6, 2022. The required delivery address for the District is 3502 Mendon Road, Cumberland, RI. The required delivery address for the Union is 7 Cray Street, Cumberland, RI. If no such notice is served or if service is untimely, this agreement shall renew itself from year to year until such notice is given. This contract shall remain in effect after June 30, 2022, until a new contract is negotiated to replace this contract.*

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the part of the District by its Chairman and on the Part of the Local by its President this 29<sup>th</sup> day of July.

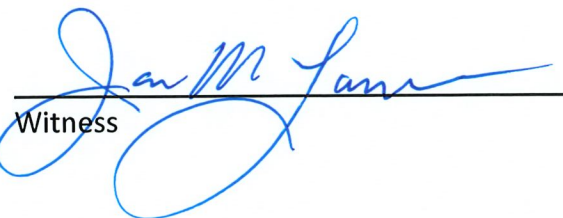
By:

  
Cynthia Ouellette – Chairman  
Cumberland Fire District

  
Witness

By:

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

  
Witness

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**MEMORANDUM OF AGREEMENTS**

## Memorandum of Agreement

### Grievance Resolution

This Memorandum of Agreement ("Agreement") is entered into between the Cumberland Fire District ("District") and the Cumberland Fire Fighters, Local 2722, International Associations of Fire Fighters, AFL-CIO. ("Local") and collectively referred to as the "parties".

WHEREAS, the parties acknowledge that a Collective Bargaining Agreement ("CBA") is in effect between the parties dated July 1, 2016 to June 30, 2019; and

WHEREAS, the parties acknowledge that the Local has filed three (3) grievance (see attached) citing that the District removed a fire apparatus (Ladder No. 1) from service for the purpose of yearly testing of the aerial and ground ladders and on a separate occasion the District temporarily placed a fire apparatus (Ladder No. 1) out of service to a neighboring municipality for a non-emergency function outside the boundaries of the District; and

WHEREAS, the parties acknowledge that the above-cited grievances are docketed for arbitration with the American Arbitration Association ("AAA") and have been assigned Case No. 01-18-0002-900029 before Arbitrator Michael C. Ryan and Case No. 01-18-0002-9018 before Arbitrator Marcia L. Greenbaum; and

WHEREAS, the parties are independently convinced that their respective positions in the above-cited matters would prevail in grievance/arbitration and/or additional legal litigation; and

WHEREAS, the parties acknowledge that in an effort to mitigate the financial cost of the grievance/arbitration process and in an effort to maintain a harmonious labor relations, the parties agree to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally and equitably bound hereby, the District and the Local agree as follows:

1. The District agrees, to the best of their ability, to limit the occasions when fire apparatus from the District would be placed out of service and/or placed out of service outside the boundaries of the District.
2. The District agrees, that if and when a situation exists as described in Section 1 of this Agreement, the District shall make every reasonable effort to replace the out of service apparatus with a reserve apparatus from within the District and/or from another Fire Department in the geographic area.
3. The District agrees to adhere to staffing requirements in accordance with the CBA.

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4. The District agrees that whenever an apparatus is put out of service for equipment testing and/or repairs, the District shall transfer personnel to a reserve piece of apparatus during the period of said apparatus being out of service.
5. The District agrees that whenever an apparatus is put out of service to a neighboring municipality for a non-emergency function, the District shall call back personnel to staff a reserve piece of apparatus to remain within the boundaries of the District during the period of said apparatus being out of service.
6. The parties agree that the terms of this Agreement do not apply to emergency mutual aid requests from neighboring municipalities to the District.
7. The Local agrees to consider the above-cited grievances/arbitrations settled and shall cancel said arbitration matters with the AAA, the parties also agree that any monetary cost associated with the cancellation shall be borne equally between the parties.
8. The parties agree that this Agreement shall be subject to the grievance and arbitration provisions of the CBA for the enforcement of this Agreement.

IN WITNESS WHEREOF, the District and the Local have caused this Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

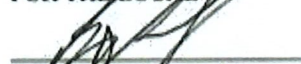
FOR THE DISTRICT

  
Cynthia Ouellette, Chairwoman  
Cumberland Fire District

ATTEST



FOR THE LOCAL

  
Brian Bernardo, President  
Local 2722, IAFF, AFL-CIO.

ATTEST



DATE 5.14.19