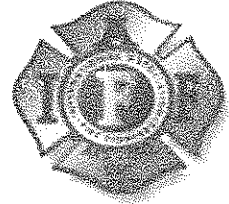


AGREEMENT



Between the

CENTRAL COVENTRY FIRE DISTRICT

and

International Association of Fire Fighters

LOCAL 3372

April 1, 2012 to March 31th 2015

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ARTICLE I GENERAL

1. **CONTRACT**

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956 as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered into this XXXXXXXX by and between the CENTRAL COVENTRY FIRE DISTRICT and LOCAL 3372, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

2. **RECOGNITION**

A. The Central Coventry Fire District (District), recognizes Local 3372, International Association of Fire Fighters, AFL - CIO (Union) as the sole and exclusive bargaining agent for full-time employees of the Central Coventry Fire District engaged in firefighting and rescue services, fire prevention and investigation, training and education, dispatching, and any other positions other than the Chief and Deputy Chief of the department, for the purpose of collective bargaining relative to wages, salaries, pension, hours, and terms and working conditions of employment. The rights of the District and its employees shall be respected, and the provisions of this contract shall be observed for the orderly settlement of all questions.

B. The Central Coventry Fire District shall be represented by its governing board, The Board of Directors or Executive Committee. This body may exercise its powers directly or through one or more appointed subcommittees.

3. **UNION SECURITY**

A. The District agrees not to discharge or discriminate in any way against employees for Union membership or lawful Union activities. It is agreed by the parties that employees as defined herein, after the effective date of this contract, may become members of the Union and continue their membership throughout the life of this contract. Should the employee choose not to be a member of the Union, he/she shall then pay to the Union a representation fee equal to the annual dues paid by Union members. This representation fee shall be paid by payroll

1 deduction on the same schedule as outlined for Union dues.

2
3 B. The District shall deduct Union dues and or representation fees upon receipt of the
4 written authorization from each fire fighter, and shall forward to the Treasurer of the Union
5 such amounts as deducted. The Union hereby agrees to indemnify the District and hold it
6 harmless from any and all claims, demands, and the cost of litigation for any action arising
7 from the agency shop provisions of this Article.

8
9 **4. MANAGEMENT RIGHTS**

10 A. The District shall retain the right to issue rules and regulations governing the internal
11 conduct of the District as provided by law and further shall at all times retain the right to
12 manage and direct the operation of the District and discipline the District's members, except as
13 modified by the terms of this contract and the duly established past practices of the parties.

14
15 B. The District shall also retain all other rights and responsibilities inherent in its
16 Governing Board, the Board of Directors, the Executive Committee and any subcommittee
17 thereof by virtue of existing statutory and charter provisions and District rules and regulations
18 which are not inconsistent with the terms of this Agreement. Such rights and responsibilities
19 shall include, but not be limited to, the responsibility for the efficient operation of the services
20 of the District, administration of the district, discipline of its members and for the enforcement
21 and execution of all laws, ordinances, and rules and regulations of the District.

22
23 C. The District will retain all rights and powers to recruit, select, and determine the
24 qualifications of employees subject to the applicable sections of this Agreement.

25
26 D. Union officials will be permitted to meet with the Chief and/or representative of the
27 District Board, to develop policies, procedures, or changes affecting personnel, working
28 conditions, or general procedures by rule, regulation, or general order when such are in the
29 process of development or institution. This allows for employee input in policies and
30 procedures so that such are developed keeping the best interest of the professional operation of
31 the district.

1 **5. DEFINITION OF EMPLOYEE**

2
3 The term "employee" as used in this Agreement, means a full-time permanent employee of the
4 District engaged in firefighting, fire prevention, fire investigation, training, rescue, emergency
5 medical services, fire alarm and communication, and dispatching.
6

7 **6. DUTIES**

8
9 **A. Duties of Firefighter/EMT**

10 1. It shall be the duty of the Firefighter/EMT to perform the functions needed to assist in
11 the prevention, control and extinguishment of fires; provision of rescue services; provide
12 emergency medical services, perform the necessary administrative and service functions
13 presently conducted by the fire department; and the upkeep of all buildings, grounds and
14 equipment of the district.

15 2. The supervisors and the Chief may assign additional duties to personnel reporting to
16 them. These duties will be assigned as on the job responsibilities to assist in the day-to-day
17 operations of the District's fire and rescue services and shall be subject to the provisions set
18 forth in Article I, Section 4.

19 3. At no time shall any employee covered under this agreement be required to perform
20 any type of skilled labor, (i.e. carpentry, plumbing, electrical, mechanical, painting,
21 automotive repair and maintenance, etc...) or any other duties beyond the scope of the day to
22 day operation and maintenance of the Fire District as stated in this agreement. In no way does
23 this mean that employees will not be required to do daily duties as outlined in the daily duty
24 list, and in no way does this preclude any member from voluntarily performing such skilled
25 labor if they so desire.

26 4. Any formal job description(s) developed by the district shall be developed with the
27 union Pursuant to Article I Section 4.
28
29
30

1 **B. Duties of the fire marshal:**

2 1. It shall be the duty of the fire marshal to perform fire prevention and
3 education, building construction plan review, building and dwelling inspections and code
4 enforcement, and arson investigations. The fire marshal shall report and work directly to
5 the Chief of the department

6 a. When the Fire Marshal(s) reports to an emergency incident, he/she shall
7 report to and assist the Incident Commander as needed.

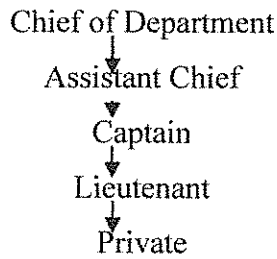
8 b. The Fire Marshal shall lead all fire investigations when requested by the
9 emergency incident commander.

10 2. All eligible employees that bid to a Fire Marshal position shall serve a one (1)
11 year probationary period. During the probationary period, the Chief of the Department shall
12 review the performance of the Fire Marshal. During that time, if the Fire Marshal is not
13 performing to the level of satisfaction of the Chief of Department and/or meeting obligations
14 inherent in running the Fire Marshal's office, the fire chief shall provide a performance
15 review, and an opportunity to improve, along with a reasonable and achievable outline for
16 improvement shall be extended to the employee by the Chief of the department. The Fire
17 Marshal will be subject to the progressive disciplinary policy as outlined within the collective
18 bargaining agreement, up to and including the removal as Fire Marshal. Any employee
19 removed from a Fire Marshal position for such cause shall return as a firefighter at the rank of
20 private and shall receive pay commensurate to a private's pay scale.

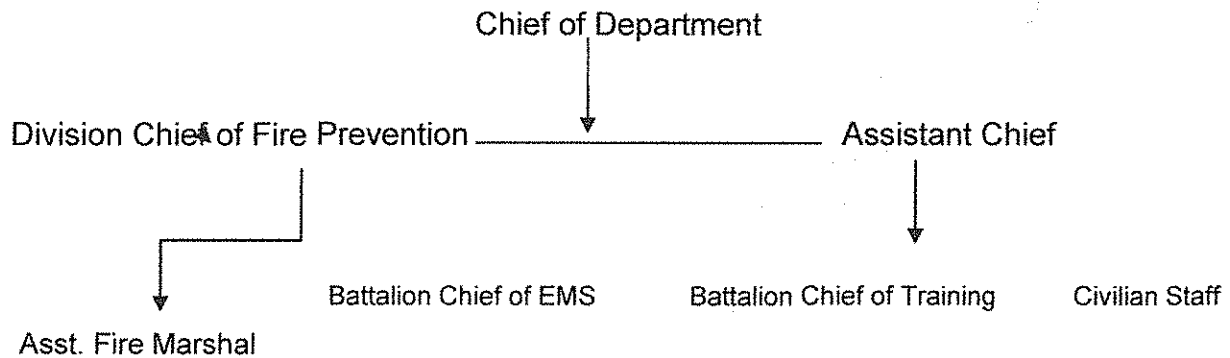
21
22 **C. Duties of other employees** including those of the Fire Prevention Division, EMS Division,
23 Training Division and Civilian Employees shall be defined in the applicable sections of this
24 agreement.

1 **D. Chain of Command**

2 Chain of Command – Operations Division



12 Chain of Command -Support Division



19 **E. Duties of the Battalion Chief of Training:**

20 It shall be the duty of a Battalion Chief to be able to perform all of the duties of a firefighter/EMT
21 as described above. It shall be the duty of the Battalion of Training to perform, conduct, and/or
22 schedule the training of all new employees, as well as provide for continual and ongoing training o
23 current employees in fire suppression, hazardous materials, and any and all other special services
24 education and training as required and/or recommended by the NFPA and department policies.
25 The Battalion of Training shall be responsible to maintain accurate and up to date training records
26 for all employees and be responsible for all aspects of the district Training division to include
27 training of all employees on the safe and proper use of all existing and new apparatus and
28 equipment. The Battalion of Training shall work mutually with the BEMS and Platoon
29 commanders in scheduling all trainings and shall set all training schedules; he/she shall attend
30 training conferences and training meetings to keep abreast of current trends in the field; and
31 represents the Fire Department at all local, state and other meetings related to the Training
Coordinator position. The Battalion of Training shall assume the roles of the Incident Commander,
Operations Officer, Incident Safety Officer, or another command position as needed at any major

1 incident. A formal and detailed job description may be developed by and between the district and
2 the local at a later date to define operational response of the Battalion of Training and other duties.
3 The Battalion of Training shall report to and work directly for the Assistant Chief of the
4 Department.

5
6 **F. Duties of the Battalion Chief of EMS (BEMS):**

7 It shall be the duty of a Battalion Chief to be able to perform all of the duties of a firefighter/EMT
8 as described above, in addition to that, it shall be the duty of the BEMS to perform, conduct,
9 and/or schedule ongoing emergency medical education and training for the district, provide EMT
10 refresher training to the district employees, provide CPR re-certification to the district employees,
11 compile and file all rescue/medical billing, be responsible for all aspects of the district EMS
12 division to include the coordination of the preventive maintenance and repairs for all EMS
13 vehicles and equipment, assist the apparatus/equipment committee in drafting specifications for all
14 new EMS vehicles and equipment, train all employees on the safe and proper use of all existing
15 and new EMS apparatus and equipment, provide and maintain an annual employee vaccination
16 program for communicable diseases, develop and maintain a risk control program for all aspects of
17 infection control, blood borne and airborne pathogens, and to assume the roles of either the
18 Incident Commander, Operations officer, Incident Safety Officer, EMS Officer, or another
19 command position as needed at any major incident. A formal and detailed job description may be
20 developed by and between the district and the local at a later date to define operational response of
21 the BEMS and other duties. The BEMS shall report to and work directly for the Assistant Chief of
22 the Department. The BEMS shall attend training conferences and training meetings to keep
23 abreast of current trends in the field; represents the Fire Department at all local, state and other
24 meetings related to Emergency Medical Services.

25
26 **7. PERMANENT STATUS**

27
28 A. Each employee is required to maintain a current State of Rhode Island EMT – B
29 license. Beginning April 1, 1996, all new employees must maintain a Rhode Island EMT - C
30 License as a condition of employment.

31
32 B. The District will provide EMT & Paramedic recertification/refresher training and CPR

1 training as required by State/Federal Law to maintain these certifications.
2 Each employee will maintain a current Rhode Island Driver's License. If, for any reason, the
3 State takes any action against the employee's driver's license, the employee shall report it
4 immediately to the Chief. If the seriousness of the situation warrants, a hearing will be held
5 and the employee may be suspended until such time as the license is reinstated.

6
7 C. The District will also provide training as required to meet any additional state
8 mandated requirements, OSHA requirements as issued through the Rhode Island Department
9 of Labor, EPA requirements as issued through the Rhode Island Department of Labor, or any
10 other requirements as issued through the Rhode Island Department of Labor, or Rhode Island
11 General Laws.

12
13 D. Each employee will be required to attend such trainings as defined herein. If the
14 employee is unable to attend the scheduled training, the employee may attend a make-up
15 session provided by the District, or through arrangements made by the training officer, or may
16 attend the makeup training outside of the District. The district shall pay all costs associated
17 with training and re-certification, to include training pay if said training is not conducted
18 during regular scheduled working hours.

19
20 E. Employees such as Secretaries, Chiefs, dispatchers and the like will be hired
21 exclusively to fill those specific positions and will be defined as Civilian staff assigned to the
22 Support Division.

23
24 **8. PERSONNEL RECORDS**

25
26 A. The employment record of each employee shall be available for inspection by the
27 employee concerned, by District officials, and by others in accordance with lawful court
28 orders. An employee who wishes to inspect his/her employment record shall do so during
29 normal business hours of the administrative offices of the department. No Employee shall be
30 denied the opportunity to view the contents of their employment file.

31
32 B. An employee shall be provided with a copy of any and all evaluations, comments, or
33 remarks concerning said employee's performance or discipline at least five (5) days before

1 said evaluation, comment, remark, or discipline is placed in the employee's personnel history
2 record. If an employee disagrees with said evaluation, comment, remark, or discipline, the
3 employee may file a grievance as pursuant ARTICLE VI GRIEVANCE – ARBITRATION,
4 and said evaluation; comment, remark, or discipline shall not be placed in the employee's
5 permanent employment record unless the final outcome of the grievance/ arbitration provides
6 for such.

7
8 C. A separate training file shall be kept for each employee. Any training that the
9 employee receives shall be documented and a record shall be placed in the employees training
10 file.

11 D. A separate medical record file shall be kept for each employee. Any medical records
12 that the district receives from the employee, his/her physician, or any other medical
13 documentation shall be documented and a record shall be placed in the employees medical
14 file.

15
16
17 **9. DISCIPLINE AND DISCHARGE**

18
19 A. Violations of the rules and regulations as issued by the District, or failure to meet
20 performance standards, or failure to perform duties as outlined by the District or by this
21 Agreement, or failure to obey the lawful, safe, and industry standard directives of a superior
22 officer, or, failure to obey statutes, ordinances, or charter provisions, will result in progressive
23 disciplinary action. The progressive discipline process will consist of:

24 Step 1: Verbal – Written Warning

25 Step 2: Written Warning

26 Step 3: Hearing between the disciplined employee, the district, and the union.

27 Progressive discipline shall be utilized for each new infraction. (A verbal warning on one issue
28 does not constitute a written warning for a different and distinct issue)

29
30 B. Suspension

31 No employee shall be suspended without pay until such time as the employee has been given a
32 hearing between the disciplined employee, the district, and the union, and the outcome of the
33 hearing provides for such suspension. This does not preclude the district from placing an

1 employee on paid administrative duty pending the outcome of the hearing.

2 C. Any person who bids to a Battalion Chief vacancy shall serve a one hundred eighty
3 (180) day probationary period. During the probationary period, the Chief of Department shall
4 review their performance as a Battalion Chief. During that time, if the Battalion Chief is not
5 performing to the level of satisfaction of the Chief of the Department and/or meeting
6 obligations inherent with being a Battalion Chief and/or fulfilling their Battalion Assignment
7 of the support side of the Chain of Command, the fire chief shall provide a performance
8 review and an opportunity to improve, along with reasonable and achievable outline for
9 improvement. The Battalion Chiefs will be subject to the progressive disciplinary policy as
10 outlined within the collective bargaining agreement, up to and including a demotion from
11 Battalion Chief. Any Battalion Chief demoted will move down one rank to the rank of Captain
12 and shall not be eligible for a promotion or be able to bid to a vacancy within the Battalion
13 Chief rank for a period as determined and agreed to by the district and the union.

14
15 **10. SAFETY AND HEALTH**

16
17 **A. MEDICAL EXAMS WHEN AN EMPLOYEE MAY CONSTITUTE A HAZARD**

18 1. It shall be the responsibility of each employee to maintain the standards of physical
19 fitness required for the performance of his/her duties.

20 2. When the District suspects that the physical condition of an employee may constitute a
21 hazard to himself/herself or to persons or property, the District may direct the employee to
22 submit to a medical examination which shall be paid for by the District or by the medical
23 insurance coverage provided by the District.

24 3. An employee who is required to submit to a medical examination at the direction of
25 the District shall be compensated in accordance with the provisions of this Agreement relating
26 to overtime pay.

27 4. Any employee who is directed to undergo a medical examination pursuant to the terms
28 of this section shall execute a release authorizing the examining physician to notify the district
29 whether or not the employee is physically fit to perform as a firefighter, and if not, when and
30 under what conditions the employee may meet such requirements.

31 5. The employee will not return to work until such time that he/she can be reevaluated
32 and the examining physician authorizes such return to duty status.

1 6. The intent of this section is to promote health and fitness and not to force early
2 retirements or termination.

3
4 **B. PHYSICAL FITNESS**

5 1. The employees are encouraged to maintain themselves in good physical condition due
6 to the nature of firefighting and emergency medical service work. The District recognizes the
7 importance of physical fitness training and encourages the use of the fire department
8 gymnasium and fitness equipment.

9 2. In order to further encourage the use of the gymnasium, the District will allow a
10 rotation of on-duty firefighters to utilize the gym facility each day during their platoon
11 rotation. The firefighters will be allowed a maximum of two hours time during a day shift and
12 one (1) hour during a night shift, for each visit. The firefighters will remain available to
13 respond to calls if needed. However, a reasonable attempt will be made by the Officer in
14 Charge to cover their assignments during such time. The mechanics of this program will be
15 developed by the Chief and IAFF Local 3372.

16 **C. HEALTH & SAFETY COMMITTEE**

17 1. The district recognizes the need for a Health & Safety committee (HSC) and further
18 agrees to recognize the current, established HSC as the department HSC. The HSC will
19 consist of one Chief Officer and the Department Health & Safety Officer, and no less than
20 four additional bargaining unit members appointed by the local. The committee members shall
21 select the Chairperson of the committee each January. The members of the committee shall
22 also appoint a committee secretary each January, and he/she shall be responsible for taking
23 minutes and filing reports. Recommendations from this committee shall be instituted in a
24 timely manner. It shall be the desire and mission of the District and the local to work together
25 and create a safe environment for both the firefighters and the community through following
26 the intended recommendations and procedures of NFPA. The HSC Chairperson or Designee
27 will be granted time off with pay when meeting and for any inspection or investigation of
28 safety or health problems in the Fire Department, up to three hours or additional hours as
29 authorized by the Chief of the Department. If a member is off duty during scheduled meetings
30 or investigations, than the member shall be compensated with collateral pay.

31
32 2. The District shall not restrict the HSC members from any Fire Department facility
33 when investigating health and safety conditions.

- 1
- 2 3. The Committee will be guided by, but not limited to, the following principles:
- 3 a. Make immediate detailed investigation into each accident, death or injury, to
- 4 determine the fundamental causes.
- 5 b. Inspect Fire Department facilities to detect hazardous physical conditions or unsafe
- 6 work methods, including training procedures. Recommend changes or additions to
- 7 protective equipment, protective apparel, or devices for the elimination of the hazards
- 8 of fire duty.
- 9 c. Promote safety and training for committee members and fire department employees.
- 10 d. Participate in advertising safety and in selling the safety program to the employees
- 11 through department meetings. In line with the goals listed above, the Committee shall:
- 12 1.. Make periodic inspections of the fire department facilities; but not less
- 13 frequently than semi-annually.
- 14 2. Make recommendations for the elimination of unsafe or harmful work
- 15 conditions. All recommendations shall include a target date for abatement of
- 16 hazardous conditions.
- 17 3. Review and analyze all reports of accidents, deaths, injuries, and illness.
- 18 Investigate causes, and recommend rules and procedures for the promotion of
- 19 health and safety of fire department employees.
- 20 4. Keep minutes of all Committee meetings and a written report shall be
- 21 prepared for review at the next Committee meeting. A record shall
- 22 be kept of accidents, injuries, and illnesses and shall be maintained by
- 23 the District and made available on request to the Health and Safety
- 24 committee.
- 25 5. Prior to being purchased, all new equipment and apparatus, and/or their respective
- 26 specifications shall be developed and or reviewed, and modified if needed, by the HSC
- 27 to ensure full compliance with NFPA standards and other applicable industry
- 28 standards or codes.
- 29 6. All response plans such as run cards, shall be reviewed, and further modified if
- 30 needed, by the HSC.

31

32 **D. TRAINING & SERVICE WORK:**

1 1. All trainings shall be conducted in accordance with NFPA standards and there shall be
2 a designated lead instructor and Safety officer assigned for each training. No outdoors
3 training or service work such as but not limited to hose testing, shall be permitted when the
4 temperature or heat index is predicted to be 32 degrees Fahrenheit or below, with the
5 exception of Ice Rescue training. No trainings or service work such as but not limited to hose
6 testing shall be permitted when the temperature or heat index is predicted to be 85 degrees
7 Fahrenheit or above.

8
9 2. All new hires shall attend training academies or new recruit schools of no less than
10 fourteen weeks equaling 560 hours. Upon completion of the fourteen week formal school, the
11 recruits will then serve one week at each fire station, Monday through Friday 0800-1600 hours
12 for job shadowing and training purposes. Upon completion of the five week rotation, the
13 recruits will spend one (1) week back at the formal training academy to review policies,
14 procedures, operational issues, and complete the final testing and evaluation. Upon successful
15 completion of the nineteenth total week of training, the eligible recruits will be hired as full-
16 time, probationary employees. It is then that the probationary employee shall be assigned to a
17 position on the rotating schedule and shall serve a four week rotation on the 2-2-4 platoon
18 schedule to get used to the work schedule and job assignments. Upon completion of the four
19 week 2-2-4 rotation, employees may be assigned their work schedule or may allowed to bid
20 their work schedule and will be considered out of training and count towards minimum
21 staffing. All training academies or schools should be conducted with safety as a priority and
22 in accordance with NFPA standards. All recruits and/or new hires shall undergo a minimum
23 training to the most current edition of NFPA 1001 Level 1 & 2, & Hazardous materials
24 awareness and operations, as well as review and competency testing in department operations,
25 procedures, policies, and equipment, prior to the commencement of the academy. New hires
26 shall further undergo an emergency vehicle drivers training course, no less than fifty hours of
27 pump training, and no less than thirty hours of aerial ladder training. All new hires shall be
28 required to take the NFPA 1002 Driver/Operator-PUMPER training, within one year of hire,
29 or as soon as the class becomes available. For safety reasons, training academies and or recruit
30 schools shall not be conducted during the months of January, February, July or August. The
31 Training Division shall document all necessary training hours in accordance with the CBA. If
32 a recruit or probationary employee has not completed the minimum number of training hours
33 as required, he/she shall not count towards minimum staffing levels. A copy of all

1 certifications and documentation of the number of hours of training shall be submitted to the
2 union president and the HSC prior to the employee graduating the academy or recruit school.

3
4 **E. TESTING AND MAINTENANCE OF AERIAL DEVICES, GROUND LADDERS, SCBA'S AND**
5 **OTHER LIFE SAFETY EQUIPMENT**

6 1. All fire district equipment shall be purchased, maintained, and used as recommended
7 by the applicable NFPA standards and manufacturer recommendations.

8 2. All aerial devices and ground ladders shall, on a yearly basis, be inspected and tested
9 for structural integrity and safety through non-destructive test methods such as Ultrasonic and
10 Magnaflux.

11 3. All components of SCBA& SCUBA equipment shall undergo Hydro testing and flow
12 testing as recommended by NFPA.

13 4. All testing shall be performed by an independent testing company other than the
14 original manufacturers. A copy of such test results shall be supplied to Local 3372 upon
15 request. Any piece of equipment that cannot be certified as safe or is questionable shall be
16 taken out of service until repaired or replaced.

17 5. All repairs or modifications to equipment and apparatus shall be performed by a
18 certified technician or a certified Emergency vehicle repair technician, whichever is
19 applicable. A copy of the certification shall be forwarded to local 3372 upon request.
20

21 **F. Protection of Employees**

22 a. The district shall maintain a vehicle exhaust system, such as a PLYMOVENT system,
23 at all fire stations.

24 b. The district shall maintain a Class A , supervised fire alarm detection system and
25 Carbon Monoxide detection in all fire stations and administrative offices.
26

27 **G. PLACING NEW EQUIPMENT IN TO SERVICE.**

28 Prior to any piece of equipment or apparatus being placed in to service for use, all department
29 members shall receive training in its safe and proper use. Documentation of this training shall
30 be placed into the members training file.
31

32 **H. IMMUNIZATION SHOTS**

33 The district agrees to pay all expenses for inoculation or immunization shots for the employee

1 and for the members of the employee's family residing in his/her household when such shots
2 become necessary as determined by a physician as a result of said employees exposure to
3 contagious disease where said employee has been exposed to said disease in the line of duty.
4 The District shall provide to those employees who voluntarily request it, vaccinations against
5 all types of Hepatitis, Flu Vaccines, and any diseases occupationally acquired, with the
6 District paying the full cost. Employees not requesting said vaccinations shall sign a waiver
7 each year.
8

9
10 **ARTICLE II**
11 **EMPLOYEE BENEFITS**

12 1. **SENIORITY**

13
14 A. Seniority in rank shall be computed from the date of most recent appointment to said
15 rank.

16
17 B. A member's departmental seniority shall be determined by the total length of service
18 as a full-time paid employee of the Fire Department or District. Seniority shall be computed
19 from the date of original employment. If an employee has a break in service, unless caused by
20 military activation, seniority shall be computed from the most current date of re-employment
21 with the Department/District.
22

23 C. The District shall maintain and post annually a current seniority list. This list shall be
24 used whenever called for by specific Articles and Sections of this Agreement and in such other
25 cases as may be agreed upon by the District and the Union. The seniority lists shall include
26 each employee's last date of hire, name, rank, number of years at current rank, and number of
27 years of continuous service to date.
28

29 2. **BID SYSTEM**

30
31 A. **RIGHT TO BID:** All employees assigned to the four-platoon system, shall be

1 allowed to select platoon assignments based on seniority in grade. Employees may exercise
2 their right to select platoon assignments in accordance with Article II Section 2 of this
3 Agreement whenever a vacancy occurs or whenever additional Fire Fighter/EMT positions are
4 added to the district or become vacated or available. When support division positions other
5 than Civilian Staff are added to the district, or become vacated or available, or are considered
6 a “fulltime” position, employees may exercise their right to select said positions in accordance
7 with Article II Section 2 of this Agreement.

8
9 **B. SENIORITY FOR BIDDING (OPERATIONS):** Seniority of officers shall be
10 computed from the date the officer was appointed to that position, for the purpose of bidding
11 for a vacant position only. In all instances, in the event that more than one employee is
12 appointed on the same date, the employee appearing in the highest order on the eligibility list
13 shall be senior to the other(s). Departmental Seniority shall break any further tie.

14
15 **C. SENIORITY FOR BIDDING (SUPPORT):** Seniority of personnel for the purpose of
16 bidding to the Support Division Positions such as Fire Marshal, Training Chief, EMS Chief, or
17 similar positions shall be computed based on date of most recent hire, not appointment to rank.

18
19 **D. CALLING A BID SESSION:** When a vacancy occurs, or when two or more
20 employee requests a bid or when new Fire Fighter/EMT positions are added, the District shall
21 within five (5) days of the vacancy post notice of the vacancy on the bulletin board at each fire
22 station. Within ten (10) days of posting the vacancy, the President of Local 3372 shall
23 designate a date and time for the purpose of convening a bid session for the vacancy and any
24 subsequent vacancies, which occur during that bid session. The Union Secretary shall notify
25 all members of the time and date of the bid session. The Executive Board of Local 3372 shall
26 convene the bid session and ensure that the vacancy or vacancies are properly filled in
27 accordance with seniority. Within five (5) days of the vacancy bid, Local 3372 shall notify the
28 Chief of the outcome of said bid. Transfers to any new station or platoon assignments shall be
29 made no later than 30 days following completion of the bid session.

30
31 **E. FIRE MARSHAL ELIGIBILITY-TO-BID-LIST:**
32 An eligibility-to-bid-list shall be maintained for the position of Fire Marshal. The list shall be
33 valid for a period of two (2) years from each test date.

1 The list shall be set in seniority order; from the most senior to least senior employee that has
2 met the qualification requirements set forth herein.

3
4 **F. FILLING A FIRE MARSHAL VACANCY:**

5 1. The Fire Marshal(s) may open their position during any annual bid or bid out at any
6 other bid session. The subsequent vacancy will then be filled based upon seniority of
7 eligible employees. When a vacancy occurs, the position will be offered to the most
8 senior eligible employee on the eligibility-to-bid-list.

9 2. If the fire Marshal decides to bid out of the position, he/she will return to the platoon
10 system as a firefighter at the rank of Private and shall receive pay commensurate to a
11 private's pay scale.

12 3. If the most senior eligible employee declines to bid to a vacant Fire Marshal position,
13 it shall be offered to the next senior and so on. Any employee declining to bid to a vacant
14 Fire Marshal position will retain his seniority privilege for any future vacancy.

15 4. If no employee bids to a vacant Fire Marshal position, the least senior eligible
16 employee on the list shall be ordered to the vacant position until such time a more junior
17 employee becomes eligible to be ordered or an eligible employee bids to the position
18 during a bid session. In the instance that no employee is eligible, the most junior officer
19 shall be "ordered" to that position. Any employee ordered to a vacant Fire Marshal
20 position will retain his seniority privilege for any future vacancy.

21 **F.1 FILLING A BATTALION VACANCY**

22 a. When a vacancy occurs, the position will be offered to the most senior eligible
23 employee as described above.

24 b. If the most senior eligible employee declines to bid to the vacant Battalion
25 position, it shall be offered to the next most senior eligible person and so on until
26 an employee accepts the position.

27 c. If no employee accepts the vacant Battalion Position, the least senior eligible
28 person as defined above, shall be ordered to the vacant position until such time a
29 more junior employee becomes eligible, or a more senior eligible person bids to
30 the position during a bid session.

31 d. If there are no eligible employees to fill the vacancy, then the position may go to a
32 bid to be filled by any Captain as a temporary assignment until such time as an

1 employee meets the qualifications to bid the position permanently. If no Captain
2 bids the temporary assignment, then the most Junior Captain will be ordered to
3 that position until such time another employee becomes eligible to be ordered in
4 to the position or meets the requirements to bid the position permanently.

5 e. Battalion Assignments of EMS Chief and Training Chief will be chosen by
6 Battalion Chiefs based upon their seniority in grade. Departmental seniority
7 shall break all ties.

8 f. Battalion Assignments shall be chosen at any bid session. A Battalion
9 Chief shall not be eligible to open his assignment until he has served in the
10 respective assignment for at least one year.

11 g. Additional Battalion Collateral Assignments will be chosen by Battalion
12 Chiefs based upon their seniority in grade. Departmental seniority shall
13 break all ties.

14 **G. CIVILIAN STAFF EXEMPT:** Employees working as Civilian Staff, such as secretaries,
15 Chiefs and the like, as well as Dispatchers, will be restricted to the position(s) in which they
16 were hired for and will not be eligible to transfer or bid. Civilian staff employees are further
17 restricted from bidding to or becoming a Firefighter/EMT, Lieutenant, Captain, Battalion
18 Chief, Assistant Chief, Deputy Chief, Department Chief, Fire Marshal, Fire Inspector,
19 Investigator, Training Director, EMS Director, Assistant Fire Marshal, Assistant Training
20 Director, Assistant EMS Director, or any other similar positions.

21
22 **H. PROBATIONARY EMPLOYEES EXEMPT:** Probationary employees shall be exempt
23 from the bid process and may be temporarily assigned to a shift, platoon, or position until the
24 employee has completed probation. The Chief of the department will have the authority to
25 transfer probationary firefighters, as he deems necessary for training and evaluation. If a
26 probationary employee is assigned to a platoon, shift, or position, that does not preclude a
27 more senior member from bidding to that position, thus forcing the probationary member out
28 of said position. Once the employee has completed probation, the chief shall notify the union
29 of such, and the union shall convene a bid session to fill any new or vacant positions.

30
31 **I. RIGHT TO BID WHILE ON LEAVE:** Any member, who is out of work due to an

1 injury or illness, or any form of leave, may bid for any open position, or bid for a position into
2 a Special Division if so qualified. The said member shall not forfeit or lose any seniority
3 benefits in time in grade while on a “job-related” injury or illness status.
4

5 **J. ANNUAL BID:** In addition to the vacancy bid, an annual bid shall be held during the
6 first week of November of each year for voluntary bidding. These transfers would go into
7 effect after January 1st and be completed by January 15th. Within five (5) days of the annual
8 bid, Local 3372 shall notify the Chief of the outcome of said bid. When movement or transfer
9 is voluntary and not a “forced transfer” as a result of a promotion, staffing increase, or new
10 assignment, the district will not be required to pay overtime.
11

12 **3. TEMPORARY SERVICE OUT OF RANK**
13

14 A. At times, due to vacancies and leaves, and in a mutual effort to fulfill the obligation
15 set forth under the minimum staffing section, the Local and the district agree to allow
16 firefighters that have successfully passed and placed on the Lieutenants promotional eligibility
17 list, to act in place of a Lieutenant. During that time, the firefighter will be considered as
18 “acting out of rank” and will be compensated at the rate of a Lieutenant.
19

20 B. It is further agreed upon, that at any time, when a Lieutenant acts out of rank to fill a
21 Captain position, and/or a Captain acts out of rank to fill a Battalion Chief position, then each
22 will be considered as “acting out of rank” and will be compensated at the rate of pay for the
23 position that he/she is said to be acting for.
24

25 C. It is further understood, that with the mutual agreement of both parties, the district
26 may create one or more daytime positions to facilitate trainings and instruction to new hires
27 through a Training Academy, or to instruct department trainings such as EMS refresher class.
28 When the need arises for such a position(s), it is agreed upon that the district will maintain the
29 minimum staffing levels as set forth herein, and then each employee will be considered as
30 “acting out of rank” and will be compensated at the rate of pay that is one grade higher than
31 that of what he/she is currently being compensated. Upon the completion of the training
32 academy or assignment, then the employee will revert back to his/her normal rate of pay.
33

1 D. Any person acting out of rank shall only be compensated as out of rank, for the
2 specific shift that they are said to be acting for. If an employee works any shift other than that
3 specific shift, they will be compensated at his/her regular rate of pay.
4

5 E. Any person acting out of rank shall not be considered to have that rank, be addressed
6 at that rank, use the title of that rank, or wear an insignia, badge, pins, etc... of that rank.
7 They will be recognized for the rank in pay for monetary purposes only.
8

9 E. If an officer is unable to work for a period of sixty (60) consecutive days or more, this
10 shall be considered a long-term absence in which the employees who have successfully placed
11 on the appropriate promotional list shall be offered the opportunity to voluntarily transfer and
12 act Out of Rank to cover the long-term absence and to be compensated appropriately. Should
13 no eligible person accept the opportunity to voluntarily transfer on such temporary
14 assignment, or should the list have been exhausted, or in the absence of a list, then the long-
15 term absence will be filled in accordance with the remainder of Article II, Section 3.
16

17 4. STAFFING

18 1) A. The department will be staffed with no less than forty-six (46) employees of which
19 include the Chief, an Assistant Chief, (2) Battalion Chiefs; of which one will be the Battalion
20 of Training and one will be the Battalion of EMS, Four (4) Captains, sixteen (16) Lieutenants,
21 twenty (20) Fire Fighters/EMT and one (1) Fire Marshal. The Chief will not be a member of
22 the bargaining unit.

23 C. In the event of any district merge, minimum staffing levels will be no less
24 than what is currently in effect in each fire district involved in the merge. The contract will
25 reflect these changes.
26

27 D. This section does not limit the District from hiring more than forty-six (46)-employees
28 during the term of this contract.
29

30 5. MINIMUM STAFFING & FACILITIES

31
32 A.1. Minimum staffing will be such that each shift within the platoon system is covered

1 with no less than ten (10) union members. It shall be further defined that there shall be no less
2 than five (5) officers and five (5) firefighters (not including the Chief of Department,
3 Operation Chief, Assistant Chief, Deputy Chief, Division Chiefs, and members working the
4 Support Division such as the Fire Marshal, Training officer, or EMS Officer) on duty at all
5 times. Any leave created by the fire marshal's absence shall be filled with a union member on
6 an as needed basis, as determined by the current workload within that division.

7
8 B. Whenever there is a national, statewide, or local disaster or emergency, which affects
9 the Town of Coventry, the minimum staffing shall be increased, per department
10 policy as developed and agreed upon with the local, until the emergency is officially
11 declared over.

12
13 **6. LAYOFFS AND CONTRACTING OUT**

14
15 A. Should conditions require a layoff, employees with the least departmental seniority
16 shall be laid off first. Employees shall be called back from layoff by departmental seniority,
17 the employee with the highest departmental seniority being the first to be called back.

18 B. The District agrees not to contract out any work normally performed by employees at
19 the present time without approval of the Union.

20
21 **6A. SUCCESSOR AND ASSIGNEE CLAUSE**

22
23 A. Work presently performed by employees in the bargaining unit shall not be performed
24 or given to any other Fire District, District employer, employee, or independent contractor. If,
25 at any time during the term of this Agreement, the Central Coventry Fire District decides to
26 form a working agreement with another Fire District/Department, or the Town of Coventry
27 decides to create a Municipal Fire Department, the members covered by this Collective
28 Bargaining Agreement shall be guaranteed their current positions, wages, benefits, working
29 hours and other conditions of employment as set forth in the current Agreement in whatever
30 entity may be created.

31 B. This agreement shall be binding upon the successors and assigns of the Central
32 Coventry Fire District, and no provisions, terms, or obligations herein contained shall be
33 affected, modified, changed or altered in any respect whatsoever by the consolidation, merger,

1 annexation, transfer, or assignment of the Central Coventry Fire District, or by any change
2 geographically, or otherwise, in the location or place of business of the Central Coventry Fire
3 District. In the event of a consolidation, merger, annexation, or transfer, the only Articles that
4 shall be opened, shall be those articles that are mutually agreed upon by the Local and the
5 district.

6
7 **7 PROBATION PERIOD**

8
9 A newly hired employee will serve a probation period of one (1) year. The probationary period
10 for new employees shall begin on the member's first day of full-time employment after the
11 initial nineteen (19) weeks of training and shall end after one full year of employment.

12 All parts of the contract are in effect for the employee on probation. If the newly hired
13 employee does not perform satisfactorily as a Fire Fighter/EMT during the probation period,
14 the District can terminate the new employee or extend the probation period.

15
16 **7 A. Probationary Firefighter Limitations**

17 Probationary Firefighters will be constrained to the following limitations:

- 18 1. A probationary firefighter shall not be eligible for overtime until successfully
19 completing six months of probationary time.
 - 20 i. The probationary firefighter may not take any overtime
21 assignment that creates a situation where two (2) probationary
22 firefighters would be working together.
 - 23 ii. When filling overtime, a probationary firefighter should not be
24 offered an overtime assignment that creates a situation where two
25 (2) probationary firefighters would be working together. If this
26 should occur, it is treated as a bye and the overtime list is not
27 marked, but left blank.
- 28 2. Probationary firefighters may not fill civic details. They are eligible to fill details
29 when they have successfully completed their probationary period.
- 30 3. Two probationary firefighters may not work together, on the same shift assignment.
- 31 4. Probationary firefighters are allowed to swap shifts with other employees as long as
32 the swap does not create a situation where two (2) probationary firefighters will be working
33 together.

1 5. Probationary firefighters may participate in the bid process per Article II, Section 2.
2 However, the result of a bid must be such that no two probationary firefighters are working
3 together on the same shift assignment. If the result of a bid does present with two
4 probationary firefighters working together, there are two possible solutions.

5 a. The bid implementation date is delayed until one or both of the probationary
6 firefighters have successfully completed their probationary period, or;

7 b. A temporary and voluntary transfer of other employees on the platoon is agreed
8 upon until one or both of the probationary firefighters has successfully completed the
9 probationary period.

10 6. At the discretion of the Chief, probationary firefighters may be moved from their bid
11 positions to other platoons for any amount of time for training and experience purposes.

12 **8. PROMOTIONS**

13 1. All vacant or new positions shall be subject to the testing, promotional, and transfer
14 procedures established by the District and Local 3372. Eligibility and qualifications for all
15 vacant or new positions shall be worked out between the District and the local unless provided
16 for herein.

17
18 2. Appointment or transfers to newly established or vacant positions, with the exception
19 of the position of Chief, shall be offered to present fulltime Firefighters/ EMT's of the District,
20 provided they are qualified for the position being filled. The Board of Directors and Local
21 3372 shall establish qualifications for any new or vacant positions.

22
23 3. All current employees will be allowed to apply and compete for the Chief's position
24 should a vacancy arise. Should no current employee desire appointment to the vacant position
25 of Chief or meet the qualifications as set forth by the district and the local, appointment will be
26 made from an appropriate eligibility list of outside candidates established by the District and
27 Local 3372.

28
29 4. Additional ranks such as, but not limited to District Chief, Deputy Chief, etc... may
30 be added to the district and to the Chain of Command in the future. The District and Local
31 3372 shall agree upon a testing/ promotional process similar to the testing process for
32 Lieutenants, Captains or Fire Marshal, and appointments to these positions shall come from
33 this list.

1
2 5. In the future, the district may add “full-time”, permanent, day positions. Any such
3 position shall be filled based on seniority and will be subject to the eligibility requirements set
4 forth and agreed to by the district and the Local, similar to the procedures of the Fire Marshal.
5

6 6. Should no member apply for the appointment, requests a transfer, or bid to the new
7 position or vacancy, the District may order the least senior officer to said position until such
8 time that another eligible employee requests a transfer to that position or vacancy and/or an
9 appropriate eligibility list is established by the District and Local 3372.
10

11 **8A. PROMOTIONS AND TRANSFERS FOR OFFICERS AND SUPPORT POSTIONS**

12 **1. General:**

13 All promotions will be made from presently employed members, based on the results of a
14 competitive written exam, seniority, oral board, and education points, with the exception of the
15 Fire Marshal, Division Chiefs, Battalion Chiefs or similar support positions. Said support positions
16 shall be subject to promotional or transfer procedures that are mutually developed by the district
17 and the local, or as outlined in the foregoing subsections.

18 All notice of promotional exams for Lieutenant and Captain will be posted on the last Friday of
19 August of every ODD year. (ie. 2011, 2013, 2015 etc.) All notice of promotional exams shall
20 contain: Source of materials from which the written exam will be taken, as well as the percentage
21 of questions from each item. Applications to take promotional exams will be received by Chief of
22 the Department or his secretary, and mechanically date and time stamped, no later than 5PM on
23 the last Friday of September of that ODD year. All promotional exams will be held on the first
24 Saturday of November of that ODD year. For the purpose of this section, and clarification as to
25 when the next promotional test should be posted, it is understood by both parties that the next
26 promotional exam shall be posted on the last Friday of August 2011 and each odd numbered year
27 thereafter. Support division promotion/transfers shall follow a similar posting, application, and
28 exam date format and shall be mutually agreed upon. At no time shall a Support Division exam be
29 held less than thirty (30) days from the date of any Officers exam. Any and all current or
30 established promotional /eligibility lists shall remain in effect until a new list is established, upon
31 a newly established list, any and all previously established lists shall be abolished and considered
32 null and void.

33 **1.1 VOLUNATAY DEMOTION IN RANK:** Any officer that voluntarily chooses to resign

1 his/her rank may do so; however he/ she shall not be eligible to participate in the next promotional
2 exam process and shall return to the rank of private maintaining all departmental seniority. If such
3 resignation is served upon the district within six months of accepting the position/promotion then
4 employee may return to his/her previous assignment without prejudice.
5

6 **2 STUDY MATERIAL:** One copy off all source materials shall be provided for the in-
7 station use of employees preparing to take such examinations. Promotional testing material shall
8 consist of the present labor agreement, Current General Orders and SOP's, the most current RI
9 EMS Protocols, and one Fire Service related book that will be mutually selected by the chief of the
10 department and the union.

11 **3. Written Exam – worth up to Fifty (50) Points.**

12 The written exam shall be prepared by a nationally certified testing company. All questions shall
13 be derived from the study material listed above. The exam shall be kept in the original shipping
14 package and shall remain unopened until the exam is ready to be administered. The exam material
15 shall be opened in the presence of a union representative. The written portion of the promotional
16 examination shall consist of 100 multiple-choice and/or True/False style questions. No essay-type
17 questions or fill-in-the-blank will be used for the examination. No trick questions shall be used;
18 the questions shall be clear, concise, and direct. Each question shall be worth one (1) point. The
19 written portion shall be corrected using an annotated answer key provided by the testing company,
20 and shall be corrected by the Chief's designee in the presence of the candidate and a representative
21 of the union executive board immediately after the completion. The candidate's score shall be
22 made immediately available to the individual candidate. Upon written request of the local, the
23 district shall provide a complete review of the test. Said review shall be held within forty-eight
24 hours from the date of the written request. During such review, any candidate shall have the
25 opportunity to challenge the validity and accuracy of any question. If during said review, the union
26 feels as though an answer or question was erroneous, inaccurate, or worded unclear or that the
27 final answer after the review was not accurate or correct, and the Chief or designee also concur,
28 then the question shall be struck from the exam and the total shall be recalculated based on the
29 final number of questions.

30 The final calculation of the written exam shall be determined by dividing the total number of
31 correct answers by two. (i.e.: Candidate A answers seventy-five questions correctly, his total
32 points earned for the written portion of the examination process will be 37.5 points)
33

1 **4. Seniority Points - Maximum of Thirty (30) points.** All employees taking the
2 promotional exams for any promotion shall receive Seniority Points. Seniority points shall be
3 awarded based on departmental seniority at one point for every full year of service. No partial
4 seniority shall be awarded. The date of written exam shall be the last date for accrual of seniority
5 points. (ie: Candidate “A” hire date was September 15th 2000, Candidate “B” hire date was
6 December 15th 2000, the examination is November 1, 2010, Candidate A has completed 10 full
7 years of service, Candidate B has completed 9 full years of service, therefore Candidate A receives
8 10 points and Candidate B receives 9 points.

9
10
11 **5. Oral Exam. Maximum of Ten (10) points.**

12 There shall be an oral exam consisting of three full-time officers holding the rank of Captain or
13 above, and shall be from full-time, career departments outside of the Town of Coventry. The Chief
14 of the department shall select one examiner, the union shall select one, and those two examiners
15 shall mutually pick the third examiner. The three examiners and the candidate shall be the only
16 persons allowed in the exam room during the oral exam. Upon the completion of the oral
17 examination process, the candidate shall be given his/her score in writing, to include all
18 calculations that resulted in the final score. The final calculations will be tabulated in the presence
19 of one district designee and one union designee. The oral exam shall be held no later than twenty-
20 one days from the date of the written exam.

21
22 **6. Educational Points- Twenty (20) Point Maximum**

23 Educational points shall be awarded to each employee based on the following schedule up to a
24 twenty point maximum:

- 25 • Ten (10) points for a Bachelors degree
- 26 • Five (5) Points for an Associates Degree
- 27 • Two (2) Points for “Pro-Board” certified course over forty (40) hours.
- 28 • One (1) point for each fire/EMS service training certificates.

29 All candidates will have to show proof of courses by certificate or transcript from a school. All
30 proof of education must be earned and submitted to the Chief no later than forty-eight (48)
31 hours prior to the start of the written examination. All calculations of educational points shall
32 be verified between the Chief and the Local prior to the written exam.

1 **8 B. QUALIFICATIONS FOR LIEUTENANT, CAPTAIN, OR BATTALION CHIEF**

- 2 1. To be eligible for promotion to Lieutenant, Captain, or Battalion Chief, the employee must
3 hold Certification as NFPA Fire Fighter Level 1 & 2 (1001) and have a valid Rhode Island
4 EMT-C/ EMT-P License by the date of posting of application.
5
6 2. To be eligible to take the examination for promotion to Lieutenant, the employee must have
7 earned five (5) years of departmental seniority by the date of the written exam.
8
9 3. To be eligible to take the examination for promotion to Captain, the employee must be a
10 Lieutenant with five (5) years in grade by the date of the written exam.
11
12 4. To be eligible for promotion to Battalion Chief, the employee must be a Captain with two (2)
13 years in grade by the date of the promotion.
14
15 5. For the purpose of this Sub-Section, all seniority and time served in grade shall be computed
16 up to and including the date of the written exam.
17
18 6. If there are no eligible employees that meet the qualifications as set forth herein, the vacant or
19 newly established position will be subject to ARTICLE II, Section 3 Titled TEMPORARY
20 SERVICE OUT OF RANK, and the district will forgo any testing, promotions or assignments
21 to said position until the next testing year as described herein to fill the position.
22

23 **8 C. QUALIFICATIONS FOR FIRE MARSHAL**

- 24 1. An assistant Deputy State Fire Marshal Certification or equivalent as required by law
25 shall not be required at time of bid. Should the employee whom bids to a Fire Marshal position
26 not have this certification, he/she shall be required to attend the first available class offered by the
27 State of R.I. and obtain such certification upon completion the class. The costs of the class shall be
28 paid for by the district. The employee will only be allowed one attempt to receive such
29 certification.
30
31 2. The Fire Marshal(s) shall maintain the Assistant Deputy State Fire Marshal
32 Certification as a condition of holding the Fire Marshal Position. The District shall be required to
33 provide any re-certification or new certification requirements required by law. The district shall

1 pay all costs associated with training and re-certification, to include training pay if said training is
2 not conducted during regular scheduled working hours.

3
4 3. Employees must have 10 years of continuous service with the Central Coventry Fire
5 District by the closing date of application for the exam to be eligible to test for the Fire Marshal
6 eligibility list.

7
8 4. Employees must pass a Fire Marshal Exam administered by the Central Coventry Fire
9 District. The exam will be a pass/ fail exam consisting of only true and False and/or multiple
10 choice style questions taken from one book of the Chief's choice. Such book shall be of general
11 knowledge related to the position of Fire Marshal and shall not include any fire code related
12 questions. Exam materials and exam date shall be posted sixty (60) working days prior to the date
13 of the exam. A score of seventy (70%) percent correct or higher shall be considered a passing
14 score. The exam score is only used to determine a pass or fail status and shall have no bearing on
15 eligibility.

16 5. Employees shall already be a district officer in rank of lieutenant or higher, OR, must
17 be a qualified candidate on the Lieutenant's Promotional list.

18
19 6. Employees shall hold at minimum, an EMT Basic License and maintain such license
20 while occupying a Fire Marshal Position. The district shall pay all costs associated with re-
21 certification, to include training pay if said training is not conducted during regular scheduled
22 working hours.

23
24 7. Candidates shall not be required to have Arson Investigation Training at time of the
25 bid, however, if employee does not have said training, they shall be required to obtain such
26 training and acquire credentials. Only one opportunity shall be provided. Arson Investigation
27 Training will be provided after the employee has successfully obtained an Assistant Deputy State
28 Fire Marshal Certification. At no time, shall a Fire Marshal be required to attend both
29 classes/trainings simultaneously. The district shall pay all costs associated with training and re-
30 certification, to include training pay if said training is not conducted during regular scheduled
31 working hours. The employee will be allowed one attempt to receive such credentials.

32
33 **8 D. ELIGIBILITIES & RESTRICTIONS AS FIRE MARSHAL(S):**

1 1. The Fire Marshal(s) shall be eligible to remain on the Promotional Lists if he/she
2 was on such a list at the time of the bid and shall be eligible to accept such promotions if
3 offered, thus creating a vacancy for Fire Marshal(s).

4
5 2. The Fire Marshal(s) shall be eligible to take promotional exams for the rank that is one
6 grade higher than the rank that he/she held prior to bidding to a Fire Marshal position,
7 provided that he/she meets all contractual requirements for such rank.

8
9 3. The Fire Marshal(s) shall not be eligible to work regular or overtime shifts within the
10 platoon system and/or detail assignments that are normally and regularly offered to the
11 employees within the platoon system. This does not preclude the fire marshal from being
12 compensated for overtime hours worked when responding back to emergency incidents,
13 training, re-certification, or special details while he/she is normally scheduled to be off duty,
14 or when he/she is requested to be held over his normal working hours by the Chief of the
15 department, or the Chief's designee when needed to perform the duties of fire marshal.

16 **8 D.1 QUALIFICATIONS TO BID TO BATTALION CHIEF**

- 17 a. Two (2) consecutive years holding the rank of Captain.
18 b. Successful completion of the following accredited courses:
19 i. Firefighting Tactics and Strategy
20 ii. Officer Leadership
21 iii. Municipal Fire Administration
22 iv. Fire Hydraulics and Equipment
23 c. OR, in lieu of item b as described above, an Associate's Degree or greater in Fire
24 Science.
25 d. The courses listed in b. above may be taken per the stated title or any course that may
26 be equivalent. The course may be taken by attending the program or completing the
27 program through the internet. In either case, the course taken must be accredited
28 through a recognized institution. Any contention as to whether a course or class will
29 count towards a class as described in b.; the President of the Local and the Chief shall
30 need to mutually agree.
31 e. Must have and maintain an EMT Cardiac Licensure.

1 f. Proof of education requirements herein shall be submitted to the Chief of the
2 Department no less than 72 hours prior to a bid session and the Chief of the
3 Department shall have validated the courses in writing no later than 24 hours prior to a
4 bid session. Any contention to the validation decision of the Chief will be mutually
5 reviewed by the President of the Local and the Chief of the Department prior to the
6 bid session.

7 **8 E. Testing and Scoring Procedures: ALL EXAMS**

8 1. All promotional testing shall be conducted by a nationally recognized outside testing
9 agency/organization mutually selected by the District and the union, unless otherwise provided for in
10 this agreement.

11
12 2. The district shall provide the testing agency with a copy of all study material as outlined above
13 and the test shall be developed based on an equal number of questions for each piece of study
14 material. (ie: five pieces of study material would mean that there should be 20% of the questions
15 from each subject of study material.)

16
17 3. The candidate's final score shall be calculated by adding the employees points earned for the
18 written exam, seniority, education, and oral exam. A minimum overall score of sixty (60) is
19 needed to be placed on the promotional list. The employee that achieves the highest overall score
20 will receive the promotion(s). The remaining candidates will rank on a promotional list according
21 to their overall score. In the case of a tie score, departmental seniority will be deciding factor.

22
23 4. All promotions to vacancies shall be made pursuant to the time schedule as specified within
24 Article II, Section 2 of this Agreement, Titled "Bid".

25
26
27 **8 F. Work Relief:**

28 The district shall provide work reliefs for members who are on duty in order to take the Promotional
29 Examination without requirement to make up the time.

30 The district shall also provide work reliefs for members who are on duty if they are being promoted or
31 recognized at any departmental function or ceremony, without requirement to make up the time. In the
32 event an employee or employees participating in taking the Promotional exams, or participating in a

1 departmental function/ceremony reduces the workforce below minimum staffing levels, the Chief shall
2 order off duty employees to fill in for those employees being granted work relief in accordance with
3 the Collective Bargaining Agreement between the parties. This shall be the only instance where the
4 minimum number of Officers or the minimum number of privates on duty may be temporarily reduced
5 to facilitate the requirements of this section.

6
7 **9. HOURS**

8 A. All employees including the Captains, the Lieutenants and the Fire Fighter/EMT
9 personnel shall work a rotating shift schedule of two (2) ten (10) hour dayshifts, followed by
10 two (2) fourteen (14) hour nightshifts, followed by four consecutive (4) days off. This rotating
11 shift schedule is based upon an average forty-two (42) hour workweek over an eight (8) week
12 cycle.

13 This rotating schedule will consist of dayshifts beginning at 0700 hours and ending at 1700
14 hours, and nightshifts beginning at 1700 hours and ending at 0700 hours on the following day.

15 B. The Fire Marshal shall be assigned to a 40 hour workweek, working four (4), ten (10)
16 hour days each week. The workweek will be set as Tuesday through Friday, 0700-1700.

17 C. The district may establish a day position to assist in facilitating the training of new
18 employees, conduct trainings for all employees, or to assist the fire chief as needed. Any such
19 position shall be filled based on seniority and subject to the eligibility requirements set forth
20 and agreed to by the Chief and the Local. The employee(s) holding this position will work a
21 five (5) day schedule from Monday to Friday consisting of forty (40) hours per week with
22 holidays off. All vacancies created within the platoon system by such a position shall be filled
23 with overtime.

24 D. The Battalion Chief of Training and the Battalion Chief of EMS will be assigned to a
25 forty (40) hour workweek, working four (4), ten (10) hour days each work week, weekends
26 and holidays off. The workweek will be set as Monday through Friday, 0700-1700 with the
27 actual days worked each week chosen by the employee the week before, thus allowing for
28 flexibility to the employee so long as the employee works forty hours in a pay period. During
29 a training academy or a recruit school, the employee holding the position of Training Chief
30 shall work a five day schedule consisting of Monday- Friday 0800-1600 with all weekends
31 and holidays off.

32
33 **10. SUBSTITUTIONS**

1
2 Any member substituting for another employee shall not be considered on callback time or
3 over time, and there shall be no compensation therefore. No approval is required for
4 substitutions, but the employee must fill out the appropriate form prior to the start of the shift.
5 No form is required for substitutions less than a full shift. Any employee, while substituting
6 for another employee, shall be considered to be on duty, in the employment of the District, and
7 shall be subject to the same rights, benefits, privileges, and other aspects of this agreement, as
8 well as any statutes relating to employment, as he/she would if he/she were on duty working
9 his normally assigned shift. Support personnel such as the fire marshal, training officer, or the
10 EMS officer may not substitute for employees working within the platoon system.

11
12 **11. CLOTHING ALLOWANCE**

13
14 A. All fire fighters will comply with the dress code as issued by a committee designated
15 by the Chief of the department and the union. This dress code shall be designed for safety of
16 all personnel, uniformity of appearance, and easy identification of district Fire personnel by
17 the public. Each employee shall be responsible to wear presentable uniforms while on-duty for
18 the fire district. Worn or faded clothing; torn clothing; stained shirts, pants, hats, jackets, etc.
19 are not acceptable and are required to be replaced with presentable uniform apparel utilizing
20 the individual's clothing allowance.

21 B. A newly hired fire fighter/EMT will receive a full year's clothing allowance of
22 \$1500.00 immediately upon appointment, after successful graduation of recruit school, to
23 purchase Class A & B clothing and incidental supplies; however, should the fire fighter/EMT
24 fail to complete his/her probationary period for any reason, he/she shall pay back a pro-rated
25 share of the allowance. All uniforms shall conform to the class contained in the appropriate
26 edition of NFPA recommendations.

27 C. The District shall initially provide to all newly appointed employees assigned to the
28 four-platoon system, two (2) badges, one small shirt badge and one larger coat badge, two (2)
29 sets of collar insignias and all appropriate patches.

30 D. In the event that an employee is promoted or permanently assigned to a position other
31 than his/her initial or presently assigned position, the District agrees to provide any additional
32 uniform items, which may be required for the new position such as badges and collar pins, and
33 to include new Class A hardware and accessories..

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

4 F. All employees assigned to the four-platoon system, and the Fire Marshal position or
5 the Special Services/Support Division, shall be paid a clothing maintenance allowance of
6 \$1,200 per year. Beginning April 1, 2012, clothing allowances shall be paid in full on the pay
7 period following the employee's anniversary date. The employee should submit a request form
8 at least two weeks prior to his/her anniversary date to assure timely compensation. For
9 implementation purposes, it is understood that employees with a hire date on or between
10 January 1 and March 31 shall receive their clothing allowance on the first pay period
11 following April 1, 2012 for that calendar year; the next payment for clothing allowance for
12 such employees will be on their respective anniversary date in 2013.

13 G. For each (6)-month period that an employee is out of work, he/she will forfeit 50% of
14 the payment.

15 H. All members of the bargaining unit shall be required to have a department prescribed
16 Class A Dress Uniform. Each employee shall maintain a Class A uniform in serviceable
17 condition and shall present such uniform to the District for inspection purpose when requested
18 on an annual basis.

19 I. The Chief of Department can require a Class A Dress Uniform for indoor details
20 based on the type of said detail. For all types of fire watches (indoor and outdoor), and all
21 outside details, the prescribed uniform shall be the Department's station uniform.

22 J. The Fire District will pay the Union, tax free, on or before the pay period of each
23 employee's anniversary date, the monies allotted for clothing allowance. The Union will
24 manage the disbursement to the employees. The union shall disperse the monies to each
25 employee within seven days of receipt of payment from the district, but not sooner than the
26 employees anniversary date. Under no circumstances will any of this money be paid directly
27 to an individual employee by the District, nor will the money be used for anything other than
28 required uniforms, equipment, or maintenance. The Union shall indemnify and hold the
29 District harmless for any breach of the Union's obligations under the provisions of this
30 paragraph, so long as the district funding has been provided to the local on or before the pay
31 period following each employee's respective anniversary date.

32
33 **11A. PROTECTIVE EQUIPMENT**

1 The Fire District agrees to provide and maintain to its permanent employees a set of NFPA
2 approved protective turnout gear and any other protective equipment needed to safely perform
3 the employee's duties. Protective equipment shall include, but not be limited to: Nomex Hood,
4 Turnout Coat, Bunker Pants, Bunker Boots, Suspenders, Helmet, Gloves, and an SCBA mask.
5

6 All new employees shall be issued brand new protective clothing specifically ordered and
7 fit for that employee. Protective clothing for new employees shall be ordered at least
8 fourteen (14) days prior to the employee being placed on the platoon system. Recycling
9 or re-issuing of protective clothing is not allowed. NFPA compliant PPE shall be
10 assigned to the recruits' during the fire academy and for use during their initial
11 assignments in the station.

12 Any uniform clothing or protective equipment, as listed in this section and Article II,
13 Section 11, issued by the District to a bargaining unit employee, which is damaged or
14 destroyed beyond repair or which is in need of replacement, shall be ordered within fourteen
15 (14) days of date of damage or notice of damage.
16

17 Upon retirement, the employee may keep all badges, collar pins, helmets, shields and/any
18 and all issued equipment, with the exception of portable radios and SCBA masks.
19

20 **12. DEFERRED COMPENSATIONS PLAN & OTHER INVESTMENT PLANS**

21 The Fire District will provide payroll deduction for a Deferred Compensation Plan. The district
22 will provide payroll deduction for other employee funded investment plans of the employees'
23 choice providing the district is able to facilitate the transfers. Local 3372 will work out the
24 mechanics and choice of plans offered.
25

26 **ARTICLE III**
27 **COMPENSATION**

28 **1. SALARIES**

29 A. The following weekly salary scale will be in effect for the full-time personnel of the Fire
30 District.
31

32 The following weekly salary scale will be in effect for the full-time personnel of the Fire District:

| | <u>4/1/12</u> | <u>4/1/13</u> | <u>4/1/14</u> |
|--|---------------|---------------|---------------|
| 1 Battalion of Training (Division Chief) | \$1204.30 | 1228.39 | 1252.96 |
| 2 Battalion of EMS (Division Chief) | \$1204.30 | 1228.39 | 1252.96 |
| 3 Battalion Chief & Captain | \$1145.49 | 1168.39 | 1191.76 |
| 4 Lieutenants | \$1030.52 | 1051.13 | 1072.15 |
| 5 Firefighter/EMT Over 36 Months | \$980.48 | 1000.09 | 1020.09 |
| 6 Firefighter/EMT Over 24 Months | \$887.27 | 905.01 | 923.11 |
| 7 Firefighter/EMT Over 12 Months | \$808.50 | 824.67 | 841.16 |
| 8 Firefighter/EMT | \$729.72 | 744.31 | 759.20 |
| 9 Fire Marshal | \$1204.30 | 1228.39 | 1252.96 |

11 Incentive Allowances:

12 All Employees holding Rhode Island Certification as an EMT-Cardiac Technician shall
 13 receive additional incentive pay based on the following schedule:

14 Schedule: As of 4/1/2012\$40.00 per week

15 All Employees holding certification as a nationally registered EMT-Paramedic shall receive
 16 additional incentive pay based on the following schedule:

17 Schedule: As of 4/1/2013\$60.00 per week

18 An employee shall only be paid for EMT-C or EMT-P, not both.

19
 20 C The regular hourly rate of pay for all full-time employees who work the four platoon rotating
 21 schedule shall be equal to one forty-second (1/42nd) of his/her regular weekly pay.

22
 23 D. The base salary of the Battalion Chief of Training and the Battalion Chief of EMS shall be
 24 calculated on a forty-hour work week. The regular hourly rate of pay for the Battalion Chief of
 25 Training and the Battalion Chief of EMS shall be one fortieth (1/40) of the regular weekly pay.

26
 27 **2. PAID HOLIDAYS**

28
 29 A. Legal holidays as defined by this Agreement will be:

| | | |
|----|------------------------|------------------|
| 30 | New Year's Day | Labor Day |
| 31 | President's Day | Columbus Day |
| 32 | Martin Luther King Day | Veterans Day |
| 33 | Memorial Day | Thanksgiving Day |

| | | |
|---|------------------|------------------|
| 1 | Memorial Day | Thanksgiving Day |
| 2 | Independence Day | Christmas Day |
| 3 | Victory Day | |

4 B. All full-time employees will receive eleven (11) hours of pay at their regular hourly rate of
5 pay for all legal holidays. This holiday pay is in addition to the normal weekly pay and is payable to
6 the employee whether the employee is on duty or not when the holiday occurs.

7 C. Beginning on April 1, 2013, any employee that physically works the entire holiday shift shall
8 receive differential compensation of \$50.00 dollars for each ten or fourteen hour shift worked on the
9 Holiday, beginning on April 1, 2014 any employee that physically works the entire holiday shift shall
10 receive differential compensation of \$75.00 dollars for each ten or fourteen hour shift worked on the
11 Holiday. For calculation purposes, the holiday is defined as the day or night shift of the calendar day
12 for which the holiday is celebrated. Differential pay will not be paid to employees working the night
13 shift preceding the holiday, even though some hours may fall into that calendar day; or any employee
14 that is on overtime covering a vacancy. An employee is not eligible and will not receive differential
15 compensation on the holiday if leave of any form was used on the employees regularly scheduled
16 holiday rotation (comp, swap or substitution, sick, personal, vacation, bereavement, etc...)

17 D. In addition to the holiday pay as outlined above, Support Division positions such as the Fire
18 Marshal, Fire Inspectors, Training or EMS Chief or the like, other than dispatchers will receive the
19 holiday off with pay if the holiday falls on a regularly scheduled day on. Support Division Personnel
20 shall take off the Friday following a holiday should the holiday fall on a regularly scheduled day off.

21

22 **3. OVERTIME**

23

24 A. DEFINITION: Overtime for employees who work the rotating shift schedule of 2-2-4 shall be
25 defined as time worked in excess of and continuous to a ten (10) hour day tour, or a fourteen (14)
26 hour night tour, or any time that the employee works in excess of his/her normally scheduled hours,
27 or any time an employee works in excess of forty eight hours over a continuous eight day time
28 period. Overtime for employees that do not work on the rotating 2-2-4 platoon schedule shall be
29 defined as any time worked in excess of forty hours per pay period. Overtime will be available only
30 by authorization of the Chief or the Officer in charge of the shift, or the person in charge of that
31 division. Overtime pay shall be given in half hour increments, at a minimum of (4) four hour shifts
32 and shall be at a rate of one and one-half (1-1/2) times the employees' regular hourly rate of pay.

33 B. HELD OVER:

1 An alarm, which is received prior to the end of a shift, shall be the responsibility of and shall be
2 completed by, the shift that is on duty when the alarm is received, unless said officer in charge
3 excuses that shift, or the oncoming shift is available to handle the incident, or an employee
4 substitution has been arranged. When the shift on duty at the time the alarm is received goes over
5 their normal scheduled working hours, they will be considered as "held over", and employees on
6 said shift shall receive overtime pay. Any overtime accrued while being held over will not affect the
7 employee's position on any rotating overtime list and will be paid out in half hour increments at a
8 rate of one and one half times the employees' regular rate of pay.

9 **C. COLLATERAL PAY IN LIEU OF OVERTIME:**

10 Any employee, who attends a training session or seminar with the prior approval of the Fire
11 Chief, while on a scheduled day off, shall be compensated with collateral duty pay (employee's
12 regular hourly rate) for total hours at the training. Any time a Battalion Chief attends a meeting,
13 training session or seminar relative to his rank or Battalion Collateral duty assignment, while off
14 duty on a scheduled day off, shall be compensated with collateral duty pay (employee's regular
15 hourly rate) for the total number of hours at the meeting/training/seminar.

16 Employees that are certified as a NFPA 1041 Instructor or RI EMS Coordinators, who choose
17 to teach or instruct for the District during their regularly scheduled days off, shall be paid with
18 collateral pay.

19 The Chief may also offer employees collateral pay for performing services to the district that
20 the employee may not normally perform, such as facility upgrades, painting, carpentry work, data
21 collection and entry, and the like. Under no circumstance shall an employee be ordered or forced to
22 perform the above services for the district.

23 The above services shall be the only instance in which an employee shall be compensated
24 with collateral pay in lieu of overtime.

25 If an employee is offered collateral duty, he/she is still eligible for regular overtime and may
26 choose to accept an overtime shift if one is offered to him/her, by doing so, it is understood that the
27 employee is turning back the collateral duty assignment for an overtime shift. An employee shall be
28 allowed one "bye" if the employee is offered overtime while already scheduled for a collateral duty.
29 Such bye shall be noted on a "collateral duty bye log" held with the collateral duty list.

30
31 **D. PROCEDURES FOR FILLING OVERTIME FOR THE PLATOON SYSTEM:**

32 Overtime shall be assigned based on a member's seniority. The Chief of Department shall
33 keep an overtime list, through the Officer in Charge of the shift. Said list shall be that of an equalized

1 type list that will attempt to offer the same number of overtime shifts to all employees, regardless of
2 platoon assignment. The bargaining unit and the Chief of Department shall design the mechanics of
3 this list.

4 If a member is called and offered overtime and refuses to accept the overtime, he shall receive a
5 refusal. Members on vacation shall not be eligible for overtime on the day or days for which they are
6 scheduled to be on vacation from their regular shift and shall receive a bye. The days between their
7 regular shifts are not considered as being on vacation and the employee shall be offered overtime and
8 marked as a refusal or an accepted. Any member that is attending a District required training or
9 school etc.,(regardless if the district is paying for the course or training, it must be required and not a
10 voluntary course or training) will not lose their position on the overtime list, should their name come
11 up and shall receive a bye. Members on Leave of Absence, Injured on Duty Status, or Military
12 Leave for a period in excess of seven (7) shifts, shall not receive any byes. Members on sick leave
13 shall receive no more than two (2) byes during each leave. All reference to vacation days shall refer
14 to days and nights equally divided. If a member is called for overtime but cannot be contacted, he
15 shall be rotated to the bottom of the overtime list and the Chief, or his designee, shall attempt to
16 contact the next firefighter on the seniority overtime list. All members will be called at their
17 telephone number of choice first. If no contact is made by phone, then the member of the bargaining
18 unit will be called at the number of second choice, if unable to reach the member, a message shall be
19 left and that member will be given ten (10) minutes to return the call to the station. The ten minutes
20 waiting period shall be waived in cases of emergency, or if the overtime that is to be filled is within
21 two hours of the start of the shift.

22
23 Notwithstanding the above, the Fire Chief has the authority to order any member into work where an
24 emergency exists or the Fire Chief determines, in his discretion, that it is necessary to have additional
25 firefighters on duty.

26
27 Not more than one probationary firefighter shall be able to work any shift at the same fire station,
28 unless authorized by the Chief. When a probationary firefighter is already scheduled for that shift,
29 and the next available firefighter for overtime is on probation, the probationary firefighter will not be
30 called for that overtime and shall be skipped. The next eligible non- probationary firefighter will be
31 offered the overtime shift.

32
33 The District agrees to use the following lists to hire employees for overtime and collateral duty.

- 1 1. DAYTIME FULL-LIST- This list shall be utilized for day shift overtime of ten (10) hours or
2 more.
- 3 2. NIGHTTIME FULL-LIST- This list shall be utilized for night shift overtime of fourteen (14)
4 hours or more.
- 5 2. PARTIAL LIST (Day or Night shifts)- This list shall be utilized for overtime shifts of less than
6 ten (10) hours.
- 7 3. DETAIL LIST- This list is to be used to fill all Civic and Non-Civic Details.
- 8 4. COLLATERAL LIST- This list is to be used to fill all collateral duty assignments.

9 The district agrees to maintain, through the Chief or his designee, an ordered back list that should
10 start with the member having least seniority ordered in first.

11 It is further agreed upon that the Chief and the union may work out the mechanics of the above lists
12 and shall set policy/ general orders to accomplish such, as long as said policy does not conflict with
13 the above. Additional lists may be added if needed, at the request of the union.
14

15 All scheduled overtime shifts shall be filled no earlier than fourteen (14) days prior to the date for
16 which said shift is scheduled. The only exception, for the purpose of this section, would be prime
17 shifts/weeks. Prime shifts/weeks are defined as the day/night and week of: New Years Day, Memorial
18 Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New
19 Year's Eve. Employees with less than ten (10) years of employment will not be allowed to take
20 vacation or compensatory time on a prime holiday if it will result in another member being ordered to
21 work.
22

23 C. Procedures for Filling Overtime for the Fire Marshal Division

24 All vacancies or absences created within the Fire Marshal office by sick, vacation, or personal leave
25 shall be filled by union employees that hold an Assistant Deputy State Fire Marshal certification, and
26 the shift shall be filled in accordance with the current overtime fill policy. Overtime within the fire
27 marshal division shall be filled on an as needed basis, determined by that days scheduled workload.
28 The initials (AFM) shall be placed next to all eligible employees names on the overtime list. Only
29 those persons shall be eligible for overtime within the fire marshal division. Such certification must be
30 produced to the Fire Chief annually to be eligible to be on the list. Any employee that holds such
31 certification shall also be subject to being ordered in to fill the fire marshal vacancy, in reverse
32 seniority if the vacancy cannot be filled voluntarily. The fire marshal shall not count towards the
33 maximum number of employees that are allowed time off.

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If the Fire Marshal uses unscheduled leave, such as sick, comp time or personal leave, he shall make notification to the Officer in charge of the platoon at the time that he is reporting out on leave. The Officer in charge of the platoon will be responsible for filling the shift and updating the employees leave usage log. The officer in charge shall notify the Chief or the Assistant Chief prior to filling the unscheduled leave.

4. CALLBACK

A. Employees of the District, who are requested to respond to an off duty call, and do so, shall be paid at the rate of time and one-half (1-1/2) for all hours worked on that call, with a (4) four hour minimum. Permanent employees will be offered callbacks to work a ten (10) hour, fourteen (14) hour, or any other position on a shift. Callback will be offered using the overtime list(s) already in place. When any shift or portion of a shift cannot be filled using the seniority list, then the ordering in policy will be used.

B. In all cases where employees of other fire departments outside of The town of Coventry have been called into the District under any mutual aid situation, the Fire District will, after one (1) hour, call back sufficient off-duty employees of the Fire District to assist such mutual aid fire fighters.

5. DETAILS, CIVIC AND NON-CIVIC

A. Whenever a member of the bargaining unit is assigned to a detail of a non-civic nature or where the duties of a Firefighter/EMT may be required by law or at the discretion of the Fire District, the detail shall be paid for by the individual, corporation or organization for who said member is working. Members so detailed shall be compensated for a minimum of four (4) hours at the rate of pay at which the current Coventry Police detail pay is, but not less than forty dollars (\$40.00) per hour, whichever is greater.

B. Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of the holidays listed in Article III, Section 2, shall be paid for at the rate of double and one half of the aforementioned rate for a minimum of four (4) hours.

1
2 C. Details shall be offered, by seniority basis, to all eligible employees covered under this
3 agreement, with the exception of the fire marshal. If a vacancy remains, after a detail has been
4 offered to all employees, then the Chief may order the least senior firefighter to work the
5 detail. A detail list similar to that of the Overtime list shall be maintained at all times by the
6 Chief of the Department, through his/her chain of command. Said list shall offer details and
7 order backs equally to all eligible employees.

8
9 D. Whenever an employee of the District who has been assigned to a private or special
10 detail is injured or contracted an illness in the course of such detail, he shall be considered as
11 Injured On Duty and compensated by said District for all medical and hospital expenses, etc.
12 and the regular rate of pay is to be continued during the period of incapacity as provided by
13 Section 45-19-1 of the General Laws of R.I. 1956, as amended. Should the employee become
14 permanently disabled due to this injury, accident or illness, than the employee will be entitled
15 to disability benefits and pension as expressed and contained within Article V, Section 5 of
16 this agreement and as set forth in RIGL 45-19-1 or 45-19-1., 1956, as amended.

17
18 E. In the event any employee covered by this agreement is sued in any civil proceeding
19 as a result of actions or inactions, performed or not performed, by said employee in the
20 performance of their duties on a private or special detail, the District agrees to provide the
21 employee with all necessary legal assistance and further agrees to pay any judgment rendered
22 against said employee in any such proceedings.

23
24 F. If any apparatus or equipment is needed on a detail, it will require
25 the hiring of two (2) employees to operate each piece of apparatus or equipment, with the
26 exception of a supervisors vehicle.

27
28 G. Boat Details paid directly by the fire district shall be compensated at the rate of 25.00
29 per hour-with a four (4) hour minimum. If an employee is ordered to a boat detail, then the
30 employee shall be compensated at time and one half, or double time and one half if a prime
31 holiday.

32
33 **6. COURT ATTENDANCE**

1
2 A. Any employee who is required to appear in Court during off duty hours for any
3 reason, either as a witness, respondent, or defendant, for the purposes related to his/her duties
4 as a Fire Fighter/EMT of the District shall be paid for the hours worked at the employee's
5 regular hourly rate of pay. Notwithstanding the foregoing, no employee shall be paid for a
6 Court appearance with regard to a matter in which the employee is a defendant or respondent
7 for a matter that does not pertain to the employee's duties, obligations, or responsibilities of
8 the fire district.

9
10 B. The following expenses which may be incurred by an employee during a Court
11 appearance, either on duty or off duty, shall be reimbursed by the District upon submission of
12 reasonable and appropriate receipts for such expenses to the Chief.

13 A) Meals;

14 B) Vehicle parking;

15 C) Lodging if not paid by the Court;

16 D) Mileage reimbursement will also be paid if the employee is required to use
17 his/her own personal vehicle. Reimbursement per mile from the headquarters of the District
18 for mileage will be at the current rate as set by the IRS.

19
20 C. Any monies, including witness fees, paid to the fire fighter by a third party shall be
21 turned over to the District.
22

23 **7. LONGEVITY BONUS**

24 A longevity bonus shall be paid to all full-time employees that have five years or more
25 of continuous service with the district and whom were hired prior to April 1, 2012 according to the
26 following schedule:

27

| | <u>4/1/12</u> | <u>4/1/13</u> | <u>4/1/14</u> | |
|---------------------|---------------|---------------|---------------|----------------------------|
| 28 5-9 years | 7.5 | 8.5 | 8.5 | % of 52 weeks' base salary |
| 29 10-14 years | 8.0 | 9.0 | 9.0 | % of 52 weeks' base salary |
| 30 15 years or more | 9.0 | 10.0 | 10.0 | % of 52 weeks' base salary |

31
32 A longevity bonus shall be paid to all full-time employees that have seven years or more of continuous

1 service with the district and whom were hired after April 1, 2012 according to the following schedule:

| | <u>4/1/12</u> | <u>4/1/13</u> | <u>4/1/14</u> | |
|--------------------|---------------|---------------|---------------|----------------------------|
| 3 7-11 years | 7.5 | 8.5 | 8.5 | % of 52 weeks' base salary |
| 4 12-16 years | 8.0 | 9.0 | 9.0 | % of 52 weeks' base salary |
| 5 17 years or more | 9.0 | 10.0 | 10.0 | % of 52 weeks' base salary |

6
7 All eligible employees will receive a longevity bonus for continuous years completed as of
8 December 31st.

9
10 The employee should submit a request form at least two weeks prior to his/her anniversary date
11 to assure timely compensation. Longevity bonuses shall be paid in full on the pay period
12 following the employee's anniversary date. Longevity payments shall be issued as a separate
13 check and shall not be issued with the regular weekly salary. The district shall deduct the
14 appropriate pension contributions from any payments.

15 ARTICLE IV

16 LEAVE

17 1. SICK LEAVE

18 A. GENERAL:

19 Any employee who is unable to appear for work for any reason shall contact the duty
20 officer at least two (2) hours prior to the start of the shift and state the reason for the
21 absence. Employees should give as much notice as possible to allow for notification
22 of replacement. Failure to comply with this provision may result in disciplinary
23 action. The Chief or his/her designee may require a physician's certificate, or other
24 satisfactory evidence, in support of any request for sick leave after four (4) days of
25 continued absence.
26

27
28 1. Each employee shall be credited sick shifts on January 1st of each year according
29 to the following schedule.

30 Eleven (11) shifts per year

31 For new employees hired, first year sick leave shall be credited as follows:

- 1 ▪ Hired before April 1st 11 Shifts
- 2 ▪ Hired between April 1 and July 1st 7-1/2 Shifts
- 3 ▪ Hired between July 1 and October 1st 5 Shifts
- 4 ▪ Hired after October 1st 2-1/2 Shifts

5

6 2. This sick leave will be credited on the first of the year following the initial hiring, and
7 may be used during that calendar year. There will be no sick leave credited during the period
8 from hiring to the following January 1st.

9 3. The district shall maintain an accurate and up to date list of all sick leave accrued or
10 used. This list shall be placed in the Officer in Charge office for review by each employee.

11 4. Any employee shall be able to transfer, exchange, loan or give accrued or unused sick
12 leave to another employee upon submitting the appropriate paper work.

13

14 **B. CREDIT FOR SICK LEAVE UPON SEPARATION OF SERVICE**

15 1. Upon separation of service, the District will pay the fire fighter for 75% of the accumulated,
16 unused sick leave, providing that the employee has completed at least twenty years of continuous
17 service. Upon separation of service, the District will pay the fire fighter for 25% of the
18 accumulated, unused sick leave, providing that the employee has completed at least fifteen years of
19 continuous service. Dollar value shall be determined by multiplying the employee's most current
20 rate of pay by the number of unused accumulated shifts of sick leave.

21

22 2. Upon separation of service, for whatever reason, an employee may elect to have such unused
23 accumulated sick leave, vacation time, comp time, and any and all other accrued and unused time
24 paid out in one or more of the following methods:

25 a. A one-time lump sum payment made to the employee within thirty days of
26 separation of service.

27 b. Deposited into the employee's PHEP account over a thirty-six month term.
28 Equal installments shall be deposited no less than monthly, and shall be tax free as
29 pursuant to IRS tax codes.

30 c. Deposited into the employee's Deferred Compensation account as pursuant to
31 IRS tax codes within thirty days of separation of service.

1 d. The dollar value of unused and accrued time shall be used to continue paying
2 the cost of the employee's medical coverage until such time as the employee no longer
3 has any dollar value to provide for further coverage.

4 e. The full amount of any unused and accrued time or "leave" in accordance
5 with the Collective Bargaining Agreement can be exhausted by the member with the
6 member not being required to report into work. At the conclusion of the accumulated
7 "leave" the member shall be retired from the department with the credited amount of
8 service being calculated with the date of when said leave is exhausted. During this
9 time frame, the member shall continue to receive all benefits and compensation with
10 the exception of accruing any additional "leave". The member will not receive
11 clothing and vision allowances. The member shall not be allowed to work overtime
12 during this time frame. The member shall not be allowed to return to active duty once
13 this option has been chosen the only exception to this rule is that in the event that the
14 pension benefit to the member changes in anyway, than the member shall have the
15 option to return to active duty and withdraw his retirement petition. If a member
16 selects this option, it shall be done so in writing and forwarded to the district within
17 seven (7) working days of implementation.

18 f. Paid to the employee over a term of 6, 12, 18 or 24 months in a weekly,
19 monthly, or quarterly check with all taxes deducted. The terms of the disbursement
20 shall be selected by the employee/retiree, in writing within seven (7) working days of
21 separation of service.

22
23 **C. ACCUMULATED SICK LEAVE ON DEATH**

24 In any case where an employee covered by this Agreement dies leaving unused accumulated
25 sick leave, the District shall pay within six months, to the Executor or Administrator of the
26 employee's estate, or to the employee's widow/widower if there be no Executor or
27 Administrator, or to the next of kin if there be no widow/widower, a lump sum payment equal
28 to the dollar value of all unused accumulated sick leave earned up to the time of the
29 employee's death. Dollar value shall be determined by multiplying the employee's most recent
30 daily rate of pay by the number of unused accumulated shifts of sick leave.

31
32 **2. FAMILY ILLNESS LEAVE**

33 Employees shall be allowed leave to attend a family member who is ill. This shall be charged

1 to the employee's accumulated sick leave, and is limited to twelve (12) uses per calendar year.
2 For the purpose of the section, family member shall be limited to parents or step-parents, step-
3 children, spouse, domestic or life partner, and children. Any additional time required shall be
4 charged to accumulated personal and vacation time.
5

6 **3. DEATH IN THE FAMILY**

7
8 A. In the case of a death of an employee's mother, father, step-parents, grandfather,
9 grandmother, mother-in-law, father-in-law, sister in-law, brother in-law, spouse, domestic or
10 life partner, child, brother, sister, step-child, step-sibling or a dependent family member, or of
11 the employee's wife/husband's immediate family as defined above, the employee shall be
12 entitled to leave with pay from the time of notification of death, to and including the two days
13 following the burial of the deceased, except in cases where unusual travel distances exist, such
14 period shall be extended for three (3) days, and provided further, that in cases of employees of
15 the Jewish faith, said leave shall be for the actual period of mourning observed, but not to
16 exceed seven (7) days from the day of burial, except in cases where unusual travel distances
17 exist, such period shall be extended for three (3) days.
18

19 B. In the case of a death of an employee's aunt or uncle, the employee shall be entitled to
20 leave for family bereavement, which shall be limited to a maximum of one (1) calendar days
21 of paid leave per occurrence.
22

23 **4. PERSONAL DAYS**

24 A. All employees will be credited two (2) shifts of leave each year for personal reasons.
25 Personal leave will be credited as of January 1st, and must be used during that calendar
26 year. Personal leave not used during a calendar year will be forfeited and cannot be
27 carried into the next year.
28

29 B. If an employee does not use any personal leave during a calendar year, he she shall be
30 compensated for half of the unused leave. Unused leave shall be calculated at twelve (12)
31 hours per personal day for employees working in the platoon system, and at ten (10) hours
32 for employees working a forty hour work week.
33

1 C. For new employees, personal leave will be credited on January 1st following his/her
2 hiring date.

3
4 D. The selection of personal days shall be at the employee's discretion. The exception is
5 that personal days may not be used on a prime holiday unless pre-booked at least thirty days in
6 advance. Employees with less than ten years of continuous service may not utilize a personal
7 day, pre-booked or not, on a prime holiday if it will create an order-in. An employee out on
8 personal time may not be ordered-in to work. For the purposes of this section, one (1) shift is
9 considered a shift of either a dayshift or a nightshift.

10
11 E. The district shall provide and maintain an accurate and up to date list of all personal
12 leave accrued or used. This list shall be placed in the Officer in Charge office for review by
13 each employee.

14
15 F. Any employee shall be able to transfer, exchange, loan or give accrued or unused
16 personal leave to another employee upon submitting the appropriate paper work.

17
18 **5. VACATION**

19 **A. GENERAL**

20 1. Vacation shall be credited on the first day of January each year according to the
21 following schedule:

22 **VACATION SCHEDULE**

| | | |
|----|-----------------|-----------|
| 23 | 1-2 Years | 4 shifts |
| 24 | 2-3 Years | 8 shifts |
| 25 | 3-4 Years | 10 shifts |
| 26 | 4-10 Years | 14 shifts |
| 27 | 10-15 Years | 18 shifts |
| 28 | 15-20 Years | 22 shifts |
| 29 | 20 Years & over | 26 shifts |

30
31 2. For a new employee, vacation will be credited on the day after the employee's one (1)
32 year anniversary. The employee will be credited at that time with one (1) day of vacation for
33 each seven and one-half (7-1/2) weeks left between the employee's anniversary date and

1 January 1st. On January 1st of the upcoming year, the employee will be credited with
2 vacation in accordance with the schedule above.

3
4 3. Two (2) weeks notice may be required for a vacation of four (4) days or more at one
5 time. All reference to vacation days/shifts shall refer to days and nights equally divided.

6
7 4. All employees shall select full cycle vacations by November 31 for the next calendar
8 year according to Local policy. All remaining vacation time shall further be subject to Local
9 policy, and must be scheduled by October 1 of each year. Any employee shall be allowed to
10 change their vacation at any time, only if it does not interfere with another employee's
11 schedule vacation time. Any conflict shall be resolved by seniority and local policy. The fire
12 district shall post an accurate and up to date seniority list prior to October 31.

13
14 5. If an employee has not utilized all of his/her vacation days during a calendar year,
15 then at any time during the month of December, upon submitting in writing, employees may
16 elect to bank up to four (4) vacation shifts per year into the employees PHEP account. The
17 district shall provide written confirmation of such request within fourteen days of the
18 employee submittal. Such unused vacation days may only be banked during the month
19 December.

20
21 6. Vacation time credited on January 1st should be used by the end of that year, but may
22 be carried over to the next year with the approval of the Chief. This vacation must be used
23 within a two (2) year period.

24
25 7. The District will pay the employee for any unused vacation time at one-half (1/2) of
26 his base salary rate at the end of the calendar year in lieu of carrying the vacation forward. For
27 the purpose of this subsection, unused leave shall be calculated at twelve (12) hours per
28 vacation day for employees working in the platoon system, and at ten (10) hours for
29 employees working a forty hour work week.

30
31 8. The district shall provide an accurate and up to date list of all vacation leave accrued,
32 used, or banked. This list shall be placed in the Officer in Charge office for review by each
33 employee.

1
2 9. Any employee shall be able to transfer, exchange, loan or give accrued or unused
3 vacation leave to another employee upon submitting the appropriate paper work.

4
5 10. No more than THREE (3) employees per platoon will be allowed off on vacation at
6 any one time.

7
8 11. Employees with less than ten (10) years of continuous service will not be allowed to
9 take vacation or compensatory time on a prime holiday if it will result in another member
10 being ordered to work.

11
12 **B. ACCUMULATED VACATION LEAVE UPON SEPARATION OF SERVICE**

13 Upon separation of service, the employee may elect to have such unused accumulated vacation leave
14 paid out in one of the following methods:

- 15 1. A one-time lump sum payment made to the employee within thirty days of
16 separation of service.
- 17 2. Deposited into the employee's PHEP account over a thirty-six month term. Equal
18 installments shall be deposited no less than monthly, and shall be tax free as
19 pursuant to IRS tax codes.
- 20 3. Deposited into the employee's Deferred Compensation account as pursuant to IRS
21 tax codes with in thirty days of separation of service.
- 22 4. The dollar value of all unused vacation time shall be used to continue paying the
23 cost of the employee's medical coverage until such time as the employee no longer
24 has any dollar value to provide for further coverage.
- 25 5. The employee may be granted vacation leave with pay until such time the unused
26 vacation leave is depleted.
- 27 6. Paid to the employee over a term of 6, 12, 18 or 24 months in a weekly, monthly,
28 or quarterly check with all taxes deducted. The terms of the disbursement shall be
29 selected by the employee, in writing within seven (7) working days of separation
30 of service.

31
32 **6. TIME OFF FOR UNION BUSINESS**

33 A. The President of Local 3372 and one (1) Executive Board member or delegate shall be

1 allowed time off with pay or without the requirement to make up such time to attend the
2 following Union functions as follows:

- 3 1. Monthly meeting of the Rhode Island State Fire Fighters Association
- 4 2. Formal contract negotiations with District.
- 5 3. Grievance, Arbitration, and/or discipline Hearings.
- 6 4. Meetings mutually set by the District/Chief and the Union.
- 7 5. R.I State Association of Firefighters Annual Convention.
- 8 6. R.I. State Association of Firefighters annual Health & Safety Seminar

9
10 B. The President of Local 3372, if scheduled to work, shall be allowed time off with pay
11 or without the requirement to make up such time to attend the following union functions as
12 follows:

- 13 1. Executive Board meetings of the local. Not to exceed one (1) meeting per month.
 - 14 2. Monthly meetings of the local. Not to exceed one (1) meeting per month.
 - 15 3. Executive Board Meetings of the R.I.S.A.F.F.
- 16 C. The District will be required to replace the aforementioned Union officials if necessary to
17 maintain minimum manning as set forth herein.
- 18 D. If the president of the local is not an employee of the Central Coventry Fire District, then
19 the above time off shall be extended to the Shop Steward or the local designee employed
20 by the district and as authorized by the local President.

21
22 **7. EDUCATIONAL LEAVE & OUTSIDE TRAINING APPROVAL**

23 A. Employees may be granted leave with pay for educational purposes to attend trainings
24 held outside of the district, such as but not limited to, conferences, seminars, briefing sessions,
25 or other functions of a similar nature that are intended to improve, maintain or upgrade the
26 employee's certifications, skill and professional ability as a Fire Fighter/EMT. The decision to
27 approve leave with pay for the foregoing is subject to the discretion of the Chief of the
28 department or the Board of Directors of the District.

29
30 B. If a floater is available, employees may be granted leave with pay, based upon
31 seniority, for non-mandated training program. Minimum staffing levels will be maintained
32 and no overtime costs will be incurred by the District.

1 C. All courses that the Central Coventry Fire District is willing to allow members to
2 attend will be posted at the station or electronically posted for a minimum of fifteen (15) days
3 before the application deadline if possible. Also, a copy will be placed in all members'
4 mailboxes or e-mailed to all members.

5
6 D. A decision on who will attend if everyone cannot be approved will be decided by if it
7 is in someone's job description (i.e., officers). All other available spots will be decided by
8 seniority.

9
10 E. The district shall provide for no less than Ten thousand \$10,000.00 dollars annually for
11 training of employee's in the bargaining unit by outside instructors. The training shall be
12 limited to emergency services only and is separate and distinct from educational courses
13 or college courses. The purpose and intent of this earmarked funding is to provide for the
14 continual and ongoing instruction to train current personnel and employees in day-to-day
15 operations such as aerial ladders, pump operations, rope rescue, technical rescue, R.I.T
16 training, officer development, and or similar . This money shall not include the cost for
17 emt refresher training or training on any new equipment or cost for personnel to attend
18 such trainings. Any personnel costs associated with said trainings shall be in addition to
19 the above amount.

20
21 **8. TUITION REIMBURSEMENT- DEGREE PROGRAMS**

22
23 A. The district will reimburse all employees for any costs incurred for books, fees, and
24 tuition upon successful completion of courses related to the Fire Sciences and EMS as
25 approved in advance by the Board of Directors of the District and for all courses necessary to
26 complete a degree in Fire Sciences, Emergency management, Weapons of Mass Destruction,
27 and Terrorism, as approved in advance by the Board of Directors of the District. Nothing
28 herein shall be construed to require the Board of Directors of the District to approve for
29 purposes of tuition reimbursement any course or degree program. In no event shall the total
30 annual aggregate cost to the District for reimbursement of books, fees, and tuition as provided
31 herein exceed Ten Thousand (\$10,000.00) Dollars.

32
33 B. In the event that more than 3 employees request educational reimbursement within

1 the same semester, then each member shall be limited to two (2) courses per semester, per
2 Fiscal Year. Funds shall not be used to cover any expenses for any employee of the district
3 that is not part of the bargaining unit. Seniority shall determine which employee receives
4 reimbursement should the funding become low.

5
6 C. Reimbursement shall be made within thirty days prior to the close of the district fiscal
7 year. Proof of successful completion of said course/class must be submitted for each class.
8 Reimbursement shall be made by seniority regardless of whether or not the district/Chief has
9 approved the course. Reimbursement shall only be made for courses necessary to complete a
10 degree in Fire Sciences, Emergency management, Weapons of Mass Destruction, Terrorism,
11 or Emergency Medical Services. Additional reimbursement for classes/courses not listed may
12 be made if approved by the Board of Directors.

13
14 **9. EXTENDED LEAVE OF ABSENCE**

15
16 A. Extended or emergency leave of absence shall only be granted on the
17 recommendation of the Chief with the approval of the Board of Directors. Any request for
18 leave of absence shall be in writing and filed with the Chief at least two (2) days prior to the
19 leave commencing. All leaves of absence shall be without pay. Employees on leave for more
20 than thirty (30) days will be required to pay the entire premium payment to continue medical
21 benefit coverage during the leave.

22 B. Any employees requesting an extended or emergency leave of absence shall designate
23 a specified period of time which the leave of absence is to cover, and in the event such leave
24 of absence is required for such reasons of physical disability, it shall be required that the
25 employee's physician submit to the Chief a written report summarizing the nature of the
26 disability and the time for which such leave of absence is requested. Extended or Emergency
27 Leave of Absence will be for up to ninety (90) days, if approved. More time can be granted
28 with the approval of the Fire District Board of Directors.

29
30 **10. MILITARY LEAVE**

31
32 A. The District will grant any employee of the Fire District, at the time he is called to
33 active duty with the Armed Forces of the United States, a leave of absence from his

1 employment with the Fire District. The District will grant military leave to employees in
2 accordance with applicable Federal and/or State law in effect at the time of the request.

3
4 B. Any employees of the Fire District, who are members of the National Guard or any of
5 the reserve components of the Armed Forces of the United States, shall be entitled to leaves
6 of absence with pay up to a maximum of two (2) weeks (8 working days) from their
7 respective duties on all days during which they shall be engaged in field or coast defense
8 training, on all days of parade or encampment when ordered or authorized by proper authority
9 to duty with troops for field exercise or for instruction. For purposes of this Section, "with
10 pay" shall mean the payment by the District of the difference between a member's gross pay
11 received from the Armed Forces and his regular weekly gross pay received from the District.

12
13 **11. EMERGENCY LEAVE**

14
15 At times when an employee may be called home for a short period, for an emergency,
16 emergency leave with pay may be granted at the discretion of the Chief, or his next in
17 command, and may be deducted from the employee's sick time.

18
19 **12. Compensatory Time**

20
21 A. Members shall have the option of receiving compensatory time off in lieu of overtime
22 pay to a maximum accumulation of ninety-six (96) hours.

23
24 B. Compensatory time shall be charged at a minimum of four (4) hours when used by members
25 of the 2-2-4 platoon rotation. No more than three (3) members of the 2-2-4 platoon system
26 shall be permitted to take compensatory time on any one ten (10) hour day or fourteen (14)
27 hour night. Members must give the Chief or officer in charge forty-eight (48) hours' notice,
28 in writing, when they want to use compensatory time. Such leave will be granted on a
29 seniority basis. Members of the support divisions may utilize comp time in one hour
30 increments so long as a backfill of the shift is not required and it does not create overtime. If
31 overtime is created, then a minimum of four hours must be utilized.

32
33 C. Comp time usage on a prime holiday

1 Employees with more than 10 years continuous service;

2 1. The request was submitted at least thirty days prior to the prime holiday.

3 a) The employee may be granted the leave and it may create an order-in.

4 2. The request was submitted less than thirty days prior to the prime holiday.

5 a) The employee may be granted the leave however if it results in another
6 member being ordered to work the employee requesting the leave will be
7 denied the time off.

8 Employees with less than ten (10) years of continuous service;

9 1. The employee will not be allowed to take vacation or compensatory time on a prime
10 holiday if it will result in another member being ordered to work.

11
12 D. Any employee shall be able to transfer, exchange, loan or give accrued or unused
13 compensatory time to another employee upon submitting the appropriate paper work.
14

15 ARTICLE V

16 MEDICAL - PENSION

17 18 1. MEDICAL AND DENTAL

19
20 A. Each employee shall be enrolled in the Blue Cross/Blue Shield **BS-8844 Blue Solutions**
21 **1500/3000.00 10.35.60.100 Deductible Plan (attached hereto as Addendum A)** or an exact
22 equivalent thereof, carried by the Fire District, Single, Family, Subscriber/Children,
23 Subscriber/IClid, and Subscriber & Spouse Plan as appropriate. They will also be provided
24 with Blue Cross Dental Care **BCD-8131 "Premier Blue Option 5"** (attached hereto as
25 addendum B) Plan for Dental Care or an exact equivalent thereof, Individual or Family Plan as
26 appropriate and SCRIP Prescription Plan for Medications or an exact equivalent thereof,
27 Individual or Family Plan as appropriate.
28

29 1. Per an agreement, herein the Plan, by and between Blue Cross/ Blue Shield of Rhode Island
30 (BCBS), herein (the Carrier) and the District, in an effort by the district to reduce the districts
31 costs and expense for health care, and maintain equivalent healthcare benefits for its employees

1 as required by contract, the district has elected to increase the deductible portion of the health
2 care plan. By doing so, the District will now be responsible to pay for the first one-thousand
3 five hundred dollars of qualified medical deductibles as well as all office visit co-pays and all
4 prescription drug co-pays towards a single plan, and the first three thousand dollars of qualified
5 medical deductibles, all office visit co-pays, and all prescription drug co-pays towards a family
6 plan, at which time when the deductible of \$1500.00/\$3000.00 is met, the carrier will absorb
7 all qualified medical expenses, including office visit co-pays and prescription co-pays. The
8 district and/or the carrier shall pay any and all costs associated with medical co-pays and
9 deductibles and prescription drug co-pays and deductibles.

- 10
- 11 2. The district shall, at all times, adhere to the Health Insurance Portability and Accountability
12 Act and any and all other applicable laws and standards, with regard to the medical
13 information of any member of the Bargaining unit.
- 14
- 15 3. This District will outsource to a third party claims administrator, which will act as the agent
16 for the district with regard to employee medical claims and reimbursement. This third party
17 administrator will be mutually selected by the Bargaining unit and the district.
- 18
- 19 4. A minimum of one medical benefit card will be issued to the enrollee. A maximum of one
20 medical benefits card will be issued for each individual that is age sixteen or older and is a
21 qualified individual covered by the enrollee's plan. The enrollee must request these card(s)
22 in an amount not to exceed the maximum number of qualified individuals listed on the
23 enrollee's health plan, if the enrollee wishes to give such cards to the qualified individuals.
- 24
- 25 5. If an employee is required to pay out-of-pocket at the time of a service, for whatever reason,
26 the district shall make the employee whole for any and all medical expenses that it is
27 contractually obligated to pay, in accordance with the plan, and said reimbursement shall be
28 made no later than ten (10) days from the date that the employee notified the district of such
29 expense.
- 30
- 31 6. If office visit co-pay requires cash only, then the enrollee may be reimbursed prior to the
32 office visit. The enrollee shall contact the Chief of the Department at least one day prior to
33 the office visit to request the cash. The Chief or his designee will provide an envelope with

1 the cash to cover the expense. The envelope may be picked-up at headquarters or may be left
2 in the enrollee's mail slot. After the office visit, the enrollee shall forward a receipt to the
3 Chief so the cash advance can be documented. As an alternative, if office visit co-pay
4 requires cash only, the enrollee may be reimbursed by presenting a receipt to the Chief at the
5 convenience of the enrollee, Monday through Friday, during normal business hours.

- 6
- 7 7. If a medical procedure or medical test deductible requires cash only, then the enrollee may
8 be reimbursed prior to the procedure or test. The enrollee shall contact the Chief at least one
9 day prior to the procedure or test to request the cash. The Chief will provide an envelope
10 with cash to cover the deductible expense. The envelope may be picked-up at headquarters
11 or may be left in the enrollee's mail slot. After the procedure or test, the enrollee shall
12 forward a receipt to the Chief so the cash advance can be documented. As an alternative, if
13 a medical procedure or medical test deductible requires cash only, the enrollee may be
14 reimbursed by presenting a receipt to the Chief at the convenience of the enrollee, Monday
15 through Friday, during normal business hours.

- 16 B. In lieu of the Blue Cross/Blue Shield Health Mate Coast-to-Coast Plan carried by the District,
17 the employee may enroll in a physician's health plan of his/her choice. However, the District
18 will pay for the cost of the plan only up to an amount equivalent to what is paid for the Blue
19 Cross/Blue Shield Health Mate Coast-to-Coast Plan. Any additional cost will be paid by the
20 employee.

- 21
- 22 1. Nothing contained herein prohibits the district from insuring medical and dental
23 coverage from another carrier other than BCBS of RI, however, if the District seeks to
24 insure such medical and/or dental benefits with an insurance carrier other than Blue
25 Cross/ Blue Shield of RI, they shall be required to request bids from at least three
26 carriers. All of the benefits, including the current Participating Provider Network and
27 Pharmacies, which are listed in Exhibit A and B and attached hereto, will be at least
28 equal to those provided currently and as contained within the exhibits and outlined
29 herein. The district and the union shall mutually set the specifications for such bids and
30 a copy of each bid shall be provided to the local.

- 31
- 32 C. The benefits as described in this section will be in force for the duration of this contract.

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D. Full payment for the medical plan as described in this section will be made by the Central Coventry Fire District.

E. Active employees receiving the medical plan as described in this section shall pay the following co-shares which shall be deducted weekly on a pre-taxed basis.

| | | | | |
|--|------------------------|---------|-------------|---------|
| | <u>January 1, 2013</u> | | | |
| | Individual Plan | \$10.00 | Family Plan | \$20.00 |
| | <u>January 1, 2015</u> | | | |
| | Individual Plan | \$12.50 | Family Plan | \$25.00 |

1A. MEDICAL INSURANCE OPT-OUT

A. Members of the bargaining unit shall be given the option to elect to not receive medical insurance as provided in the contract. If a bargaining unit member elects to opt out of medical insurance coverage totally, said member will receive one-half (1/2) of the total premium payment which the Central Coventry Fire District was contributing on the member's behalf and shall not pay a co-share.

B. If a bargaining unit member elects to opt out of family coverage, but still elects to receive individual coverage, said member shall receive one-half (1/2) of the difference between the family premium payment and the individual premium payment.

C. The mechanics of this disbursement shall be worked out mutually between the Local and the District.

2. Any bargaining unit member, who elects to opt out of coverage either in total or partially, may elect to receive coverage under this article by opting back into the medical insurance plan in accordance with the terms of the plan.

2. LIFE INSURANCE

The district shall pay to Local 3372 the sum of Two Hundred Fifty (\$250.00) Dollars for each

1 employee on February 1, each year, in lieu of providing life insurance. With this funding, the
2 Union will be required to provide a minimum of Fifty Thousand (\$50,000.00) Dollars in
3 insurance for each employee. The union shall indemnify and hold the District harmless for
4 any breach of the Union's obligation under provisions of this paragraph, so long as the district
5 funding has been provided to the local on or before February 1st of each year.

6
7 **3. VISION CARE**

8
9 A. The District agrees to pay two hundred (\$200.00) dollars per employee on May 1st
10 each year, to Local 3372 towards Vision Care. The union shall disperse the monies to each
11 employee within seven days of receipt of payment from the district. The Union shall
12 indemnify and hold the District harmless for any breach of the Union's obligations under the
13 provisions of this paragraph, so long as the district funding has been provided to the local on
14 or before May 1st.

15
16 B. The District will pay for a Fire Fighter's eyeglasses, if they are lost, stolen, or broken
17 while on duty.

18
19 **4. PENSION**

20
21 A. The District will provide each employee with coverage in the pension plan of the
22 Municipal Employee's Retirement System of the State of Rhode Island for Police Officers and
23 Fire Fighters. Coverage will be the twenty (20) year retirement plan with Cost of Living
24 Adjustments, Plan C, as outlined in the publications of the Retirement System of RI.
25 Employee contributions shall be in accordance with Rhode Island General Laws 45-21-14 and
26 45-21-52. As of July 1, 2002, this contribution is (9%). The districts contribution shall be set
27 by the State of Rhode Island's Municipal Employees Retirement System.

28 The District will provide all pension information and data that they receive from the Pension
29 Board to IAFF Local 3372.

30 B. For computation purposes, retirement contributions shall consist of Base Salary,
31 Proficiency/Incentive Allowance, and Longevity Pay. The employee's contributions rate shall
32 be set by the State Retirement Board and deducted from the member's pay, while the
33 Department/District shall contribute the employer's share as set by the State retirement board.

1 C. The district will maintain, provide, and continue to provide, to all employees, retired
2 or active, all rights and benefits as prescribed within RIGL Title 45, CHAPTERS 45-19
3 through 45-21, and all subsections contained therein.
4

5 **5. IN-LINE-OF-DUTY-ILLNESS/INJURY**
6

7 A. Members of the Fire District, active and retired, who are or have been injured or have
8 or had contracted an illness in the line of duty, shall receive all the benefits as provided for in
9 the General Laws of the State of Rhode Island, Chapter 45 Section 45.19.1, and all other
10 applicable statutes of the State of Rhode Island as read April 1, 2008. The Department shall be
11 responsible for all associated costs and expenses relating to the necessary care due to injuries
12 or illnesses in the line of duty. The Department shall maintain the position that they are
13 legally obligated to comply with Chapter 45, 45-19-1 of the Rhode Island General Laws,
14 1956, as amended.
15

16 B. When an employee has suffered a minor injury in the line of duty, which does not
17 require the care of a physician, and has been treated by a member of the Department or a
18 rescue squad, a report on the injury and treatment shall be made to the Chief of the
19 Department or his/her Designee and become a part of the record of the Department.
20

21 C. Any subsequent worsening of the injury or of the immediate area of the injury which
22 prevents the employee from performing his/her normal duties and functions as a fire fighter
23 shall be considered as injured on duty and shall receive all the benefits as provided for in the
24 General Laws of the State of Rhode Island, Section 45.19.1, and all other applicable statutes of
25 the State of Rhode Island as read April 1, 2008.
26

27 D. A respiratory illness, or a condition of impairment of health caused by smoke
28 inhalation of the lungs or respiratory tract, resulting in total disability or death, is presumed to
29 have been suffered in the line of duty as a result of the inhalation of noxious fumes or
30 poisonous gases.
31

32 E. Any employee of the district that is unable to perform his or her duties in the fire
33 department by reason of a disabling occupational cancer which develops or manifests itself

1 during a period while the employee is in the service of the department, and any retired
2 member of the fire district who develops occupational cancer, is entitled to receive an
3 occupational cancer disability, and he or she is entitled to all of the benefits provided for by
4 law, and under this agreement.

5
6 F. Any employee who is unable to perform his or her duties by reason of exposure to
7 infectious disease as defined in RIGL§ 23-28.36-2, and any retired member of the fire district
8 which infectious disease develops or manifests itself as a result of the exposure during a
9 period while the employee is or was in the service of the department, shall be entitled to
10 receive an occupational disability, and he or she shall be entitled to all of the benefits provided
11 for in chapter 19 of title 45, as applicable and all benefits contained within this agreement.

12
13 G. An employee that contracts, develops, suffers from, a condition or illness of coronary
14 heart disease, pulmonary disease, cancer, respiratory illness, high blood pressure, cerebral
15 vascular accident, as well as any other disease or illness that may be considered presumptive
16 or occupational, due to the nature of firefighting or emergency medical services, which
17 prevents the employee from performing his/her normal duties and functions as a fire fighter,
18 shall be considered as injured on duty and shall receive all the benefits as provided for in the
19 General Laws of the State of Rhode Island, chapter 19 of title 45, as read April, 2008, and all
20 other applicable statutes of the State of Rhode Island.

21
22 **6. IN-LINE-OF-DUTY-DEATH**

23 The spouse of an employee killed in the line of duty shall receive full medical and dental
24 insurance for twenty (20) years or until the spouse remarries, or until the spouse is eligible for
25 Medicare, whichever comes first, at the full cost provided by the District. After that time, the
26 spouse will be allowed to remain in the medical plan at his or her expense at the current cost
27 until such time as he/she may remarry. The district shall also provide such medical and dental
28 insurance to the deceased members dependent children for the life of the dependent child. If
29 the child is not considered dependent at age eighteen (18), then the medical insurance shall
30 end, or up to age twenty-five (25) if a full-time student. The District shall also pay up to eight
31 (\$8,000.00) dollars in burial costs for this employee.

32
33 **8. DISABILITY RETIREMENT**

1
2 A. Employees covered by this agreement, who remain away from their regular
3 employment as firefighters due to compressible line of duty injury or illness in accordance
4 with RIGL 45-19-1 or 45-19-1.1, shall at the expiration of twelve (12) continuous months of
5 absence or upon reaching maximum medical improvement, whichever occurs first, submit to
6 an examination to determine their status.

7
8 B. This examination shall consist of a medical evaluation to determine whether or not the
9 employee is permanently disabled and therefore unable to return to duty. The employee's
10 treating physician shall submit a report to the District upon request. The District may, if not
11 satisfied with the findings, request a further examination by a physician of their choice, at their
12 expense.

13
14 C. If the determination is then made that the employee will be unable to return to duty,
15 the District may initiate an application for an accidental disability pension in accordance with
16 RIGL 45-21.2-9.

17
18 D. In the event that the employee is declined an accidental disability pension as described
19 above, the employee will be placed back on IOD status.

20
21 E. If an employee is retired on an accidental disability, (OJI) as determined by the
22 Municipal Employee's Retirement System of the State of Rhode Island for Police Officers and
23 Fire Fighters and/or an SSI qualified disability, the employee will continue to receive
24 individual or family, whichever is appropriate, coverage for Medical, Dental, and SCRIP
25 Prescription Plan for Medications coverage, that was in effect when the disability occurred.

26
27 F. If an employee is retired on an ordinary disability, as determined by the Municipal
28 Employee's Retirement System of the State of Rhode Island for Police Officers and Fire
29 Fighters the employee will continue to receive individual coverage for Medical, Dental, and
30 SCRIP Prescription Plan for Medications coverage, which was in effect when the disability
31 occurred. The retiree/employee will also have the option to purchase family or other
32 appropriate coverage, through the district.

33
34 **9. RETIRED EMPLOYEES BENEFITS**

1
2 **A. "Retirement Plan A" 10 Years Medical Insurance**

3 1. The District shall provide employees that have ten (10) or more years of service and
4 that are vested with the R.I. Municipal Employees Pension system as of January 1, 2011, who
5 retire with twenty (20) or more years of service at any age, for up to ten (10) years or age
6 sixty-five (65), whichever is first, with the same medical and dental coverage that is offered to
7 full-time employees. The medical plan shall be a single plan for the retired employee only.
8 The retired employee shall have the option to purchase family medical through the district.

9
10 3. Effective July 29, 2008, as a one-time enrollment, any employee that was eligible for
11 "Retirement Plan A" as specified herein had sixty days from the date of execution of the
12 collective bargaining agreement dated April 1, 2009-March 31, 2012, ,

13 4. the right to refuse "Retirement Plan A" and be enrolled in "Retirement Plan B".
14

15 **B. "Retirement Plan B" POST EMPLOYMENT HEALTH PLAN (PEHP)**

16 1. Each full-time employee of the Fire District that has completed his/her first year of
17 probationary time shall be enrolled, and remain enrolled for duration of employment, in a Post
18 Employment Health Plan. Eligible employees that have elected to receive "Retirement Plan A"
19 will not be enrolled in this PEHP program. The Fire District and Local 3372 agree that the
20 mechanics of the plan will be in accordance within the guidelines of the Nationwide Retirement
21 Solutions Post Employment Health Plan, Insurance Premium Reimbursement Account and
22 applicable IRS regulations.

23
24 2. The Fire District shall contribute weekly, the amount according to the schedule below
25 for each employee electing to participate, or eligible for said plan. The Fire District and Local
26 3372 also agree to retain the option to change vendors if both the Fire District and Local 3372
27 are in mutual agreement.

28
29

| | | |
|-----------------|------|------------------|
| April 1, 2012- | 8.5% | of weekly salary |
| April 1, 2013- | 8.5% | of weekly salary |
| April 1, 2014 – | 9.5% | of weekly salary |

30
31
32

33 **C. MEDICAL OPT OUT ON RETIREMENT:**

1 1. The District shall provide employees that are vested as of April 1, 2009, who retire
2 with twenty (20) or more years of service at any age, for up to ten (10) years or age sixty-five
3 (65), which-ever is first, with the same medical and dental coverage that is offered to full-time
4 employees. The medical and dental plan shall be a single plan for the retired employee only.
5 The retired employee shall have the option to purchase family medical through the district.

6 2. Eligible members of the bargaining unit, upon retirement, shall have a one-time option
7 to opt not to receive medical and dental insurance as provided in the contract and select to
8 receive payment in lieu of coverage. If the retiree elects to opt out of medical and dental
9 insurance coverage, said member will receive sixty six and two thirds (66 2/3%) of the total
10 medical and dental costs which the Central Coventry Fire District was contributing on the
11 member's behalf at the time of retirement and the retiree shall not pay a co-share.

12 3. Any such request to "OPT OUT" of medical and dental coverage and to receive
13 payment in lieu of coverage shall be made in writing to the district and a copy shall be
14 forwarded to the local within thirty days of retirement.

15 4. Payment for "opt out" shall be made monthly, quarterly or annually to the retiree as
16 he/she requests at said time of retirement.

17
18 **D. SEVERANCE:**

19 1. Upon separation of service, for whatever reason, an employee may elect to have such
20 unused accumulated sick leave, vacation time, comp time, and any and all other accrued and used
21 time paid out in one or more of the following methods:

22 a. A one-time lump sum payment made to the employee within thirty days of
23 separation of service.

24 b. Deposited into the employee's PHEP account over a thirty-six month term.
25 Equal installments shall be deposited no less than monthly, and shall be tax free as
26 pursuant to IRS tax codes.

27 c. Deposited into the employee's Deferred Compensation account as pursuant to
28 IRS tax codes within thirty days of separation of service.

29 d. The dollar value of unused and accrued time shall be used to continue paying
30 the cost of the employee's medical coverage until such time as the employee no longer
31 has any dollar value to provide for further coverage.

32 e. The full amount of any unused and accrued time or "leave" in accordance
33 with the Collective Bargaining Agreement can be exhausted by the member with the

1 member not being required to report into work. At the conclusion of the accumulated
2 "leave" the member shall be retired from the department with the credited amount of
3 service being calculated with the date of when said leave is exhausted. During this
4 time frame, the member shall continue to receive all benefits and compensation with
5 the exception of accruing any additional "leave". The member will not receive
6 clothing and vision allowances. The member shall not be allowed to work overtime
7 during this time frame. The member shall not be allowed to return to active duty once
8 this option has been chosen the only exception to this rule is that in the event that the
9 pension benefit to the member changes in anyway, than the member shall have the
10 option to return to active duty and withdraw his retirement petition. If a member
11 selects this option, it shall be done so in writing and forwarded to the district within
12 seven (7) working days of implementation.

13 f. Paid to the employee over a term of 6, 12, 18 or 24 months in a weekly,
14 monthly, or quarterly check with all taxes deducted. The terms of the disbursement
15 shall be selected by the employee/retiree, in writing within seven (7) working days of
16 separation of service.

17 **ARTICLE VI**

18 **GRIEVANCE - ARBITRATION**

19 **1. GRIEVANCE PROCEDURE**

20 **A. Employee Grievances**

21 In all cases, the matter will be taken up with the Executive Board of the Local and if in the
22 judgment of the Executive Board, the nature of the grievance justifies further action, the
23 Executive Board, through the President or his designee shall move the grievance to the next
24 step.

25 Any employee, who is allegedly grieved by a difference that has arisen concerning the
26 meaning and application of any provision of this agreement, may file a grievance, and the
27
28
29
30
31

1 parties hereto shall make an earnest effort to resolve the same by the following procedures.
2 Union representation shall be present at all steps in this procedure

3
4 Step 1 The grievant shall present the grievance in writing to his/her immediate supervisor
5 within ten (10) working days of the occurrence. If the grievance is not resolved by the
6 supervisor within five (5) days of his/her receipt thereof;

7
8 Step2 The matter will be brought to the Chief for resolution. The Chief shall have seven (7)
9 days after receipt of the grievance to act upon it. If it is not resolved;

10
11 Step 3 If the employee is not satisfied with the disposition of the grievance at this point,
12 he/she through the executive board can present the grievance to the Board of Directors of the
13 District. If the matter is presented to the Board of Directors of the District, the Board shall
14 have twenty (20) days after its receipt to act and decide upon it.

15
16 **B. EXECUTIVE GRIEVANCES**

17 The president of the local or executive board may file a grievance if the executive board or the
18 president of the union believes that a member of the local, or the best interest of the local, shall
19 be compromised due to a difference that has arisen concerning the meaning and application of
20 any provision of this Agreement. The parties hereto shall make an earnest effort to resolve the
21 same by the following procedures.

22
23 Step 1 The president of the local or his designee, shall present the grievance in writing to the
24 Chief of the Department or his designee, within thirty (30) working days of when the
25 executive board was made aware of such occurrence. If the grievance is not resolved by the
26 Chief of the department or his designee within ten (10) days of his/her receipt thereof;

27
28 Step2 The matter will be presented to the Board of Directors for resolution. If the matter is
29 presented to the Board of Directors of the District, the Board shall have thirty (30) days after
30 its receipt to act and decide upon it. If the union is not satisfied with the disposition of the
31 grievance at this point, than the matter shall be referred to arbitration.

32
33 **2. ARBITRATION**

1
2 If agreement cannot be reached via the procedures set forth in the Grievance Procedure, the
3 grievance may be submitted to Arbitration by the Union or the District giving to the other
4 written notice of a demand for Arbitration within twenty (20) days following the decision of
5 the Board of Directors. The parties shall endeavor to select an impartial arbitrator by mutual
6 agreement; but in the absence of such agreement within one (1) week after receipt of such
7 notice, the matter shall be referred to the American Arbitration Association for selection of an
8 arbitrator and arbitration proceedings in accordance with its voluntary labor arbitration rules.
9 The arbitrator shall have no power to add to, subtract from, or change the terms of the
10 Agreement. He/she shall be confined solely to the interpretation and application of the terms
11 of this Agreement. The fees and expenses of the impartial arbitrator shall be borne equally by
12 each of the parties. The decision of the arbitrator shall be final and binding on both parties.
13

14 **3. SEVERABILITY**

15 In the event that any section of this contract is deemed in violation of any law by a court of
16 competent jurisdiction, the remainder of the contract shall be deemed to be valid and effective.

17 **4. DURATION OF AGREEMENT**

18 The terms of this agreement shall be for three (3) years commencing April 1st, 2012 through
19 March 31st, 2015. In the event a new contract is not executed prior to the expiration of this
20 Agreement, this agreement and all of its terms and conditions will remain in full force and
21 effect until a new agreement is executed.
22
23

24 **ADDENDUM –A (attached hereto)**

25 **Medical Insurance minimum specifications**

26 **ADDENDUM –B (attached hereto)**

27 **Dental Insurance minimum specifications**

28 **ADDENDUM –C (attached hereto)**

29 **Participating Provider Network and Pharmacies**
30
31

1 **IN WITNESS WHEREOF**, the District and the Union have caused this Collective
2 Bargaining Agreement to be executed by their respective representatives who have actual
3 authority to bind and enter into the various obligations set forth herein.

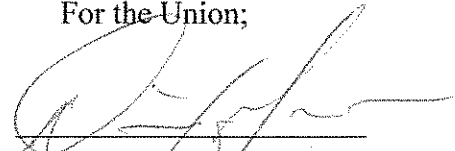
4 For the District;

5 
6 _____

7 Central Coventry Fire District
8 Girard Bouchard, President

9 Date: 7.24.11
10 _____

For the Union;



David J. Gorman, President
IAFF, Local 3372

Date: July 24, 2011

MEMORANDUM OF AGREEMENT

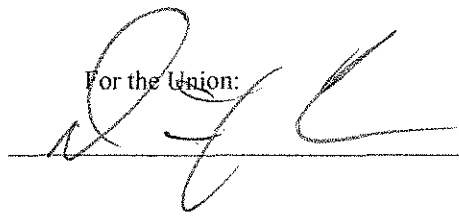
This agreement hereby modifies the pay scales based on the district's decision to not fill the vacated Assistant Chief position and to permanently assign additional duties to the Captains that were previously performed by the Assistant Chief. The Fire Chief and the union shall mutually agree to the scope of the additional duties and shall develop such as a departmental policy. This agreement shall be permanently blended to the April 1, 2012-2015 contract that was previously negotiated and ratified and shall be a binding agreement by the successors and assigns of both parties.

| Current: | <u>4/1/12</u> | <u>4/1/13</u> | <u>4/1/14</u> |
|--------------------------------|---------------|---------------|---------------|
| Battalion Chief | \$1122.30 | 1144.75 | 1167.65 |
| Battalion of Training | \$1204.30 | 1228.39 | 1252.96 |
| Battalion of EMS | \$1204.30 | 1144.75 | 1167.65 |
| Captain | \$1087.80 | 1109.56 | 1131.75 |
| Lieutenants | \$1030.52 | 1051.13 | 1072.15 |
| Firefighter/EMT Over 36 Months | \$980.48 | 1000.09 | 1020.09 |
| Firefighter/EMT Over 24 Months | \$887.27 | 905.01 | 923.11 |
| Firefighter/EMT Over 12 Months | \$808.50 | 824.67 | 841.16 |
| Firefighter/EMT | \$729.72 | 744.31 | 759.20 |
| Fire Marshal | \$1204.30 | 1228.39 | 1252.96 |

| <u>The following pay scale shall be amended to read as out lined below for the 2012-2015 contract.</u> | | | |
|--|----------------------|--------------------|--------------------|
| Battalion Chief | \$1122.30 | 1144.75 | 1167.65 |
| Battalion of Training (Division Chief) | \$1204.30 | 1228.39 | 1252.96 |
| Battalion of EMS (Division Chief) | \$1204.30 | 1228.39 | 1252.96 |
| Battalion Chief & Captain | \$1145.49 | 1168.39 | 1191.76 |
| Lieutenants | \$1030.52 | 1051.13 | 1072.15 |
| Firefighter/EMT Over 36 Months | \$980.48 | 1000.09 | 1020.09 |
| Firefighter/EMT Over 24 Months | \$887.27 | 905.01 | 923.11 |
| Firefighter/EMT Over 12 Months | \$808.50 | 824.67 | 841.16 |
| Firefighter/EMT | \$729.72 | 744.31 | 759.20 |
| Fire Marshal | \$1204.30 | 1228.39 | 1252.96 |

For the District:

 date: 1.17.12

For the Union:

 date: 1/17/2012

Memorandum of Agreement (MOA)

CASH FLOW ASSISTANCE/ OVERTIME DEFERMENT

THIS AGREEMENT is made by and between the Central Coventry Fire District, herein (District), and the International Association of Firefighters, Local 3372, herein, (Bargaining unit).

THE DISTRICT has realized a drastic and unprecedented lull in tax collections throughout the 2010-11' budget year that has forced a serious reduction in cash flow. Due to the cash flow shortage, the district has not been able to meet its short-term contractual obligations to the employees and has requested that the bargaining unit seek some alternative funding solutions for overtime compensation and clothing allowance.

THE BARGAINING UNIT has recognized the need to work mutually with the district during these unprecedented financial times in a cooperative effort to assist the district in their short-term cash flow shortage, while continuing to maintain minimum staffing levels to facilitate a safer and more effective firefighting and emergency medical force for both the public and the employees.

NOW THEREFORE, for the good and valuable consideration, the District and the Bargaining unit agree to the terms of this agreement and the specifications herein:

- A. The district shall perform a complete and thorough forensic audit of the district financials. Said audit shall be performed immediately upon the conclusion of the 2011' fiscal year.
- B. The audit shall be performed by a third party audit firm mutually selected by the local and the district.
- C. The local will finance, interest free for up to one year, the costs to perform such an audit up to ten thousand dollars if the district cannot afford to pay for an audit.
- D. A complete and full report shall be provided to the local immediately upon completion.
- E. The district shall agree to immediately develop and institute written policies and procedures for the daily operations of the Tax Collectors office.
- F. The district shall direct the tax collector to aggressively collect outstanding taxes to the fullest extent of the law and to immediately institute a system that will provide past due reminders for any and all outstanding accounts, on a quarterly basis.
- G. The local will allow eligible privates to act as Lieutenants for all vacant and long-term vacancies until such time as a promotional list is established or up to November 1, 2011.
- H. The district shall continue to fill any and all other vacancies as usual; however the bargaining unit will agree that overtime compensation worked during July 24th - November 1st 2011' will not be immediately paid out. The overtime compensation will be paid to the employee according to the following schedule:
 - i. 25 % of the accrued compensation will be paid to the employee on that employee's anniversary date in 2012.
 - ii. 25 % of the accrued compensation will be paid to the employee on that employee's anniversary date in 2013.

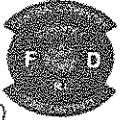
Initial GB

Initial [Signature]

- iii. The final balance of the accrued compensation shall be paid to the employee on the anniversary date in 2014.
 - iv. The employee may also have the option to elect to receive the payment at the time of retirement or separation of service.
 - v. A separate "IOU" log shall be held by the Chiefs secretary and updated weekly during this time. Such log shall specify the employee's name; date the hours were worked, numbers of hours worked, as well as the check number and date of the payment.
 - vi. All payments made to the employee will be paid based on the employee's overtime rate as determined at the appropriate anniversary/ retirement or separation of service date.
 - vii. Any employee that exceeds twenty-four (24) or more hours of overtime in a single pay period shall be compensated for said hours worked in excess of the twenty-fourth overtime hour in the next regular pay period.
- I. Any employee held over or ordered-in to work shall be compensated for such times in the next regular pay period.
 - J. The local will agree to defer the past due clothing allowance, due to all eligible employees from June 01, 2011, six hundred dollars respectively, until the employee retires or leaves employment with the district, at which time, clothing allowance shall be paid to the employee at the going rate at time of retirement/separation of service, but not less than eight hundred \$800.00. All payments shall be made in accordance to the current terms and conditions regulating clothing allowance payments.
 - K. This agreement shall further serve to resolve the grievance filled by the local on June 18th 2011, with regard to clothing allowance.
 - L. The parties further agree that this is a singular and extraordinary situation and shall not be considered as a past practice nor shall it be construed or implied as precedent setting in any way whatsoever.
 - M. The district agrees that it will not utilize this agreement in any court proceedings or arbitration etc... , with the exception for the enforcement of this agreement.

NOW in consideration of covenants set forth herein, this agreement shall become a legal and binding document and shall remain legal and binding upon the successors and assigns of both parties bound by treaty. This treaty or agreement shall become effective immediately upon the execution of the signatories.

For the district:




Girard Bouchard

Girard Bouchard, President

Date: 07 24 11

Initial GB

For the Bargaining Unit:



David Gorman

David Gorman, President

Date: 7/24/11

Initial DG