

AGREEMENT



Between the

CENTRAL COVENTRY FIRE DISTRICT

and

International Association of Fire Fighters

LOCAL 3372

September 1, 2015 – August 31, 2020

FINAL VERSION DO NOT CC

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1 **ARTICLE I**
2 **GENERAL**

3
4 **1. CONTRACT**

5
6 Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island,
7 1956 as amended, entitled "Fire Fighters' Arbitration", and Title 45, Chapter 9 of the General
8 Laws of Rhode Island, entitled the "Fiscal Stability Act," this contract is made and entered
9 into this ____ day of April 2015 by and between the CENTRAL COVENTRY FIRE
10 DISTRICT ("District") acting through the State appointed Receiver ("Receiver") and LOCAL
11 3372, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.
12

13 **2. RECOGNITION**

14
15 A. The Central Coventry Fire District (District), recognizes Local 3372, International
16 Association of Fire Fighters, AFL - CIO (Union) as the sole and exclusive bargaining agent
17 for full-time employees of the Central Coventry Fire District engaged in firefighting and
18 rescue services, fire prevention and investigation, training and education, dispatching, and any
19 other positions other than the Chief and Deputy Chief of the department, for the purpose of
20 collective bargaining relative to wages, salaries, pension, hours, and terms and working
21 conditions of employment. The rights of the District and its employees shall be respected, and
22 the provisions of this contract shall be observed for the orderly settlement of all questions.
23

24
25 **3. UNION SECURITY**

26
27 A. The District agrees not to discharge or discriminate in any way against employees for
28 Union membership or lawful Union activities. It is agreed by the parties that employees as
29 defined herein, after the effective date of this contract, may become members of the Union and
30 continue their membership throughout the life of this contract. Should the employee choose
31 not to be a member of the Union, he/she shall then pay to the Union a representation fee equal
32 to the annual dues paid by Union members. This representation fee shall be paid by payroll
33 deduction on the same schedule as outlined for Union dues.

1
2 B. The District shall deduct Union dues and or representation fees upon receipt of the
3 written authorization from each fire fighter, and shall forward to the Treasurer of the Union
4 such amounts as deducted. The Union hereby agrees to indemnify the District and hold it
5 harmless from any and all claims, demands, and the cost of litigation for any action arising
6 from the agency shop provisions of this Article.
7

8 **4. MANAGEMENT RIGHTS**

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

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

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

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

32
33 **5. DEFINITION OF EMPLOYEE**

1
2 The term "employee" as used in this Agreement, means a full-time permanent employee of the
3 District engaged in firefighting, fire prevention, fire investigation, training, rescue, emergency
4 medical services, fire alarm and communication, and dispatching.
5

6 **6. DUTIES**

7
8 A. Duties of Firefighter/EMT

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

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

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

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

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.

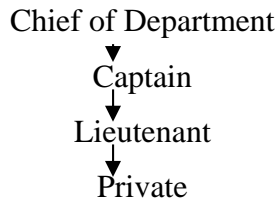
8 b. The Fire Marshal shall lead all fire investigations when requested by the
9 emergency incident commander.

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.

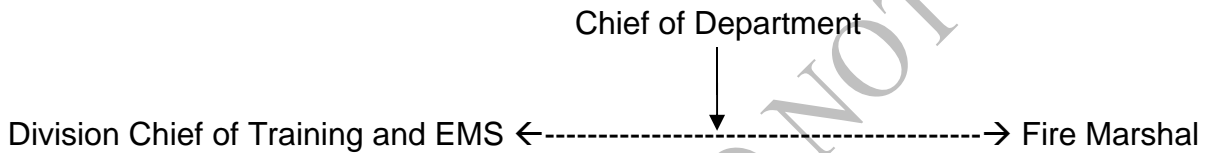
21
22 **C. Duties of other employees** including those of the Fire Prevention Division, EMS Division, and
23 Training Division shall be defined in the applicable sections of this agreement.

1 **D. Chain of Command**

2 Chain of Command – Operations Division



9 Chain of Command -Support Division



16 **E. Duties of the Division Chief of Training and EMS:**

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

1 later date to define operational response of the Division Chief and other duties. The Division
2 Chief shall report to and work directly for the Chief of the Department.

3
4 **F. Additional Duties of the Division Chief of Training and EMS:**

5 It shall also be the duty of a Division Chief to perform, conduct, and/or schedule ongoing
6 emergency medical education and training for the district, provide EMT refresher training to the
7 district employees, provide CPR re-certification to the district employees, compile and file all
8 rescue/medical billing, be responsible for all aspects of the district EMS division to include the
9 coordination of the preventive maintenance and repairs for all EMS vehicles and equipment, assist
10 the apparatus/equipment committee in drafting specifications for all new EMS vehicles and
11 equipment, train all employees on the safe and proper use of all existing and new EMS apparatus
12 and equipment, provide and maintain an annual employee vaccination program for communicable
13 diseases, and to develop and maintain a risk control program for all aspects of infection control,
14 blood borne and airborne pathogens. A formal and detailed job description may be developed by
15 and between the district and the local at a later date to define operational response of the Division
16 Chief and other duties. The Division Chief shall attend training conferences and training
17 meetings to keep abreast of current trends in the field, and represent the Fire Department at all
18 local, state and other meetings related to Emergency Medical Services.

19
20 **7. PERMANENT STATUS**

21
22 A. All employees shall be required, as a condition of employment, to obtain and maintain
23 a current State of Rhode Island EMT – C license. Any firefighter possessing an EMT –
24 Paramedic license at the time of execution of this Agreement shall not be required to obtain an
25 EMT-C license, so long as he/she maintains his/her EMT-P license.

26
27 B. The District will provide EMT & Paramedic recertification/refresher training and CPR
28 training as required by State/Federal Law to maintain these certifications.

29 Each employee will maintain a current Rhode Island Driver's License. If, for any reason, the
30 State takes any action against the employee's driver's license, the employee shall report it
31 immediately to the Chief. If the seriousness of the situation warrants, a hearing will be held
32 and the employee may be suspended until such time as the license is reinstated.

1
2 C. The District will also provide training as required to meet any additional state
3 mandated requirements, OSHA requirements as issued through the Rhode Island Department
4 of Labor, EPA requirements as issued through the Rhode Island Department of Labor, or any
5 other requirements as issued through the Rhode Island Department of Labor, or Rhode Island
6 General Laws.

7
8 D. Each employee will be required to attend such trainings as defined herein. If the
9 employee is unable to attend the scheduled training, the employee may attend a make-up
10 session provided by the District, or through arrangements made by the training officer, or may
11 attend the makeup training outside of the District. The district shall pay all costs associated
12 with training and re-certification, to include training pay if said training is not conducted
13 during regular scheduled working hours.

14
15 **8. PERSONNEL RECORDS**

16
17 A. The employment record of each employee shall be available for inspection by the
18 employee concerned, by District officials, and by others in accordance with lawful court
19 orders. An employee who wishes to inspect his/her employment record shall do so during
20 normal business hours of the administrative offices of the department. No Employee shall be
21 denied the opportunity to view the contents of their employment file.

22
23 B. An employee shall be provided with a copy of any and all evaluations, comments, or
24 remarks concerning said employee's performance or discipline at least five (5) days before
25 said evaluation, comment, remark, or discipline is placed in the employee's personnel history
26 record. If an employee disagrees with said evaluation, comment, remark, or discipline, the
27 employee may file a grievance as pursuant ARTICLE VI GRIEVANCE – ARBITRATION,
28 and said evaluation; comment, remark, or discipline shall not be placed in the employee's
29 permanent employment record unless the final outcome of the grievance/ arbitration provides
30 for such.

31
32 C. A separate training file shall be kept for each employee. Any training that the
33 employee receives shall be documented and a record shall be placed in the employee's training

1 file.

2
3 D. A separate medical record file shall be kept for each employee. Any medical records
4 that the district receives from the employee, his/her physician, or any other medical
5 documentation shall be documented and a record shall be placed in the employee's medical
6 file.

7
8
9 **9. DISCIPLINE AND DISCHARGE**

10
11 A. Violations of the rules and regulations as issued by the District, or failure to meet
12 performance standards, or failure to perform duties as outlined by the District or by this
13 Agreement, or failure to obey the lawful, safe, and industry standard directives of a superior
14 officer, or, failure to obey statutes, ordinances, or charter provisions, will result in progressive
15 disciplinary action. The progressive discipline process will consist of:

16 Step 1: Verbal – Written Warning

17 Step 2: Written Warning

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

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

21
22 B. Suspension

23 No employee shall be suspended without pay until such time as the employee has been given a
24 hearing between the disciplined employee, the district, and the union, and the outcome of the
25 hearing provides for such suspension. This does not preclude the district from placing an
26 employee on paid administrative duty pending the outcome of the hearing.

27 C. Any person who bids to the Division Chief vacancy shall serve a one hundred eighty
28 (180) day probationary period. During the probationary period, the Chief of the Department
29 shall review his/her performance as the Division Chief. During that time, if the Division Chief
30 is not performing to the level of satisfaction of the Chief of the Department and/or meeting
31 obligations inherent with being the Division Chief and/or fulfilling his/her Division
32 Assignment of the Chain of Command, the Fire Chief shall provide a performance review and

1 an opportunity to improve, along with reasonable and achievable outline for improvement.
2 The Division Chief will be subject to the progressive disciplinary policy as outlined within the
3 collective bargaining agreement, up to and including a demotion from Division Chief. Any
4 Division Chief demoted will move down one rank to the rank of Captain and shall not be
5 eligible for a promotion or be able to bid to a vacancy within the Division Chief rank for a
6 period as determined and agreed to by the district and the union.

7
8 **10. SAFETY AND HEALTH**

9
10 **A. MEDICAL EXAMS WHEN AN EMPLOYEE MAY CONSTITUTE A HAZARD**

- 11 1. It shall be the responsibility of each employee to maintain the standards of physical
12 fitness required for the performance of his/her duties.
- 13 2. When the District suspects that the physical condition of an employee may constitute a
14 hazard to himself/herself or to persons or property, the District may direct the employee to
15 submit to a medical examination which shall be paid for by the District or by the medical
16 insurance coverage provided by the District.
- 17 3. An employee who is required to submit to a medical examination at the direction of
18 the District shall be compensated in accordance with the provisions of this Agreement.
- 19 4. Any employee who is directed to undergo a medical examination pursuant to the terms
20 of this section shall execute a release authorizing the examining physician to notify the district
21 whether or not the employee is physically fit to perform as a firefighter, and if not, when and
22 under what conditions the employee may meet such requirements.
- 23 5. The employee will not return to work until such time that he/she can be reevaluated
24 and the examining physician authorizes such return to duty status.
- 25 6. The intent of this section is to promote health and fitness and not to force early
26 retirements or termination.

27
28 **B. PHYSICAL FITNESS**

- 29 1. The employees are encouraged to maintain themselves in good physical condition due
30 to the nature of firefighting and emergency medical service work. The District recognizes the
31 importance of physical fitness training and encourages the use of the fire department
32 gymnasium and fitness equipment.

1 2. In order to further encourage the use of the gymnasium, the District will allow a
2 rotation of on-duty firefighters to utilize the gym facility each day during their platoon
3 rotation, if the needs of the Department so allow. The firefighters will be allowed a maximum
4 of two hours' time for each visit. The firefighters will remain available to respond to calls if
5 needed. However, a reasonable attempt will be made by the Officer in Charge to cover their
6 assignments during such time with on-duty personnel. The mechanics of this program will be
7 developed by the Chief and IAFF Local 3372.

8 **C. HEALTH & SAFETY COMMITTEE**

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

23
24 2. The District shall not restrict the HSC members from any Fire Department facility
25 when investigating health and safety conditions.

26
27 3. The Committee will be guided by, but not limited to, the following principles:

- 28 a. Make immediate detailed investigation into each accident, death or injury, to
29 determine the fundamental causes.
- 30 b. Inspect Fire Department facilities to detect hazardous physical conditions or unsafe
31 work methods, including training procedures. Recommend changes or additions to
32 protective equipment, protective apparel, or devices for the elimination of the hazards
33 of fire duty.

1 c. Promote safety and training for committee members and fire department employees.

2 d. Participate in advertising safety and in selling the safety program to the employees
3 through department meetings. In line with the goals listed above, the Committee shall:

4 1. Make periodic inspections of the fire department facilities; but not less
5 frequently than semi-annually.

6 2. Make recommendations for the elimination of unsafe or harmful work
7 conditions. All recommendations shall include a target date for abatement of
8 hazardous conditions.

9 3. Review and analyze all reports of accidents, deaths, injuries, and illness.
10 Investigate causes, and recommend rules and procedures for the promotion of
11 health and safety of fire department employees.

12 4. Keep minutes of all Committee meetings and a written report shall be
13 prepared for review at the next Committee meeting. A record shall
14 be kept of accidents, injuries, and illnesses and shall be maintained by
15 the District and made available on request to the Health and Safety
16 committee.

17 5. Prior to being purchased, all new equipment and apparatus, and/or their respective
18 specifications shall be developed and or reviewed, and modified if needed, by the HSC
19 to ensure full compliance with NFPA standards and other applicable industry
20 standards or codes.

21 6. All response plans such as run cards, shall be reviewed, and further modified if
22 needed, by the HSC.

23
24 **D. TRAINING & SERVICE WORK:**

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

32
33 2. All new hires shall attend training academies or new recruit schools of no less than

1 fourteen (14) weeks equaling 560 hours. Upon completion of the fourteen (14) week formal
2 training school, the recruits will then serve one week at each fire station, Monday through
3 Friday 0800 – 1600 hours for job shadowing and training purposes. Upon completion of the
4 two (2) week rotation, the recruits will spend one (1) week back at the formal training
5 academy to review policies, procedures, operational issues, and complete the final testing and
6 evaluation. Upon successful completion of the sixteenth week of training, the eligible recruits
7 will be hired as full-time, probationary employees, and it is then that the probationary
8 employee shall be assigned to a position on the rotating schedule and shall serve a four (4)
9 week rotation on the 3-platoon schedule to get used to the work schedule and job assignments.
10 Upon completion of the four (4) week rotation, employees may be assigned their work
11 schedule or may be allowed to bid their work schedule and will be considered out of training
12 and count towards minimum staffing. All training academies or schools should be conducted
13 with safety as a priority and in accordance with NFPA standards. All recruits and/or new hires
14 shall undergo a minimum training to the most current edition of NFPA 1001 Level 1 & 2, &
15 Hazardous materials awareness and operations, as well as review and competency testing in
16 department operations, procedures, policies, and equipment, prior to the commencement of the
17 academy. New hires shall further undergo an emergency vehicle drivers training course, no
18 less than fifty hours of pump training, and no less than thirty hours of aerial ladder training..
19 All new hires shall be required to take the NFPA 1002 Driver/Operator-PUMPER training,
20 within one year of hire, or as soon as the class becomes available. For safety reasons, training
21 academies and/or recruit class shall be subject to the outdoor training provisions of Section
22 (D)(1) herein. The Training Division shall document all necessary training hours in
23 accordance with the CBA. If a recruit or probationary employee has not completed the
24 minimum number of training hours as required, he/she shall not count towards minimum
25 staffing levels. A copy of all certifications and documentation of the number of hours of
26 training shall be submitted to the union president and the HSC prior to the employee
27 graduating the academy or recruit school.

28
29 **E. TESTING AND MAINTENANCE OF AERIAL DEVICES, GROUND LADDERS, SCBA'S AND**
30 **OTHER LIFE SAFETY EQUIPMENT**

- 31 1. All fire district equipment shall be purchased, maintained, and used as recommended
32 by the applicable NFPA standards and manufacturer recommendations.
- 33 2. All aerial devices and ground ladders shall, on a yearly basis, be inspected and tested

1 for structural integrity and safety through non-destructive test methods such as Ultrasonic and
2 Magnaflux.

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

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

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

12
13 **F. Protection of Employees**

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

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

18
19 **G. PLACING NEW EQUIPMENT IN TO SERVICE.**

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

23
24 **H. IMMUNIZATION SHOTS**

25 The district agrees to pay all expenses for inoculation or immunization shots for the employee
26 and for the members of the employee's family residing in his/her household when such shots
27 become necessary as determined by a physician as a result of said employees exposure to
28 contagious disease where said employee has been exposed to said disease in the line of duty.

29 The District shall provide to those employees who voluntarily request it, vaccinations against
30 all types of Hepatitis, Flu Vaccines, and any diseases occupationally acquired, with the
31 District paying the full cost. Employees not requesting said vaccinations shall sign a waiver
32 each year.

33

1 **I. Use of Tobacco Products Prohibited**

2 For the health and safety of all employees, there shall be no use of tobacco productions during
3 working time.
4

5 **ARTICLE II**
6 **EMPLOYEE BENEFITS**

7
8 1. **SENIORITY**

9
10 A. Seniority in rank shall be computed from the date of most recent appointment to said
11 rank.

12
13 B. An employee's departmental seniority shall be determined by the total length of
14 service as a full-time paid employee of the Fire Department or District. Seniority shall be
15 computed from the date of original employment. If an employee has a break in service, unless
16 caused by military activation, seniority shall be computed from the most current date of re-
17 employment with the Department/District.

18
19 C. The District shall maintain and post annually a current seniority list. This list shall be
20 used whenever called for by specific Articles and Sections of this Agreement and in such other
21 cases as may be agreed upon by the District and the Union. The seniority lists shall include
22 each employee's last date of hire, name, rank, number of years at current rank, and number of
23 years of continuous service to date.
24

25 2. **BID SYSTEM**

26
27 A. **RIGHT TO BID:** All employees assigned to the three-platoon system, shall be
28 allowed to select platoon assignments based on seniority in grade. Employees may exercise
29 their right to select platoon assignments in accordance with Article II Section 2 of this
30 Agreement whenever a vacancy occurs or whenever additional Fire Fighter/EMT positions are
31 added to the district or become vacated or available. When support division positions other

1 than Civilian Staff are added to the district, or become vacated or available, or are considered
2 a “fulltime” position, employees may exercise their right to select said positions in accordance
3 with Article II Section 2 of this Agreement.
4

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

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

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

27 **E. FIRE MARSHAL ELIGIBILITY-TO-BID-LIST:**

28 An eligibility-to-bid-list shall be maintained for the position of Fire Marshal. The list shall be
29 valid for a period of two (2) years from each test date.

30 The list shall be set in seniority order; from the most senior to least senior employee that has
31 met the qualification requirements set forth herein.
32

33 **F. FILLING A FIRE MARSHAL VACANCY:**

- 1 1. The Fire Marshal may open his/her position during any annual bid or bid out at any
2 other bid session. The subsequent vacancy will then be filled based upon seniority of
3 eligible employees. When a vacancy occurs, the position will be offered to the most
4 senior eligible employee on the eligibility-to-bid-list.
- 5 2. If the fire Marshal decides to bid out of the position, he/she will return to the platoon
6 system as a firefighter at the rank of Private and shall receive pay commensurate to a
7 private's pay scale.
- 8 3. If the most senior eligible employee declines to bid to a vacant Fire Marshal position,
9 it shall be offered to the next senior and so on. Any employee declining to bid to a vacant
10 Fire Marshal position will retain his seniority privilege for any future vacancy.
- 11 4. If no employee bids to a vacant Fire Marshal position, the least senior eligible
12 employee on the list shall be ordered to the vacant position until such time a more junior
13 employee becomes eligible to be ordered or an eligible employee bids to the position
14 during a bid session. In the instance that no employee is eligible, the most junior officer
15 shall be "ordered" to that position. Any employee ordered to a vacant Fire Marshal
16 position will retain his seniority privilege for any future vacancy.

17 **F.1 FILLING A DIVISION CHIEF VACANCY**

- 18 a. When a vacancy occurs, the position will be offered to the most senior eligible
19 employee as described above.
- 20 b. If the most senior eligible employee declines to bid to the vacant Division Chief
21 position, it shall be offered to the next most senior eligible person and so on until
22 an employee accepts the position.
- 23 c. If no employee accepts the vacant Division Chief Position, the least senior eligible
24 person as defined above, shall be ordered to the vacant position until such time a
25 more junior employee becomes eligible, or a more senior eligible person bids to
26 the position during a bid session.
- 27 d. If there are no eligible employees to fill the vacancy, then the position may go to a
28 bid to be filled by any Captain as a temporary assignment until such time as an
29 employee meets the qualifications to bid the position permanently. If no Captain
30 bids the temporary assignment, then the most junior eligible Captain will be
31 ordered to that position until such time another employee becomes eligible to be

1 ordered in to the position or meets the requirements to bid the position
2 permanently.

- 3 e. Division Chief Assignments shall be chosen at any bid session. A Division
4 Chief shall not be eligible to open his/her assignment until he/she has
5 served in the respective assignment for at least one year.

6 **G. PROBATIONARY EMPLOYEES EXEMPT:** Probationary employees shall be exempt
7 from the bid process and may be temporarily assigned to a shift, platoon, or position until the
8 employee has completed probation. The Chief of the department will have the authority to
9 transfer probationary firefighters, as he/she deems necessary for training and evaluation. If a
10 probationary employee is assigned to a platoon, shift, or position, that does not preclude a
11 more senior member from bidding to that position, thus forcing the probationary employee out
12 of said position. Once the employee has completed probation, the chief shall notify the union
13 of such, and the union shall convene a bid session to fill any new or vacant positions.

14
15 **H. RIGHT TO BID WHILE ON LEAVE:** Any member, who is out of work due to an
16 injury or illness, or any form of leave, may bid for any open position, or bid for a position into
17 a Special Division if so qualified. The said member shall not forfeit or lose any seniority
18 benefits in time in grade while on a “job-related” injury or illness status.

19
20 **I. ANNUAL BID:** In addition to the vacancy bid, an annual bid shall be held during the
21 first week of November of each year for voluntary bidding. These transfers would go into
22 effect after January 1st and be completed by January 15th. Within five (5) days of the annual
23 bid, Local 3372 shall notify the Chief of the outcome of said bid. When movement or transfer
24 is voluntary and not a “forced transfer” as a result of a promotion, staffing increase, or new
25 assignment, the district will not be required to pay overtime.

26
27 **3. TEMPORARY SERVICE OUT OF RANK**

28
29 A. At times, due to vacancies and leaves, and in a mutual effort to fulfill the obligation
30 set forth under the minimum staffing section, the Local and the district agree to allow
31 firefighters that have successfully passed and placed on the Lieutenants promotional eligibility
32 list, to act in place of a Lieutenant. During that time, the firefighter will be considered as

1 “acting out of rank” and will be compensated at the rate of a Lieutenant.

2
3 B. It is further agreed upon, that at any time, when a Lieutenant acts out of rank to fill a
4 Captain position, and/or a Captain acts out of rank to fill a Division Chief position, then each
5 will be considered as “acting out of rank” and will be compensated at the rate of pay for the
6 position that he/she is said to be acting for.

7
8 C. It is further understood, that with the mutual agreement of both parties, the district
9 may create one or more daytime positions to facilitate trainings and instruction to new hires
10 through a Training Academy, or to instruct department trainings such as EMS refresher class.
11 When the need arises for such a position(s), it is agreed upon that the district will maintain the
12 minimum staffing levels as set forth herein, and then each employee will be considered as
13 “acting out of rank” and will be compensated at the rate of pay that is one grade higher than
14 that of what he/she is currently being compensated. Upon the completion of the training
15 academy or assignment, then the employee will revert back to his/her normal rate of pay.

16
17 D. Any person acting out of rank shall only be compensated as out of rank, for the
18 specific shift that they are said to be acting for. If an employee works any shift other than that
19 specific shift, they will be compensated at his/her regular rate of pay.

20
21 E. Any person acting out of rank shall not be considered to have that rank, be addressed
22 at that rank, use the title of that rank, or wear an insignia, badge, pins, etc... of that rank.
23 They will be recognized for the rank in pay for monetary purposes only.

24
25 E. If an officer is unable to work for a period of sixty (60) consecutive days or more, this
26 shall be considered a long-term absence in which the employees who have successfully placed
27 on the appropriate promotional list shall be offered the opportunity to voluntarily transfer and
28 act Out of Rank to cover the long-term absence and to be compensated appropriately. Should
29 no eligible person accept the opportunity to voluntarily transfer on such temporary
30 assignment, or should the list have been exhausted, or in the absence of a list, then the long-
31 term absence will be filled in accordance with the remainder of Article II, Section 3.
32 Notwithstanding the foregoing, the Chief shall have the discretion to move floater(s) between
33 platoons to cover any vacancies that are reasonably anticipated to last 30-days or more. When

1 making such transfers, the Chief shall have the discretion to cover a long-term officer vacancy
2 with an officer floater, if any. Floaters shall be given at least 96 hours' notice before any such
3 transfer, and it shall be required that any floater shall have 96 hours off prior to the start of any
4 new assignment.

5
6 **4. STAFFING**

7 1) A. The Department shall maintain thirty (30) line firefighting and rescue positions, which
8 will include the following: three (3) Captains, nine (9) Lieutenants, twelve (12) Fire
9 Fighters/EMTs, and six (6) "floaters." Each platoon shall consist of the following bid positions:
10 one (1) Captain, three (3) Lieutenants, four (4) Firefighter/EMT's, and two (2) floaters. Floaters
11 shall be assigned as follows:

12 i. The District will assign two (2) floaters per platoon. The floaters will bid into
13 these positions by seniority during the normal department bid.

14 ii. The Chief shall have the discretion to move floater(s) between platoons to cover
15 any long-term vacancy that is reasonably anticipated to last 30-days or more.

16 When making such transfers, the Chief shall have the discretion to cover a long-
17 term officer vacancy with an officer floater, if any. Floaters shall be given at least
18 96 hours' notice before any such transfer, and it shall be required that any floater
19 shall have 96 hours off prior to the start of any new assignment.

20 iii. Floaters shall have the right to refuse a transfer by seniority; however, the Chief
21 shall have the right to assign the least senior available floater in the rank
22 necessitating the transfer to cover the long term vacancy.

23 B. The Department's union day staff will consist of one (1) Division Chief and one (1)
24 Fire Marshal. The Chief will not be a member of the bargaining unit.

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

28
29 D. This section does not limit the District from hiring more than thirty-two (32)
30 employees during the term of this contract. If at any time the District goes below the overall
31 line staffing of thirty (30) personnel, the District shall have up to fifteen (15) weeks to replace
32 and fill the vacancy.

1
2 E. The District will achieve the foregoing officer compliment through attrition without
3 decommissioning any officers.
4

5 **5. MINIMUM STAFFING & FACILITIES**
6

7 A. There shall be no less than eight (8) firefighters on duty at all times, which shall
8 include at least four (4) officers / acting officers.
9

10
11 **6. LAYOFFS AND CONTRACTING OUT**
12

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

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

18 C. There shall be no layoffs of bargaining unit employees from September 1, 2014
19 through August 31, 2020.
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 successful completion of the initial 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 assignment that creates a situation
21 where two (2) probationary firefighters would be working together.
- 22 ii. When filling a vacancy, a probationary firefighter should not be offered an assignment
23 that creates a situation where two (2) probationary firefighters would be working
24 together. If this should occur, it is treated as a bye and the callback list is not marked,
25 but left blank.
- 26 2. Probationary firefighters may not fill civic details. They are eligible to fill details
27 when they have successfully completed their probationary period.
- 28 3. Two probationary firefighters may not work together, on the same shift assignment.
- 29 4. Probationary firefighters are allowed to swap shifts with other employees as long as
30 the swap does not create a situation where two (2) probationary firefighters will be working
31 together.
- 32 5. Probationary firefighters may participate in the bid process per Article II, Section 2.
33 However, the result of a bid must be such that no two probationary firefighters are working

1 together on the same shift assignment. If the result of a bid does present with two
2 probationary firefighters working together, there are two possible solutions.

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

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

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

10 **8. PROMOTIONS**

11 1. All vacant or new positions within the bargaining unit (e.g., excluding the Chief) shall
12 be subject to the testing, promotional, and transfer procedures established by the District and
13 Local 3372. Eligibility and qualifications for all vacant or new positions shall be worked out
14 between the District and the local unless provided for herein.

15
16 2. Appointment or transfers to newly established or vacant positions, with the exception
17 of the position of Chief, shall be offered to present fulltime Firefighters/ EMT's of the District,
18 provided they are qualified for the position being filled. The Board of Directors and Local
19 3372 shall establish qualifications for any new or vacant positions within the bargaining unit
20 (e.g., excluding the Chief).

21
22 3. The District will allow the Union to provide input into the hiring criteria for the Fire
23 Chief position, as well as the process used by the District in filling the Fire Chief position;
24 however, the District will retain complete discretion in setting the criteria for the Fire Chief,
25 determining the process used by the District in filling the Fire Chief position, and in selecting
26 the Chief of the District. Members of the bargaining unit shall not be restricted from applying
27 for the Chief's position.

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 employee apply for the appointment, request 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 to bargaining unit positions (e.g., excluding the Chief) will be made from presently
14 employed members, based on the results of a competitive written exam, seniority, oral board, and
15 education points, with the exception of the Fire Marshal and Division Chief. Said support
16 positions shall be subject to promotional or transfer procedures that are mutually developed by the
17 district 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/her secretary, and mechanically date and time stamped, no later than 5PM
23 on 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/her total
32 points earned for the written portion of the examination process will be 37.5 points)

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 DIVISION CHIEF**

- 2 1. To be eligible for promotion to Lieutenant, Captain, or Division 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 Division 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 who bids to a Fire Marshal position not
26 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 shall maintain the Assistant Deputy State Fire Marshal Certification
32 as a condition of holding the Fire Marshal Position. The District shall be required to provide any
33 re-certification or new certification requirements required by law. The district shall pay all costs

1 associated with training and re-certification, but this shall not include any additional pay or
2 overtime..

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 Cardiac License and maintain such
20 license while occupying a Fire Marshal Position. The district shall pay all costs associated with
21 re-certification, but this shall not include any additional pay or overtime.

22
23 7. Candidates shall not be required to have Arson Investigation Training at time of the
24 bid, however, if employee does not have said training, they shall be required to obtain such
25 training and acquire credentials. Only one opportunity shall be provided. Arson Investigation
26 Training will be provided after the employee has successfully obtained an Assistant Deputy State
27 Fire Marshal Certification. At no time, shall a Fire Marshal be required to attend both
28 classes/trainings simultaneously. The district shall pay all costs associated with training and re-
29 certification, but this shall not include any additional pay or overtime. The employee will be
30 allowed one attempt to receive such credentials.

31
32 **8 D. ELIGIBILITIES & RESTRICTIONS AS FIRE MARSHAL:**

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

4
5 2. The Fire Marshal 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 the Fire Marshal position,
7 provided that he/she meets all contractual requirements for such rank.

8
9 3. The Fire Marshal shall be designated as an exempt, salaried employee. The Fire
10 Marshal shall not be eligible to work regular or overtime shifts within the three platoon system
11 and/or detail assignments that are normally and regularly offered to the employees within the
12 three platoon system.

13 **8 D.1 QUALIFICATIONS TO BID TO DIVISION CHIEF**

- 14 a. Two (2) consecutive years holding the rank of Captain.
- 15 b. Successful completion of the following accredited courses:
- 16 i. Firefighting Tactics and Strategy
- 17 ii. Officer Leadership
- 18 iii. Municipal Fire Administration
- 19 iv. Fire Hydraulics and Equipment
- 20 c. OR, in lieu of item b as described above, an Associate's Degree or greater in Fire
21 Science.
- 22 d. The courses listed in b. above may be taken per the stated title or any course that may
23 be equivalent. The course may be taken by attending the program or completing the
24 program through the internet. In either case, the course taken must be accredited
25 through a recognized institution. Any contention as to whether a course or class will
26 count towards a class as described in b.; the President of the Local and the Chief shall
27 need to mutually agree.
- 28 e. Must have and maintain an EMT Cardiac Licensure.
- 29 f. Proof of education requirements herein shall be submitted to the Chief of the
30 Department no less than 72 hours prior to a bid session and the Chief of the
31 Department shall have validated the courses in writing no later than 24 hours prior to a
32 bid session. Any contention to the validation decision of the Chief will be mutually

1 reviewed by the President of the Local and the Chief of the Department prior to the
2 bid session.

3 **8 E. Testing and Scoring Procedures: ALL EXAMS**

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

7
8 2. The district shall provide the testing agency with a copy of all study material as outlined above
9 and the test shall be developed based on an equal number of questions for each piece of study
10 material. (ie: five pieces of study material would mean that there should be 20% of the questions
11 from each subject of study material.)

12
13 3. The candidate's final score shall be calculated by adding the employee's points earned for the
14 written exam, seniority, education, and oral exam. A minimum overall score of sixty (60) is
15 needed to be placed on the promotional list. The employee that achieves the highest overall score
16 will receive the promotion(s). The remaining candidates will rank on a promotional list according
17 to their overall score. In the case of a tie score, departmental seniority will be the deciding factor.

18
19 4. All promotions to vacancies shall be made pursuant to the time schedule as specified within
20 Article II, Section 2 of this Agreement, Titled "Bid".

21
22
23 **8 F. Work Relief:**

24 The district shall provide work reliefs for employees assigned to the three platoon system who are on
25 duty in order to take the Promotional Examination without requirement to make up the time.

26 The district shall also provide work reliefs for employees assigned to the three platoon system who are
27 on duty if they are being promoted or recognized at any departmental function or ceremony, without
28 requirement to make up the time. In the event such employee or employees participating in taking the
29 Promotional exams, or participating in a departmental function/ceremony reduces the workforce below
30 minimum staffing levels, the Chief shall order off duty employees to fill in for those employees being
31 granted work relief in accordance with the Collective Bargaining Agreement between the parties. This
32 shall be the only instance where the minimum number of officers / acting officers or the minimum

1 number of privates on duty may be temporarily reduced to facilitate the requirements of this section.

2
3 **9. HOURS**

4 A. The regular work schedule for all employees permanently assigned to one of the three
5 platoons within the firefighting and rescue operations, including the Captains, the Lieutenants
6 and the Fire Fighter/EMT personnel, shall be an average annual work week of fifty-six (56)
7 hours with the regular hourly rate of pay for such employees to be one fifty-sixth (1/56th) of
8 the employee's regular weekly salary. The actual work schedule and tour hours for "line"
9 members shall be a rotating shift schedule consisting of the following:

10 24-hours on-duty, followed by 24-hours off-duty, followed by 24-hours on-duty,
11 followed by 24-hours off-duty, followed by 24-hours on-duty, followed by 96-hours
12 off-duty.

13 This rotating schedule will consist of on-duty shifts of 24-hours beginning at 0700 hours and
14 ending at 0700 hours on the following day.

15 The District and the Union shall meet annually to discuss different variations of a 3-
16 platoon, 56-hour per week schedule, and the parties may change the schedule by mutual
17 agreement, provided it still results in a 3-platoon system/56-hour (average) workweek.

18 B. The Fire Marshal shall be designated as an exempt, salaried position. The Fire
19 Marshal shall be assigned to a regular 40 hour workweek, consisting of four (4), ten (10) hour
20 days each week. The regular workweek will be set as Tuesday through Friday, 0700-1700.
21 The Fire Marshal will be permitted to work a Flex-Schedule with approval of the Chief. The
22 mechanics of this schedule will be worked out between the Chief and the Union.

23 C. The Division Chief shall be designated as an exempt, salaried position. The Division
24 Chief will be assigned to a regular forty (40) hour workweek, consisting of four (4), ten (10)
25 hour days each week. The regular workweek will be set as Monday through Friday, 0700-
26 1700 with the actual days worked each week chosen by the employee the week before. During
27 a training academy or a recruit school, the Division Chief shall work a five day schedule
28 consisting of Monday- Friday 0800-1600. If the Division Chief is permitted to fill a vacancy
29 within the three platoon system by the Chief or his/her designee, then the Division Chief may
30 be eligible for overtime pay for such hours worked, subject to the same terms and conditions
31 as firefighters assigned to the three platoon system under this Agreement (e.g., Section 7(k) of
32 the FLSA).

1 **10. SUBSTITUTIONS**

2
3 Any employee substituting for another employee shall not be considered on callback time or
4 over time, and there shall be no compensation therefore. Substitutions shall not be permitted
5 if they result in the District paying any overtime. Members requesting substitutions must do
6 so in writing to the Chief, or his/her designee, on a form prepared by the District, which shall
7 include, at a minimum, the firefighters involved in the substitution and the dates of the
8 substitution. All substitutions must be repaid within ten (10) months of the initial substitution.
9 No approval is required for substitutions, but the employee must fill out the appropriate form
10 prior to the start of the shift. Any employee, while substituting for another employee, shall be
11 considered to be on duty, in the employment of the District, and shall be subject to the same
12 rights, benefits, privileges, and other aspects of this agreement, as well as any statutes relating
13 to employment, as he/she would if he/she were on duty working his/her normally assigned
14 shift. However, time worked as a substitution shall not be considered hours worked for the
15 purposes of calculating overtime under the Fair Labor Standards Act, while time taken off and
16 replaced by a substitution at no cost to the District shall be credited as hours worked for the
17 employee taking the time off. If a firefighter is absent on the day he/she is supposed to work a
18 substitution for another and it results in the District paying any overtime caused or created by
19 the absence, then the District shall deduct one and one-half (1 ½) hours of sick leave from
20 such firefighter for every one (1) hour of overtime caused by his/her absence (if the firefighter
21 does not have such time available in his/her sick leave bank, then the District shall deduct such
22 amounts from accrued vacation leave). Support personnel such as the Fire Marshal and the
23 Division Chief may not substitute for employees working within the three platoon system.

24
25 **11. CLOTHING ALLOWANCE**

26
27 A. All fire fighters will comply with the dress code as issued by a committee designated
28 by the Chief of the department and the union. This dress code shall be designed for safety of
29 all personnel, uniformity of appearance, and easy identification of district Fire personnel by
30 the public. Each employee shall be responsible to wear presentable uniforms while on-duty for
31 the fire district. Worn or faded clothing; torn clothing; stained shirts, pants, hats, jackets, etc.
32 are not acceptable and are required to be replaced with presentable uniform apparel utilizing
33 the individual's clothing allowance.

1 B. The District shall provide each new hire an allowance of up to \$1,200.00 to purchase
2 an initial Class A and B uniform through an account with a vendor chosen by the District,
3 upon appointment and successful completion of recruit school. All uniforms shall conform to
4 the class contained in the appropriate edition of NFPA recommendations. As a condition of
5 receiving this allowance, each new hire must execute an agreement with the District, which
6 will require the individual to repay 100% of the cost to the District to purchase such items if
7 he/she separates from the District within the first two (2) years of his/her appointment for any
8 reason. Commencing in the firefighter's second year, he/she shall be eligible for the full
9 \$700.00 clothing allowance as provided to other firefighters.

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

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

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

20 F. All employees assigned to the three-platoon system, and the Fire Marshal and
21 Division Chief position, shall be paid a clothing allowance of \$700 per year to purchase
22 Department uniforms. Such clothing allowance shall be taxed as income, and it shall be
23 issued in a separate check from payroll on the pay period following the employee's
24 anniversary date. The employee should submit a request form at least two weeks prior to
25 his/her anniversary date to assure timely compensation.

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

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

32 I. The Chief of the Department can require a Class A Dress Uniform for indoor details
33 based on the type of said detail. For all types of fire watches (indoor and outdoor), and all

1 outside details, the prescribed uniform shall be the Department's station uniform.

2 J. The Union's obligation to indemnify and hold the District harmless for any breach of
3 the Union's obligations under the prior provisions of this section shall continue for any
4 clothing allowance payments the District made pursuant to the terms of the parties' collective
5 bargaining agreement that was in existence as of December 23, 2014, so long as the District
6 funding had been provided to the local on or before the pay period following each employee's
7 respective anniversary date. The Union shall not be obligated to indemnify and hold the
8 District harmless for any instance where the District did not make the clothing allowance
9 payments that were required by the provisions of this agreement in effect at that time.

10
11 K. Pursuant to the Memorandum of Agreement dated July 24, 2011, employees agreed to
12 defer the past due clothing allowance that was due to all eligible employees on June 1, 2011,
13 Six Hundred Dollars (\$600.00) respectively, until the employee retires or separates from
14 service, at which time, a deferred clothing allowance shall be paid to the employee at the
15 going rate at time of retirement/separation of service, but not less than Eight Hundred Dollars
16 (\$800.00). All such payments shall be made in accordance with the current terms and
17 conditions regulating clothing allowance payments (e.g., the payments shall be considered
18 taxable income and they shall not be pensionable). The parties agree to memorialize this
19 deferment into this collective bargaining agreement as Appendix A.

20
21 **11A. PROTECTIVE EQUIPMENT**

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

26
27 All new employees shall be issued brand new protective clothing specifically ordered and
28 fit for that employee. Protective clothing for new employees shall be ordered at least
29 fourteen (14) days prior to the employee being placed on the three platoon system.

30 Recycling or re-issuing of protective clothing is not allowed. NFPA compliant PPE
31 shall be assigned to the recruits' during the fire academy and for use during their initial
32 assignments in the station.

33 Any uniform clothing or protective equipment, as listed in this section and Article II,

1 Section 11, issued by the District to a bargaining unit employee, which is damaged or
2 destroyed beyond repair or which is in need of replacement, shall be ordered within fourteen
3 (14) days of date of damage or notice of damage.

4
5 Upon retirement, the employee may keep all badges, collar pins, helmets, shields and/any
6 and all issued equipment, with the exception of portable radios and SCBA masks.

7
8 **12. DEFERRED COMPENSATIONS PLAN & OTHER INVESTMENT PLANS**

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

13
14 **ARTICLE III**
15 **COMPENSATION**

16 **1. SALARIES**

17 A. The parties agree that the District will implement bi-weekly payroll for the personnel of the
18 Fire District. The bi-weekly salary scale attached hereto as Appendix B will be in effect for the full-
19 time personnel of the Fire District:

20
21
22 B. The regular hourly rate of pay for all full-time employees who work the three-platoon rotating
23 schedule shall be equal to one fifty-sixth (1/56th) of his/her regular weekly pay.

24
25 C. The base salary of the Division Chief and the Fire Marshal shall be calculated on a forty-hour
26 work week.

27
28 **2. PAID HOLIDAYS**

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

31	New Year's Day	Labor Day
32	President's Day	Columbus Day
33	Martin Luther King Day	Veterans Day

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

4 B. For FY2015 and FY2016 only, all full-time employees will receive eleven (11) hours of pay at
5 their regular hourly rate of pay for the following five (5) legal holidays: Labor Day; Columbus Day;
6 Veterans Day; Thanksgiving Day; and Christmas Day. Commencing in FY2017, all full-time
7 employees will receive twelve (12) hours of pay at their regular hourly rate of pay for all of the legal
8 holidays listed above in Art. III, Section (2)(A). This holiday pay is in addition to the normal weekly
9 pay and is payable to the employee whether the employee is on duty or not when the holiday occurs.

10 C. In addition to the holiday pay as outlined above, Support Division positions such as the Fire
11 Marshal, Division Chief or the like, other than dispatchers will receive the holiday off with pay if the
12 holiday falls on a regularly scheduled day on. Support Division Personnel shall take off the Friday
13 following a holiday should the holiday fall on a regularly scheduled day off. For FY2015 and FY2016
14 only, this section shall apply only to the following legal holidays: Labor Day; Columbus Day;
15 Veterans Day; Thanksgiving Day; and Christmas Day. Commencing in FY2017, this section shall
16 apply to all of the legal holidays listed in Art. II, Section 2(A).

17
18 **3. FLSA OVERTIME**

19
20 A. Commencing on September 1, 2015, the District shall strictly comply with Section 7(k) of the Fair
21 Labor Standards Act, 29 U.S.C. § 207(k), and accompanying regulations. Strict compliance with
22 Section 7(k) of the FLSA shall mean that firefighters will only be entitled to overtime pay (i.e.,
23 time and one half the firefighter’s regular hourly rate of pay) for time actually worked in excess of
24 212 hours in a 28-day work period. Only actual hours worked shall be counted toward the 212
25 hours calculation. All sick, vacation, personal, and other time off, as well as time worked as a
26 substitution, shall not count as hours worked for the purposes of the 212 hours calculation.
27 However, time taken off and replaced by a substitution at no cost to the District shall be credited as
28 hours worked for the employee taking the time off. The District shall have the discretion to utilize
29 any work-period between 7-days and 28-days for the purpose of this calculation, provided the
30 overtime hours threshold will be adjusted in accordance with the FLSA to reflect the same ratio of
31 212 hours to 28-days (e.g., if the District utilizes a 14-day work period, the overtime threshold will
32 be 106 hours over that 14-day period; if the District utilizes a 7-day work period, the overtime
33 threshold will be 53 hours over that 7-day work period).

1 B. Commencing on September 1, 2015, when the District reaches One Hundred Twenty Thousand
 2 Dollars (\$120,000.00) in overtime expenses (i.e., time and one half pay) in any fiscal year
 3 (excluding emergency overtime that is reimbursed by the state or federal government), the District
 4 shall pay firefighters as follows commencing on the first day of that fiscal year in which the
 5 District's overtime expense exceeds One Hundred Twenty Thousand Dollars (\$120,000.00)
 6 through and including the last day of that fiscal year: All firefighters shall receive their regular
 7 salaries as defined in this Agreement, which the parties agree shall cover all hours actually worked
 8 by the firefighters; however, when a firefighter actually works in excess of 212 hours in a 28-day
 9 work period, the firefighter shall receive an additional amount equal to the firefighter's straight
 10 time hourly rate (i.e., one fifty-sixth (1/56th) of the firefighter's weekly salary as set forth in this
 11 Agreement) for each hour actually worked in excess of 212 hours.

12 The District agrees to index the One Hundred Twenty Thousand Dollar (\$120,000.00)
 13 threshold set forth herein each fiscal year to correspond with the salary/wage adjustment, if any,
 14 applicable for that fiscal year. For instance, the threshold set forth herein shall be adjusted as
 15 follows for the term of this Agreement:

16	FY2016	3%	\$123,600.00
17	FY2017	2%	\$126,072.00
18	FY2018	3%	\$129,854.00
19	FY2019	3%	\$133,750.00
20	FY2020	0%	\$133,750.00

21 C. For the remainder of FY2015 only (i.e., from the effective date of the CBA through August 31,
 22 2015), all firefighters shall receive their regular salaries as defined in this Agreement, which the
 23 parties agree shall cover all hours actually worked by the firefighters; however, when a firefighter
 24 actually works in excess of 212 hours in a 28-day work period, the firefighter shall receive an
 25 additional amount equal to the firefighter's straight time hourly rate (i.e., one fifty-sixth (1/56th) of
 26 the firefighter's weekly salary as set forth in this Agreement) for each hour actually worked in
 27 excess of 212 hours.

28 D. For the purposes of the foregoing overtime provisions, all sick, vacation, personal, and any other
 29 time off, as well as time worked as a substitution, shall not count as hours worked for the purposes
 30 of the 212 hours calculation. However, time taken off and replaced by a substitution at no cost to
 31 the District shall be credited as hours worked for the employee taking the time off. Also, the
 32 District shall have the discretion to utilize any work-period between 7-days and 28-days for the
 33 purpose of the foregoing provisions, provided, however, the overtime hours threshold will be

1 adjusted in accordance with the FLSA, and accompanying regulations, to reflect the same ratio of
2 212 hours to 28-days (e.g., if the District utilizes a 14-day work period, the overtime threshold will
3 be 106 hours for that 14-day period; if the District utilizes a 7-day work period, the overtime
4 threshold will be 53 hours for that 7-day work period).

5 **E. HELD OVER:**

6 An alarm, which is received prior to the end of a shift, shall be the responsibility of and shall
7 be completed by, the shift that is on duty when the alarm is received, unless said officer in charge
8 excuses that shift, or the oncoming shift is available to handle the incident, or an employee
9 substitution has been arranged. When the shift on duty at the time the alarm is received goes over
10 their normal scheduled working hours, they will be considered as “held over”, and employees on
11 said shift shall receive credit for all hours actually worked for the purposes of the FLSA. Any hours
12 actually worked while being held over will not affect the employee’s position on any rotating
13 vacancy list and will be credited as hours worked for the purposes of the FLSA.

14 **4. COLLATERAL PAY IN LIEU OF OVERTIME:**

15 Any employee assigned to the three-platoon system, who attends a training session or seminar
16 with the prior approval of the Fire Chief, while on a scheduled day off, shall be compensated with
17 collateral duty pay (employee’s regular hourly rate) for total hours at the training.

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

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

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

27 If an employee assigned to the three-platoon system is offered collateral duty, he/she is still
28 eligible to fill a vacancy within the three platoon system and may choose to fill such a vacancy if one
29 is offered to him/her. By doing so, it is understood that the employee is turning back the collateral
30 duty assignment. An employee shall be allowed one “bye” if the employee is offered to fill a
31 vacancy within the three platoon system while already scheduled for a collateral duty. Such bye
32 shall be noted on a “collateral duty bye log” held with the collateral duty list.

1 **5. PROCEDURES FOR FILLING VACANCIES FOR THE 3 PLATOON SYSTEM:**

2 Vacancies shall be assigned based on a member's seniority. The Chief of the Department
3 shall keep a list, through the Officer in Charge of the shift. Said list shall be that of an equalized type
4 list that will attempt to offer the same number of vacant shifts to all employees, regardless of platoon
5 assignment. The bargaining unit and the Chief of Department shall design the mechanics of this list.
6 If an employee is called and offered to fill a vacancy and refuses to fill said vacancy, he/she shall
7 receive a refusal. Employees on vacation shall not be eligible to fill a vacancy on the day or days for
8 which they are scheduled to be on vacation from their regular shift and shall receive a bye. The days
9 between their regular shifts are not considered as being on vacation and the employee shall be
10 offered to fill a vacancy and marked as a refusal or an accepted. Any employee that is attending a
11 District required training or school etc.,(regardless if the district is paying for the course or training,
12 it must be required and not a voluntary course or training) will not lose their position on the list,
13 should their name come up and shall receive a bye. Employees on Leave of Absence, Injured on
14 Duty Status, or Military Leave for a period in excess of seven (7) shifts, shall not receive any byes.
15 Employees on sick leave shall receive no more than two (2) byes during each leave. If an employee
16 is called to fill a vacancy but cannot be contacted, he/she shall be rotated to the bottom of the list and
17 the Chief, or his/her designee, shall attempt to contact the next firefighter on the list. All employees
18 will be called at their telephone number of choice first. If no contact is made by phone, then the
19 employee will be called at the number of second choice, if unable to reach the employee, a message
20 shall be left and that employee will be given ten (10) minutes to return the call to the station. The ten
21 minutes waiting period shall be waived in cases of emergency, or if the overtime that is to be filled is
22 within two hours of the start of the shift.

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

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

33

1 The District agrees to use the following lists to fill vacancies on the three platoon system and
2 collateral duty.

- 3 1. PARTIAL-LIST- This list shall be utilized for vacancies of less than ten (10) hours.
- 4 2. FULL-LIST- This list shall be utilized for vacancies of ten (10) hours or more.
- 5 3. DETAIL LIST- This list is to be used to fill all Civic and Non-Civic Details.
- 6 4. COLLATERAL LIST- This list is to be used to fill all collateral duty assignments.

7 The district agrees to maintain, through the Chief or his/her designee, an ordered back list that
8 should start with the employee having least seniority ordered in first.

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

12
13 All scheduled vacancies shall be filled no earlier than fourteen (14) days prior to the date for which
14 said shift is scheduled. The only exception, for the purpose of this section, would be prime
15 shifts/weeks. Prime shifts/weeks are defined as the shift and week of: New Year's Day, Memorial
16 Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New
17 Year's Eve. Employees with less than ten (10) years of employment will not be allowed to take
18 vacation or compensatory time on a prime holiday if it will result in another member being ordered to
19 work.

20

21 **6. Procedures for Filling Vacancies for the Fire Marshal Division**

22 A vacancy within the fire marshal division shall be filled on an as needed basis, determined by the
23 Chief based on that day's scheduled workload; provided, any employee filling a fire marshal vacancy
24 must hold an Assistant Deputy State Fire Marshal certification. The initials (AFM) shall be placed
25 next to all eligible employees names on the Fire Marshal vacancy list. Only those persons shall be
26 eligible to fill a vacancy within the fire marshal division. Such certification must be produced to the
27 Fire Chief annually to be eligible to be on the list. Any employee that holds such certification shall
28 also be subject to being ordered in to fill the fire marshal vacancy, in reverse seniority, if the Chief
29 determines that the vacancy must be filled and the vacancy cannot be filled voluntarily.

30

31 If the Fire Marshal uses unscheduled leave, such as sick, comp time or personal leave, he shall make
32 notification to the Officer in charge of the platoon at the time that he/she is reporting out on leave.

1 The officer in charge shall notify the Chief and obtain his/her approval prior to filling the unscheduled
2 vacancy.

3
4 **7. CALLBACK**

5
6 A. Employees of the District who are requested to respond to an off duty call or to
7 respond back to duty to backfill the fire station or apparatus, and do so, shall be compensated
8 for all hours actually worked on that call, with a (4) four hour minimum. Callback will be
9 offered using the vacancy list(s) already in place. When any shift or portion of a shift cannot
10 be filled using the vacancy list(s), then the ordering in policy will be used.

11
12 B. In all cases where employees of other fire departments outside of the town of
13 Coventry have been called into the District under any mutual aid situation, the Fire District
14 will, after one (1) hour, call back sufficient off-duty employees of the Fire District to assist
15 such mutual aid fire fighters.

16
17 **8. DETAILS, CIVIC AND NON-CIVIC**

18
19 A. Whenever a member of the bargaining unit is assigned to a detail of a non-civic nature
20 or where the duties of a Firefighter/EMT may be required by law or at the discretion of the
21 Fire District, the detail shall be paid for by the individual, corporation or organization for
22 whom said member is working. Employees so detailed shall be compensated for a minimum
23 of four (4) hours at the rate of pay at which the current Coventry Police detail pay is, but not
24 less than forty dollars (\$40.00) per hour, whichever is greater.

25
26 B. Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of the
27 holidays listed in Article III, Section 2, shall be paid for at the rate of double and one half of
28 the aforementioned rate for a minimum of four (4) hours.

29
30 C. Details shall be offered, by seniority basis, to all eligible employees covered under this
31 agreement, with the exception of the fire marshal. If a vacancy remains, after a detail has been
32 offered to all employees, then the Chief may order the least senior firefighter to work the
33 detail. A detail list similar to that of the Vacancy list shall be maintained at all times by the

1 Chief of the Department, through his/her chain of command. Said list shall offer details and
2 order backs equally to all eligible employees.

3
4 D. Whenever an employee of the District who has been assigned to a private or special
5 detail is injured or contracted an illness in the course of such detail, he shall be considered as
6 Injured On Duty and compensated by said District for all medical and hospital expenses, etc.
7 and the regular rate of pay is to be continued during the period of incapacity as provided by
8 Section 45-19-1 of the General Laws of R.I. 1956, as amended. Should the employee become
9 permanently disabled due to this injury, accident or illness, than the employee will be entitled
10 to disability benefits and pension as expressed and contained within Article V, Section 5 of
11 this agreement and as set forth in RIGL 45-19-1 or 45-19-1., 1956, as amended.

12
13 E. In the event any employee covered by this agreement is sued in any civil proceeding
14 as a result of actions or inactions, performed or not performed, by said employee in the
15 performance of their duties on a private or special detail, the District agrees to provide the
16 employee with all necessary legal assistance and further agrees to pay any judgment rendered
17 against said employee in any such proceedings.

18
19 F. If any apparatus or equipment is needed on a detail, it will require
20 the hiring of two (2) employees to operate each piece of apparatus or equipment, with the
21 exception of a supervisor's vehicle.

22
23 G. Boat Details paid directly by the fire district shall be compensated at the rate of 25.00
24 per hour with a four (4) hour minimum. If an employee is ordered to a boat detail, then the
25 employee shall be compensated at time and one half, or double time and one half if a prime
26 holiday.

27
28 **9. COURT ATTENDANCE**

29
30 A. Any employee who is required to appear in Court during off duty hours for any
31 reason, either as a witness, respondent, or defendant, for the purposes related to his/her duties
32 as a Fire Fighter/EMT of the District shall be paid for the hours worked at the employee's
33 regular hourly rate of pay. Notwithstanding the foregoing, no employee shall be paid for a

1 Court appearance with regard to a matter in which the employee is a defendant or respondent
2 for a matter that does not pertain to the employee's duties, obligations, or responsibilities of
3 the fire district.

4
5 B. The following expenses which may be incurred by an employee during a Court
6 appearance, either on duty or off duty, shall be reimbursed by the District upon submission of
7 reasonable and appropriate receipts for such expenses to the Chief.

- 8 A) Meals;
- 9 B) Vehicle parking;
- 10 C) Lodging if not paid by the Court;
- 11 D) Mileage reimbursement will also be paid if the employee is required to use
12 his/her own personal vehicle. Reimbursement per mile from the headquarters of the District
13 for mileage will be at the current rate as set by the IRS.

14
15 C. Any monies, including witness fees, paid to the fire fighter by a third party shall be
16 turned over to the District.

17
18 **10.** There shall be no pyramiding of premium pay under any circumstances.

19
20 **ARTICLE IV**

21 **LEAVE**

22 **1. SICK LEAVE**

23
24 A. **GENERAL:**

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

- 1 1. Each employee shall accrue sick leave on a bi-weekly basis at a rate of 5.0768 hours every
2 two (2) weeks.
- 3 2. Effective on or before execution of this Agreement, firefighters' accumulated, unused sick
4 leave shall be converted into hours at a rate of twelve (12) hours per shift.
- 5 3. The district shall maintain an accurate and up to date list of all sick leave accrued or used.
6 This list shall be placed in the Officer in Charge office for review by each employee.

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

- 8 1. Upon separation of service, the District will pay the fire fighter for 50% of the accumulated,
9 unused sick leave, provided that the employee has completed at least twenty (20) years of
10 continuous service to the District. Upon separation of service, the District will pay the fire fighter
11 for 25% of the accumulated, unused sick leave, provided that the employee has completed at least
12 fifteen (15) years of continuous service to the District. Upon the death of any active fire fighter, not
13 occurring in the line of duty, the District will pay to the fire fighter's estate 50% of the fire fighter's
14 accumulated, unused sick leave at the time of death. Dollar value shall be determined by
15 multiplying the employee's most current hourly rate of pay by the number of unused accumulated
16 hours of sick leave.

17
18 **C. ACCUMULATED SICK LEAVE ON DEATH IN THE LINE OF DUTY**

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

27
28 **2. FAMILY ILLNESS LEAVE**

29 Employees shall be allowed leave to attend a family member who is ill. This shall be charged
30 to the employee's accumulated sick leave, and is limited to six (6) uses per calendar year. For
31 the purpose of the section, family member shall be limited to parents or step-parents, step-
32 children, spouse, domestic or life partner, and children. Any additional time required shall be
33 charged to accumulated personal and vacation time.

1
2 **3. DEATH IN THE FAMILY**
3

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

15 B. In the case of a death of an employee's aunt or uncle, the employee shall be entitled to
16 leave for family bereavement, which shall be limited to a maximum of one (1) calendar day of
17 paid leave per occurrence.
18

19 **4. PERSONAL LEAVE**

20 A. All employees will be credited twenty-four (24) hours of leave each year for personal
21 reasons. Personal leave will be credited as of January 1st, and must be used in 12-hour
22 increments during that calendar year. Personal leave not used during the calendar year it
23 is accrued will be forfeited and cannot be carried into the next year. Employees shall not
24 use personal leave if it results in the payment of any overtime.
25

26 B. If the District denies three (3) requests by an employee for personal leave during the year,
27 the employee may be reimbursed for half of his/her personal leave balance at the end of
28 the year, with such payment to be included in the first payroll of the following year.
29

30 C. For new employees, personal leave will be credited on January 1st following his/her
31 hiring date.
32

1 D. The selection of personal days shall be at the employee's discretion; however, personal
2 leave shall not be used if it results in the payment of any overtime. Personal leave may not be
3 used on a prime holiday unless pre-booked at least thirty days in advance. An employee out
4 on personal time may not be ordered-in to work.

5
6 E. The district shall provide and maintain an accurate and up to date list of all personal
7 leave accrued or used. This list shall be placed in the Officer in Charge office for review by
8 each employee.

9
10 **5. VACATION**

11 **A. GENERAL**

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

14 **VACATION SCHEDULE**

15 1-2 Years	48 hours
16 2-3 Years	96 hours
17 3-4 Years	120 hours
18 4-10 Years	168 hours
19 10-15 Years	216 hours
20 15-20 Years	264 hours
21 20 Years & over	312 hours

22
23 2. For a new employee, vacation will be credited on the day after the employee's one (1)
24 year anniversary. The employee will be credited at that time with one (12) hours of vacation
25 for each seven and one-half (7-1/2) weeks left between the employee's anniversary date and
26 January 1st. On January 1st of the upcoming year, the employee will be credited with
27 vacation in accordance with the schedule above.

28
29 3. Two (2) weeks' notice may be required for a vacation of four (48) hours or more at
30 one time.

31
32 4. All employees shall select full cycle vacations by November 30 for the next calendar
33 year according to Local policy. All remaining vacation time shall further be subject to Local

1 policy, and must be scheduled by October 1 of each year. Any employee shall be allowed to
2 change their vacation at any time, only if it does not interfere with another employee's
3 schedule vacation time. Any conflict shall be resolved by seniority and local policy. The fire
4 district shall post an accurate and up to date seniority list prior to October 31.

5
6 5. Effective upon execution of this Agreement, firefighters' accumulated, unused
7 vacation leave shall be converted into hours at a rate of twelve (12) hours per shift/day.

8
9 6. Vacation time credited on January 1st should be used by the end of that year, but may
10 be carried over to the next year with the approval of the Chief. This vacation must be used
11 within a two (2) year period.

12
13 7. The district shall provide an accurate and up to date list of all vacation leave accrued,
14 used, or banked. This list shall be placed in the Officer in Charge office for review by each
15 employee.

16
17 8. No more than TWO (2) employees per platoon will be allowed off on vacation and/or
18 compensation time at the same time.

19
20 9. During the following workweeks (Sunday to Saturday), however, up to three (3)
21 employees per platoon may be allowed off on vacation and/or compensation time at the same
22 time:

23 (a) The workweek that includes Thanksgiving;

24 (b) The workweek that includes the July 4th holiday; and

25 (c) The workweek that includes both December 24 and December 25; provided,
26 however, that in years where December 24 and 25 fall in two different workweeks (this occurs
27 every 9 years), up to three (3) employees per platoon may be allowed off on vacation and/or
28 compensation time at the same time during both workweeks.

29
30 10. Up to three (3) employees per platoon may be allowed off on vacation and/or
31 compensation time at the same time during the shifts commencing on Memorial Day and
32 Labor Day.

1 11. Employees with less than ten (10) years of continuous service will not be allowed to
2 take vacation or compensatory time on a prime holiday if it will result in another member
3 being ordered to work.
4

5 **B. ACCUMULATED VACATION LEAVE UPON SEPARATION OF SERVICE**

6 Upon separation of service, full-time employees who have worked for the District for at least one (1)
7 year may elect to have such unused accumulated vacation leave paid out in one of the following
8 methods:

- 9 1. A one-time lump sum payment made to the employee in his/her final paycheck.
- 10 2. Deposited into the employee's PHEP account, to the extent permitted under IRS
11 tax codes.
- 12 3. Deposited into the employee's Deferred Compensation account, to the extent
13 permitted under IRS tax codes.

14 The terms of the disbursement shall be selected by the employee, in writing within seven (7) working
15 days of separation of service.
16

17 **6. TIME OFF FOR UNION BUSINESS**

18 A. The President of Local 3372 and one (1) Executive Board member or delegate shall be
19 allowed time off with pay or without the requirement to make up such time to attend the
20 following Union functions as follows:

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

27
28 B. The President of Local 3372, if scheduled to work, shall be allowed time off with pay
29 or without the requirement to make up such time to attend the following union functions as
30 follows:

- 31 1. Executive Board meetings of the local. Not to exceed one (1) meeting per month.
- 32 2. Monthly meetings of the local. Not to exceed one (1) meeting per month.
- 33 3. Executive Board Meetings of the R.I.S.A.F.F.

- 1 C. The District will be required to replace the aforementioned Union officials if necessary to
2 maintain minimum manning as set forth herein.
- 3 D. If the president of the local is not an employee of the Central Coventry Fire District, then
4 the above time off shall be extended to the Shop Steward or the local designee employed
5 by the district and as authorized by the local President.

6

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

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

14

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

18

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

23

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

27

28 E. For FY2015, FY2016, FY2017, and FY2018, the district shall provide for no less than
29 Two Thousand Dollars (\$2,000.00) annually for training of employees in the bargaining
30 unit by outside instructors. Commencing in FY2019, the district shall provide for no less
31 than Five Thousand Dollars (\$5,000.00) annually for training of employees in the
32 bargaining unit by outside instructors. The training shall be limited to emergency services
33 only and is separate and distinct from educational courses or college courses. The purpose

1 and intent of this earmarked funding is to provide for the continual and ongoing
2 instruction to train current personnel and employees in day-to-day operations such as
3 aerial ladders, pump operations, rope rescue, technical rescue, R.I.T training, officer
4 development, and or similar operations. This money shall not include the cost for EMT
5 refresher training or training on any new equipment or cost for personnel to attend such
6 trainings. Any personnel costs associated with said trainings shall be in addition to the
7 above amount.

8
9 **8. TUITION REIMBURSEMENT- DEGREE PROGRAMS**

10
11 A. The district will reimburse all employees for any costs incurred for books, fees, and
12 tuition upon successful completion of courses related to the Fire Sciences and EMS as
13 approved in advance by the Board of Directors of the District and for all courses necessary to
14 complete a degree in Fire Sciences, Emergency management, Weapons of Mass Destruction,
15 and Terrorism, as approved in advance by the Board of Directors of the District. Nothing
16 herein shall be construed to require the Board of Directors of the District to approve for
17 purposes of tuition reimbursement any course or degree program. An employee must have at
18 least three (3) years seniority with the District to be eligible to request any reimbursement
19 herein. In no event shall the total annual aggregate cost to the District for reimbursement of
20 books, fees, and tuition as provided herein exceed Five Thousand Dollars (\$5,000.00) for
21 FY2015, FY2016, FY2017 and FY2018. Commencing in FY2019, in no event shall the total
22 annual aggregate cost to the District for reimbursement of books, fees, and tuition as provided
23 herein exceed Ten Thousand Dollars (\$10,000.00).

24
25 B. In the event that more than 3 employees request educational reimbursement within
26 the same semester, then each employee shall be limited to two (2) courses per semester, per
27 Fiscal Year. Funds shall not be used to cover any expenses for any employee of the district
28 that is not part of the bargaining unit. Seniority shall determine which employee receives
29 reimbursement should the funding become low.

30
31 C. Reimbursement shall be made within thirty days prior to the close of the district's
32 fiscal year. Proof of successful completion of said course/class must be submitted for each
33 class. Reimbursement shall be made by seniority regardless of whether or not the

1 district/Chief has approved the course, provided funds are available. Reimbursement shall
2 only be made for courses necessary to complete a degree in Fire Sciences, Emergency
3 management, Weapons of Mass Destruction, Terrorism, or Emergency Medical Services.
4 Additional reimbursement for classes/courses not listed may be made if approved by the
5 Board of Directors.

6
7 **9. EXTENDED LEAVE OF ABSENCE**

8
9 A. Extended or emergency leave of absence shall only be granted on the
10 recommendation of the Chief with the approval of the Board of Directors. Any request for
11 leave of absence shall be in writing and filed with the Chief at least two (2) days prior to the
12 leave commencing. All leaves of absence shall be without pay. Employees on leave for more
13 than thirty (30) days will be required to pay the entire premium payment to continue medical
14 benefit coverage during the leave.

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

22
23 **10. MILITARY LEAVE**

24
25 A. The District will grant any employee of the Fire District, at the time he/she is called
26 to active duty with the Armed Forces of the United States, a leave of absence from his/her
27 employment with the Fire District. The District will grant military leave to employees in
28 accordance with applicable Federal and/or State law in effect at the time of the request.

29
30 B. Any employees of the Fire District, who are members of the National Guard or any of
31 the reserve components of the Armed Forces of the United States, shall be entitled to leaves
32 of absence with pay up to a maximum of two (2) weeks from their respective duties on all
33 days during which they shall be engaged in field or coast defense training, on all days of

1 parade or encampment when ordered or authorized by proper authority to duty with troops for
2 field exercise or for instruction. For purposes of this Section, "with pay" shall mean the
3 payment by the District of the difference between an employee's gross pay received from the
4 Armed Forces and his/her regular gross pay received from the District.

5
6 **11. EMERGENCY LEAVE**

7
8 At times when an employee may be called home for a short period, for an emergency,
9 emergency leave with pay may be granted at the discretion of the Chief, or his/her next in
10 command, and may be deducted from the employee's sick time.

11
12 **12. Compensatory Time**

13
14 A. Employees shall no longer be permitted to accrue additional compensatory time off in lieu
15 of overtime pay.

16
17 B. Employees who have accrued, unused compensatory time as of the effective date of this
18 Agreement may use such accrued time but shall be subject to the following restrictions. No
19 more than TWO (2) employees per platoon will be allowed off on vacation and/or
20 compensation time at the same time. Compensatory time shall be charged at a minimum of
21 four (4) hours when used by employees on the 3-platoon system. Employees must give the
22 Chief or officer in charge forty-eight (48) hours' notice, in writing, when they want to use
23 compensatory time. Such leave will be granted on a seniority basis. Members of the support
24 divisions may utilize compensation time in one hour increments so long as a backfill of the
25 shift is not required.

26
27 C. Comp time usage on a prime holiday

28 Employees with more than 10 years continuous service;

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

30 a) The employee may be granted the leave, provided it does not result in
31 there being more than TWO (2) employees out on vacation and/or
32 compensation time at the same time.

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

1 a) The employee may be granted the leave; however, if it results in another
2 member being ordered to work, the employee requesting the leave will be
3 denied the time off..

4 3. Employees with less than ten (10) years of continuous service;
5 The employee will not be allowed to take vacation or compensatory time
6 on a prime holiday if it will result in another member being ordered to
7 work.

8
9 D. If an employee is denied the opportunity to discharge compensation time because there are
10 at least two (2) employees out on vacation and/or compensation time at the same time, the
11 District and the Union agree that the employee's use of compensation time in that
12 circumstance will create an undue burden on the District, and the employee must report to
13 duty. If the District denies an employee's request for compensation time, then the District
14 shall permit the employee to use such compensation time within a reasonable time after
15 such denial.

16
17 **13. EXTENDED SICK LEAVE POOL**

18 The District agrees to establish and maintain an extended sick leave pool funded by Union
19 donations of unused, accrued sick leave, which will be available to employees who have
20 exhausted all other forms of paid leave and who are suffering from a serious health
21 condition, as determined by the State and Federal family medical leave laws, that is
22 preventing them from performing any duties for the District. The Chief, or his/her
23 designee, shall manage and administer the extended sick leave pool. Due to the fact that
24 the District has nullified any and all leave transfers that occurred within calendar years
25 2014 and 2015, the District agrees to initially fund the extended sick leave pool with three
26 hundred thirty-two (332) hours. The extended sick leave pool shall be subject to the
27 following conditions and limitations:

- 28 a) Employees shall not be eligible for extended sick leave while on Injured-on-Duty
29 leave;
30 b) Employees shall be eligible for a total of no more than thirteen (13) weeks of
31 extended sick leave (728 hours) every two (2) years;
32 c) Employees may donate no more than sixty (60) hours of sick leave per year; and
33 d) Any donation of leave made within one (1) year immediately preceding an

1 employee's separation from service, for any reason, shall be deemed null and
2 void.

3
4 **14. Leave transfers prohibited.**

5 Employees shall not be permitted to transfer, exchange, loan or give accrued or unused sick
6 leave, vacation leave, personal leave, or compensation time to another employee under any
7 circumstances, unless otherwise specifically provided in this Agreement.
8
9

10 **ARTICLE V**
11 **MEDICAL - PENSION**

12
13 **1. MEDICAL AND DENTAL**

14
15 A. Each employee shall be eligible for a High Deductible Health Plan with a Health Savings
16 Account. Employees shall have the following standard deductible: \$2,000 for an individual
17 plan / \$4,000 for a family plan or Subscriber-plus plan (e.g., subscriber/children plan,
18 subscriber/1Child plan, and subscriber/spouse plan). Employees shall be responsible for paying
19 the full deductible payment each year, with no contribution toward the deductible from the
20 District. A summary plan description will be attached hereto as Appendix C. The District will
21 advance to the employee's Health Savings Account in the first pay period of the fiscal year a
22 dollar amount, as determined by the employee, of up to \$2,000 for an individual plan, or up to
23 \$4,000 for a family plan or a Subscriber-plus plan. The District's advance shall be repaid by
24 the employee in approximately equal installments in each pay period during the fiscal year via
25 pre-tax deduction. If an employee leaves service with the District, for any reason, the
26 employee shall be responsible for repaying the District's advance in full, which the District
27 may deduct from such employee's final paycheck. As a condition of receiving this
28 advancement of funds, each employee shall be required to sign an authorization form allowing
29 the District to deduct any such amounts from his/her final paycheck upon separation. Each
30 employee shall also be eligible for dental insurance (Delta Dental Premier Plan IIA, or a
31 substantially equivalent plan), individual or family plan, as appropriate. A summary plan

1 description will be attached hereto as Appendix D.

2
3 1. The district shall, at all times, adhere to the Health Insurance Portability and Accountability
4 Act and any and all other applicable laws and standards, with regard to the medical
5 information of any member of the Bargaining unit.

6
7 2. This District will outsource to a third party claims administrator, which will act as the agent
8 for the district with regard to employee medical claims and reimbursement. The District
9 shall select this third party administrator after consultation with the Union.

10
11 3. A minimum of one medical benefit card will be issued to the enrollee. A maximum of one
12 medical benefits card will be issued for each individual that is age sixteen or older and is a
13 qualified individual covered by the enrollee's plan. The enrollee must request these card(s)
14 in an amount not to exceed the maximum number of qualified individuals listed on the
15 enrollee's health plan, if the enrollee wishes to give such cards to the qualified individuals.

16 B. Nothing contained herein prohibits the district from insuring medical and dental coverage
17 from another carrier; provided, however, such coverage shall be substantially equivalent to the
18 coverage listed in Appendices C, D, and E attached hereto. If the District seeks to insure such
19 medical and/or dental benefits with a different insurance carrier, the District will first consult
20 with the Union.

21
22 C. The benefits as described in this section will be in force for the duration of this contract.

23
24 D. Upon execution of this Agreement, employees receiving health and/or dental insurance
25 through the District shall be responsible for contributing 10% of the cost of their health and
26 dental insurance premiums via pre-tax payroll deduction. The District agrees to reduce the
27 employee health and dental premium contributions to the following percentages upon the
28 District becoming a member of the Rhode Island Interlocal Trust ("Trust"):

29 FY2015: 2 ½ %

30 FY2016: 3 %

31 FY2017: 3 ½ %

32 FY2018: 4 %

1 FY2019: 4 ½ %

2 FY2020: 5 %

3 If the District is not a member of the Trust at the time of execution of this Agreement, the
4 District will continue its good faith effort to join the Trust as expeditiously as practicable. If,
5 at any time, the District involuntarily loses the ability to enter and/or remain in the Trust, the
6 employees will resume contributing 10% of the cost of their health and dental insurance
7 premiums via pre-tax payroll deduction.

8
9 **1A. MEDICAL INSURANCE OPT-OUT**

10
11 A. Employees shall be given the option to elect to not receive medical insurance as
12 provided in the contract. If an employee elects to opt out of medical insurance coverage
13 totally, said employee will receive a lump-sum payment worth \$2,000 if the employee is
14 eligible for an individual plan or \$4,000 if the employee is eligible for a family plan or a
15 Subscriber-plus plan. The District shall disburse this payment in the last payroll of the fiscal
16 year in which the employee elected not to receive medical coverage.

17
18 B. If an employee elects to opt out of coverage either in total or partially, he/she may
19 elect to receive coverage under this article by opting back into the medical insurance plan in
20 accordance with the terms of the plan.

21
22 **2. LIFE INSURANCE**

23
24 The district shall pay to Local 3372 the sum of One Hundred Sixty-Eight Dollars
25 (\$168.00) for each employee on February 1, each year, in lieu of providing life insurance.
26 With this funding, the Union will be required to provide Fifty Thousand (\$50,000.00) Dollars
27 in life insurance for each employee. The union shall indemnify and hold the District harmless
28 for any breach of the Union's obligation under provisions of this paragraph, so long as the
29 district funding has been provided to the local on or before February 1st of each year. The
30 Union's obligation to indemnify and hold the District harmless for any breach of the Union's
31 obligations under the provisions of this paragraph shall also continue for any life insurance
32 payments the District made pursuant to the terms of the parties' collective bargaining
33 agreement that was in existence as of December 23, 2014; however, the Union shall not be

1 obligated to indemnify and hold the District harmless for any instance where the District did
2 not make the life insurance payments that were required by the provisions of this agreement in
3 effect at that time.

4
5 **3. VISION CARE**

6
7 A. The District shall provide each firefighter with a maximum of one (1) free eye
8 examination per year if such examination is not available to the firefighter through the medical
9 coverage offered by the District. The Union's obligation to indemnify and hold the District
10 harmless for any breach of the Union's obligations under the provisions of this paragraph shall
11 continue for any vision care payments the District made pursuant to the terms of the parties'
12 collective bargaining agreement that was in existence as of December 23, 2014. The Union
13 shall not be obligated to indemnify and hold the District harmless for any instance where the
14 District did not make the vision care payments that were required by the provisions of this
15 agreement in effect at that time.

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

19
20 **4. PENSION**

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

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

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

1 Department/District shall contribute the employer's share as set by the State retirement board.

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

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

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

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

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

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

1 E. Any employee of the district that is unable to perform his or her duties in the fire
2 department by reason of a disabling occupational cancer which develops or manifests itself
3 during a period while the employee is in the service of the department, and any retired
4 member of the fire district who develops occupational cancer, is entitled to receive an
5 occupational cancer disability, and he or she is entitled to all of the benefits provided for by
6 law, and under this agreement.

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

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

23
24 **6. IN-LINE-OF-DUTY-DEATH**

25 The spouse of an employee killed in the line of duty shall receive full medical and dental
26 insurance for twenty (20) years or until the spouse remarries, or until the spouse is eligible for
27 Medicare, whichever comes first, at the full cost provided by the District. After that time, the
28 spouse will be allowed to remain in the medical plan at his or her expense at the current cost
29 until such time as he/she may remarry. The district shall also provide such medical and dental
30 insurance to the deceased member's dependent children for the life of the dependent child. If
31 the child is not considered dependent at age eighteen (18), then the medical insurance shall
32 end, or up to age twenty-five (25) if a full-time student. The District shall also pay up to eight
33 (\$8,000.00) dollars in burial costs for this employee.

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7. DISABILITY RETIREMENT

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

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

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

D. Accidental Disability Retirees:

(a) Firefighters who retire on an accidental disability pension shall receive one (1) individual health insurance plan in retirement for a maximum of fifteen (15) consecutive years or until they reach Medicare eligibility, whichever occurs sooner, with the retiree responsible for contributing 25% of the cost of such health insurance premium. For the purposes of this provision, eligible retirees shall receive the same health insurance plan (individual coverage only) as active employees (e.g., \$2,000 High Deductible Health Savings Account Plan, with the retiree responsible for the entire deductible).

(b) Firefighters who retire on an accidental disability pension and who are completely incapacitated, enrolled in SSDI, and incapable of performing any work in any capacity whatsoever shall be entitled to:

- (1) One Medicare supplement plan for the retiree for life;
- (2) Health insurance coverage for the retiree's spouse until such time as the retiree would have reached his/her twenty-fifth (25th) year of service had it not been for the disability, or until the spouse reaches Medicare eligibility,

1 whichever occurs sooner; and

- 2 (3) Health insurance coverage for any dependent children of the retiree until the
3 age of 18, or until the age of 22 if they are full-time students, unless otherwise
4 required by law.

5 The retiree shall be responsible for contributing 25% of the District's cost of
6 providing such coverage under subsection (b)(1), (b)(2) and/or (b)(3) herein. For the purposes
7 of (b)(2) and (b)(3) herein, health insurance coverage shall mean the same health insurance
8 plan as active employees (e.g., \$2,000 (or \$4,000 if applicable) High Deductible Health
9 Savings Account Plan, with the retiree responsible for the entire deductible).

10
11 (c) Notwithstanding the foregoing subsections (a) and (b), accidental disability
12 retirees (including their spouses and children) shall not be eligible for District sponsored
13 health insurance under subsections (a) or (b) herein if either:

- 14
15 (1) The retiree's gross annual earnings exceed twenty-five percent (25%) of
16 his/her accidental disability retirement benefit; or
17 (2) The retiree is eligible for equivalent health insurance through any other
18 alternate source, (e.g., the retiree's own employment, the retiree's spouse's
19 employment, Medicare).

20
21 (d) As a condition of receiving health insurance coverage under subsections (a)
22 and (b) herein, all accidental disability retirees must:

- 23 (1) Certify to the District at least annually on a form provided by the District that
24 they do not satisfy the ineligibility criteria set forth in subsections (c)(1) and
25 (c)(2) herein, and
26 (2) Submit an executed waiver (on a form prepared by the District) allowing the
27 District to access the retiree's complete medical files and tax returns.

28 E. Ordinary Disability Retirees – Firefighters who retire on an ordinary disability
29 pension shall be allowed to purchase one (1) health insurance plan, (individual, subscriber-
30 plus, or family plan, as appropriate), in retirement for a maximum of fifteen (15) consecutive
31 years or until the retiree reaches Medicare eligibility, whichever occurs sooner, with the retiree
32 responsible for the full cost of any such plan. For the purposes of this provision, such retirees
33 shall be eligible to purchase the same health insurance plan provided to active employees (e.g.,

1 \$2,000 / \$4,000 High Deductible Health Savings Account Plan, with the retiree responsible for
2 the entire deductible).

3
4 **8. RETIRED EMPLOYEES BENEFITS**

5
6 A. For employees hired on or after January 1, 2005, but prior to September 1, 2014, the
7 District shall contribute 1.75% of each employee’s base salary to his/her Post Employment Health
8 Plan (“PEHP”) account per year.

9 B. For employees hired prior to January 1, 2005, the District shall contribute 3.0% of
10 each employee’s base salary to his/her PEHP account per year.

11 C. For employees hired on or after September 1, 2014, the District shall contribute 1.0%
12 of each employee’s base salary to his/her PEHP account per year.

13 D. For each of the following individuals (Charles Bowen Jr., Kevin Cady, and Michael
14 DeCesare), if he was eligible for Retirement Plan A and timely opted for Retirement Plan A, then in
15 lieu of the foregoing District contributions to his PEHP accounts, the District agrees to provide him
16 with the following post-employment health benefit: upon retirement from the District with twenty
17 (20) or more years of service at any age, the retiree shall be eligible for one (1) individual health
18 insurance plan in retirement for a maximum of ten (10) consecutive years or until the retiree is eligible
19 for Medicare, whichever occurs sooner. For the purposes of this provision, such eligible retirees shall
20 receive the same health insurance plan (individual coverage only) as active employees (e.g., \$2,000
21 High Deductible Health Savings Account Plan, with the retiree responsible for the entire deductible).

22
23
24 **ARTICLE VI**
25 **GRIEVANCE - ARBITRATION**

26
27 **1. GRIEVANCE PROCEDURE**

28
29 A. Employee Grievances

1
2 In all cases, the matter will be taken up with the Executive Board of the Local and if in the
3 judgment of the Executive Board, the nature of the grievance justifies further action, the
4 Executive Board, through the President or his designee shall move the grievance to the next
5 step.

6
7 Any employee, who is allegedly grieved by a difference that has arisen concerning the
8 meaning and application of any provision of this agreement, may file a grievance, and the
9 parties hereto shall make an earnest effort to resolve the same by the following procedures.
10 Union representation shall be present at all steps in this procedure

11
12 Step 1 The grievant shall present the grievance in writing to his/her immediate supervisor
13 within ten (10) working days of the occurrence. If the grievance is not resolved by the
14 supervisor within five (5) days of his/her receipt thereof;

15
16 Step 2 The matter will be brought to the Chief for resolution. The Chief shall have seven (7)
17 days after receipt of the grievance to act upon it. If it is not resolved;

18
19 Step 3 If the employee is not satisfied with the disposition of the grievance at this point,
20 he/she through the executive board can present the grievance to the Board of Directors of the
21 District. If the matter is presented to the Board of Directors of the District, the Board shall
22 have twenty (20) days after its receipt to act and decide upon it.

23 24 **B. EXECUTIVE GRIEVANCES**

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

30
31 Step 1 The president of the local or his designee, shall present the grievance in writing to the
32 Chief of the Department or his designee, within thirty (30) working days of when the
33 executive board was made aware of such occurrence. If the grievance is not resolved by the

1 Chief of the department or his designee within ten (10) days of his/her receipt thereof;

2
3 Step2 The matter will be presented to the Board of Directors for resolution. If the matter is
4 presented to the Board of Directors of the District, the Board shall have thirty (30) days after
5 its receipt to act and decide upon it. If the union is not satisfied with the disposition of the
6 grievance at this point, than the matter shall be referred to arbitration.

7
8 **2. ARBITRATION**

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

21
22 **3. SEVERABILITY**

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

25 **4. DURATION OF AGREEMENT**

26 The terms of this agreement shall be for five (5) years commencing September 1st, 2015
27 through August 31st, 2020. In the event a new contract is not executed prior to the expiration
28 of this Agreement, this agreement and all of its terms and conditions will remain in full force
29 and effect until a new agreement is executed.

1 **Appendix –A (attached hereto)**

2 **Deferred Clothing Allowance Schedule**

3 **Appendix –B (attached hereto)**

4 **Salary Schedule**

5
6 **Appendix – C (attached hereto)**

7 **Health Insurance Summary Plan Document**

8 **Appendix – D (attached hereto)**

9 **Dental Insurance Summary Plan Document**

10
11 **Appendix –E (attached hereto)**

12 **Participating Provider Network and Pharmacies**

13
14 **Appendix –F (attached hereto)**

15 **Memorandum of Agreement for Keith J. DeCesare, Jr.**

16
17 **IN WITNESS WHEREOF**, the Receiver for the Central Coventry Fire District and the
18 Union have caused this Collective Bargaining Agreement to be executed by their respective
19 representatives who have actual authority to bind and enter into the various obligations set
20 forth herein.

21 Receiver for the Central Coventry
22 Fire District;

For the Union;

23
24 _____

25 Mark Pfeiffer

David J. Gorman, President

26

IAFF, Local 3372

27

28 Date: _____

Date _____

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