

AGREEMENT

Between the

COVENTRY FIRE DISTRICT

and

International Association of Fire Fighters

LOCAL 3372

EFFECTIVE DATE:

JANUARY 01, 2013 up to and including

DECEMBER 31ST 2015

FINAL VERSION DO NOT COPY

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4 **ARTICLE I**
5 **GENERAL**

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11 **1. CONTRACT**

12 Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island,
13 1956 as amended, entitled "Fire Fighters' Arbitration", this contract is made and entered
14 into this 31st day of December 2010 by and between the COVENTRY FIRE DISTRICT
15 and LOCAL 3372, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

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22 **2. RECOGNITION**

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

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

34
35
36
37 **3. UNION SECURITY**

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

1 representation fee equal to the annual dues paid by Union members. This representation
2 fee shall be paid by payroll deduction on the same schedule as outlined for Union dues.
3

4 B. The District shall deduct Union dues and or representation fees upon receipt of the
5 written authorization from each fire fighter, and shall forward to the Treasurer of the Union
6 such amounts as deducted. The Union hereby agrees to indemnify the District and hold it
7 harmless from any and all claims, demands, and the cost of litigation for any action arising
8 from the agency shop provisions of this Article. The Department/District shall allow the
9 Local to hold their monthly meetings and other meetings, held from time to time, at the
10 station.
11

12 **4. MANAGEMENT RIGHTS**

13 A. The District shall retain the right to issue rules and regulations governing the
14 internal conduct of the District as provided by law and further shall at all times retain the
15 right to manage and direct the operation of the District and discipline the District's
16 members, except as modified by the terms of this contract and the duly established past
17 practices of the parties.
18

19 B. The District shall also retain all other rights and responsibilities inherent in its
20 Governing Board, the Board of Directors, the Executive Committee and any subcommittee
21 thereof by virtue of existing statutory and charter provisions and District rules and
22 regulations which are not inconsistent with the terms of this Agreement. Such rights and
23 responsibilities shall include, but not be limited to, the responsibility for the efficient
24 operation of the services of the District, administration of the district, discipline of its
25 members and for the enforcement and execution of all laws, ordinances, and rules and
26 regulations of the District.
27

28 C. The District will retain all rights and powers to recruit, select, and determine the
29 qualifications of employees subject to the applicable sections of this Agreement.
30

31 D. Union officials will be permitted to meet with the Chief and/or representative of
32 the District Board, to develop policies, procedures, or changes affecting personnel, working
33 conditions, or general procedures by rule, regulation, or general order when such are in the

1 process of development or institution. This allows for employee input in policies and
2 procedures so that such are developed keeping the best interest of the professional
3 operation of the district. The local shall have the ability to process such adverse changes
4 under Article VI, GREIVANACE, of this Agreement.

5
6 **5. DEFINITION OF EMPLOYEE**

7
8 The term "employee" as used in this Agreement, means a full-time permanent employee of
9 the District engaged in firefighting, fire prevention, fire investigation, training, rescue,
10 emergency medical services, fire alarm and communication, and dispatching.

11
12 **6. DUTIES**

13
14 **A. Duties of Firefighter/EMT**

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

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

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

31 4. Any formal job description(s) developed by the district shall be developed with the
32 union Pursuant to Article I Section 4.

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
4 code enforcement, and arson investigations. The fire marshal shall report and work
5 directly to the Chief of the department. The Fire Marshal, during times of light work
6 load, may be utilized by the fire chief to assist with administrative duties pertinent to
7 conducting fire district business; however, the primary function of the fire marshal
8 shall be that of an industry standard Fire Prevention Bureau.

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

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

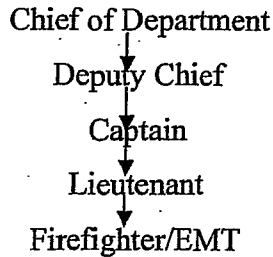
13 2. All eligible employees that bid to a Fire Marshal position shall serve a one
14 (1) year probationary period. During the probationary period, the Chief of the Department
15 shall review the performance of the Fire Marshal. During that time, if the Fire Marshal is
16 not performing to the level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

25 a. When an employee accepts a Fire Marshal position, the rank assignment is
26 "Division Chief", reporting directly to the Chief of the Department. The division
27 chief shall only have authority or rank for his/her Division and that rank
28 assignment shall not carry over to the operations division, nor will said rank carry
29 over to the operations side in the event the employee transfers or bids out to the
30 operations side.

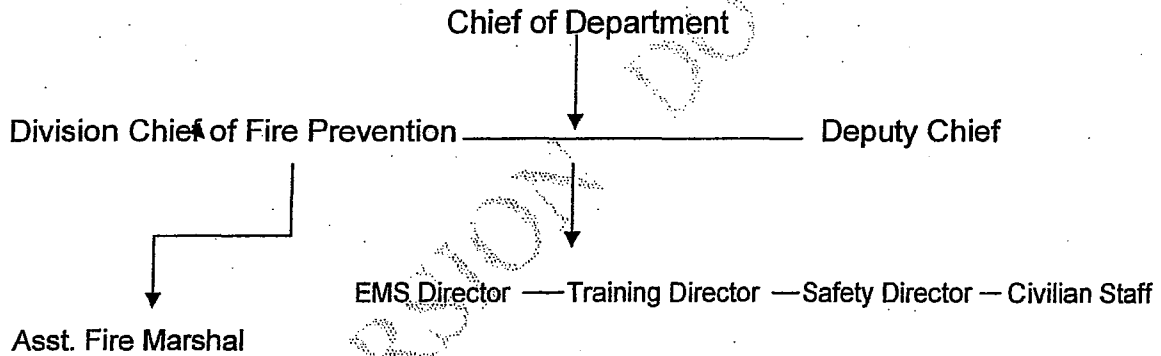
1 C. Duties of other employees including those of the Fire Prevention Division, EMS Division,
2 Training Division and Civilian Employees shall be defined in the applicable sections of this
3 agreement.

4 D. Chain of Command

5 Chain of Command – Operations Division



12 Chain of Command -Support Division



21 7. PERMANENT STATUS

23 A. Each employee is required to maintain a current State of Rhode Island EMT – B
24 certification as a condition of employment. Beginning July1 2007, all new employees must
25 maintain a Rhode Island EMT - C License as a condition of employment.

27 B. The District will provide EMT & Paramedic recertification/refresher training and
28 CPR 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,
30 the State takes any action against these licenses, the employee shall report it immediately to
31 the Chief. If the seriousness of the situation warrants, a hearing will be held and the

1 employee may be suspended until such time as the license is reinstated.

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

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

15
16 E. Employees such as Secretaries, Chiefs, dispatchers and the like will be hired
17 exclusively to fill those specific positions and will be defined as Civilian staff assigned to
18 the Support Division.

19
20 F. Members covered by this agreement shall not perform firefighting and or
21 emergency medical services type work for another entity, whether as a paid, paid on call, or
22 volunteer member as a condition of employment and a continuation of their duties under
23 this agreement.

24
25 **8. PERSONNEL RECORDS**

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

32
33 B. An employee shall be provided with a copy of any and all evaluations, comments,

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

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

12
13 **9. DISCIPLINE AND DISCHARGE**

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

20 Step 1: Verbal – Written Warning

21 Step 2: Written Warning

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

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

25
26 **B. Suspension**

27 No employee shall be suspended without pay until such time as the employee has been
28 given a hearing between the disciplined employee, the district, and the union, and the
29 outcome of the hearing provides for such suspension. This does not preclude the district
30 from placing an employee on paid administrative duty pending the outcome of the hearing.
31 The hearing shall be held within forty-five days of the employee being placed on
32 administrative leave.

33

1 **10. SAFETY AND HEALTH**

2

3 **A. MEDICAL EXAMS WHEN AN EMPLOYEE MAY CONSTITUTE A HAZARD**

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

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

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

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

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

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

21

22 **B. PHYSICAL FITNESS**

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

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

1 **C. HEALTH & SAFETY COMMITTEE**

2 1. The district recognizes the need for a Health & Safety committee (HSC) and
3 further agrees to implement a HSC within sixty (60) days from the date of execution of this
4 agreement. The HSC will consist of one Chief Officer and the Department Health & Safety
5 Officer, and no less than four additional bargaining unit members appointed by the local.
6 The committee members shall select the Chairperson of the committee each January. The
7 members of the committee shall also appoint a committee secretary each January, and
8 he/she shall be responsible for taking minutes and filing reports. Recommendations from
9 this committee shall be instituted in a timely manner. It shall be the desire and mission of
10 the District and the local to work together and create a safe environment for both the
11 firefighters and the community through following the intended recommendations and
12 procedures of NFPA. The HSC Chairperson or Designee will be granted time off with
13 pay when meeting and for any inspection or investigation of safety or health problems in
14 the Fire Department, up to three hours or additional hours as authorized by the Chief of the
15 Department. If a member is off duty during scheduled meetings or investigations, than the
16 member shall be compensated with collateral pay.

17
18 2. The District shall not restrict the HSC members from any Fire Department facility
19 when investigating health and safety conditions.

20
21 3. The Committee will be guided by, but not limited to, the following principles:

22 a. Make immediate detailed investigation into each accident, death or injury,
23 to determine the fundamental causes.

24 b. Inspect Fire Department facilities to detect hazardous physical conditions or
25 unsafe work methods, including training procedures. Recommend changes or
26 additions to protective equipment, protective apparel, or devices for the elimination
27 of the hazards of fire duty.

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

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

33 1. Make periodic inspections of the fire department facilities; but not less

1 frequently than semi-annually.

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

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

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

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

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

19
20 **D. TRAINING & SERVICE WORK:**

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

28
29 2. All new hires shall attend training academies or new recruit schools of no less than
30 twelve weeks equaling 480 hours. Such training academies or schools should be conducted
31 with safety as a priority and in accordance with NFPA standards. All recruits and/or new
32 hires shall undergo a minimum training to the most current edition of NFPA 1001 Level 1
33 & 2, & Hazardous materials awareness and operations, as well as review and competency

1 testing in department operations, procedures, policies, and equipment, prior to the
2 commencement of the academy. New hires shall further undergo an emergency vehicle
3 drivers training course, no less than fifty hours of pump training, and no less than thirty
4 hours of aerial ladder training. All new hires shall be required to take the NFPA 1002
5 Driver/Operator-PUMPER training, within one year of hire, or as soon as the class
6 becomes available. For safety reasons, training academies and or recruit schools shall not
7 be conducted during the months of January, February, July or August. A copy of all
8 certifications and documentation of the number of hours of training shall be submitted to
9 the union president and the HSC prior to the employee graduating the academy or recruit
10 school.

11
12 **E. TESTING AND MAINTENANCE OF AERIAL DEVICES, GROUND LADDERS, SCBA'S AND**
13 **OTHER LIFE SAFETY EQUIPMENT**

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

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

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

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

25 5. All repairs or modifications to equipment and apparatus shall be performed by a
26 certified technician or a certified Emergency vehicle repair technician, which ever is
27 applicable. A copy of the certification shall be forwarded to local 3372 upon request.

28
29 **F. Protection of Employees**

30 a. No later than January 1, 2014, the district shall install and maintain a vehicle
31 exhaust system, such as a PLYMOVENT system in the fire station.

32 b. No later than January 1, 2014, the district shall maintain a Class A, supervised fire
33 alarm detection system and Carbon Monoxide detection in the fire station and

1 administrative offices.

2
3 **G. PLACING NEW EQUIPMENT IN TO SERVICE.**

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

7
8 **H. IMMUNIZATION SHOTS**

9 The district agrees to pay all expenses for inoculation or immunization shots for the
10 employee and for the members of the employee's family residing in his/her household when
11 such shots become necessary as determined by a physician as a result of said employees
12 exposure to contagious disease where said employee has been exposed to said disease in
13 the line of duty. The District shall provide to those employees who voluntarily request it,
14 vaccinations against all types of Hepatitis, Flu Vaccines, and any diseases occupationally
15 acquired, with the District paying the full cost. Employees not requesting said vaccinations
16 shall sign a waiver each year.

17
18 **ARTICLE II**

19 **EMPLOYEE BENEFITS**

20
21 **1. SENIORITY**

22
23 **A.** Seniority in rank shall be computed from the date of most recent appointment to
24 said rank.

25
26 **B.** A member's departmental seniority shall be determined by the total length of
27 service as a full-time paid employee of the Fire Department or District, or as a paid fire
28 dispatcher. Seniority shall be computed from the date of original employment. If an
29 employee has a break in service, unless caused by military activation, seniority shall be
30 computed from the most current date of re-employment with the Department/District.

1 C. The District shall maintain and post annually a current seniority list. This list shall
2 be used whenever called for by specific Articles and Sections of this Agreement and in
3 such other cases as may be agreed upon by the District and the Union. The seniority lists
4 shall include each employee's last date of hire, name, rank, number of years at current rank,
5 and number of years of continuous service to date.
6

7 **2. BID SYSTEM**
8

9 **A. RIGHT TO BID:** All employees assigned to the four-platoon system, shall
10 be allowed to select platoon and apparatus assignments based on seniority in grade.
11 Employees may exercise their right to select such assignments in accordance with Article II
12 Section 2 of this Agreement whenever a vacancy occurs or whenever additional Fire
13 Fighter/EMT positions are added to the district or become vacated or available. When
14 support division positions other than Civilian Staff are added to the district, or become
15 vacated or available, or are considered a "fulltime" position, employees may exercise their
16 right to select said positions in accordance with Article II Section 2 of this Agreement.
17

18 **B. SENIORITY FOR BIDDING (OPERATIONS):** Seniority of officers shall be
19 computed from the date the officer was appointed to that position, for the purpose of
20 bidding for a vacant position only. In all instances, in the event that more than one
21 employee is appointed on the same date, the employee appearing in the highest order on the
22 eligibility list shall be senior to the other(s). Departmental Seniority shall break any further
23 tie.
24

25 **C. SENIORITY FOR BIDDING (SUPPORT):** Seniority of personnel for the purpose of
26 bidding to the Support Division Positions such as Fire Marshal, Training Director, EMS
27 Director, or similar positions shall be computed based on date of most recent hire, not
28 appointment to rank.
29

30 **D. CALLING A BID SESSION:** When a vacancy occurs, or when two or more
31 employee requests a bid or when new Fire Fighter/EMT positions are added, the District
32 shall within five (5) days of the vacancy post notice of the vacancy on the bulletin board at
33 each fire station. Within ten (10) days of posting the vacancy, the President of Local 3372

1 shall designate a date and time for the purpose of convening a bid session for the vacancy
2 and any subsequent vacancies, which occur during that bid session. The Union Secretary
3 shall notify all members of the time and date of the bid session. The Executive Board of
4 Local 3372 shall convene the bid session and ensure that the vacancy or vacancies are
5 properly filled in accordance with seniority. Within five (5) days of the vacancy bid, Local
6 3372 shall notify the Chief of the outcome of said bid. Transfers to any new station or
7 platoon assignments shall be made no later than 30 days following completion of the bid
8 session.

9
10
11 **E. FIRE MARSHAL ELIGIBILITY-TO-BID-LIST:**

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

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

16
17 **F. FILLING A FIRE MARSHAL VACANCY:**

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

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

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

29 4. If no employee bids to a vacant Fire Marshal position, the least senior eligible
30 employee on the list shall be ordered to the vacant position until such time a more
31 junior employee becomes eligible to be ordered or an eligible employee bids to the
32 position during a bid session. In the instance that no employee is eligible, the most

1 junior officer shall be "ordered" to that position. Any employee ordered to a vacant
2 Fire Marshal position will retain his seniority privilege for any future vacancy.

3
4 **G. CIVILIAN STAFF EXEMPT:** Employees working as Civilian Staff, such as
5 secretaries, Chiefs and the like, as well as Dispatchers, will be restricted to the position(s)
6 in which they were hired for and will not be eligible to transfer or bid. Civilian staff
7 employees are further restricted from bidding to or becoming a Firefighter/EMT,
8 Lieutenant, Captain, Battalion Chief, Assistant Chief, Deputy Chief, Department Chief,
9 Fire Marshal, Fire Inspector, Investigator, Training Director, EMS Director, Assistant Fire
10 Marshal, Assistant Training Director, Assistant EMS Director, or any other similar
11 positions.

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

21
22 **I. RIGHT TO BID WHILE ON LEAVE:** Any member, who is out of work due to
23 an injury or illness, or any form of leave, may bid for any open position, or bid for a
24 position into a Special Division if so qualified. The said member shall not forfeit or lose
25 any seniority benefits in time in grade while on a "job-related" injury or illness status.

26
27 **J. ANNUAL BID:** In addition to the vacancy bid, an annual bid shall be held during
28 the first week of November of each year for voluntary bidding. These transfers would go
29 into effect after January 1st and be completed by January 15th. Within five (5) days of the
30 annual bid, Local 3372 shall notify the Chief of the outcome of said bid. When movement
31 or transfer is voluntary and not a "forced transfer" as a result of a promotion, staffing
32 increase, or new assignment, the district will not be required to pay overtime.

33

1 **3. TEMPORARY SERVICE OUT OF RANK**

2
3 A. At times, due to vacancies and leaves, and in a mutual effort to fulfill the obligation
4 set forth under the minimum staffing section, the Local and the district agree to allow
5 firefighters that have successfully passed and placed on the Lieutenants promotional
6 eligibility list, to act in place of a Lieutenant. During that time, the firefighter will be
7 considered as "acting out of rank" and will be compensated at the rate of a Lieutenant.

8
9 B. It is further agreed upon, that at any time, when a Lieutenant acts out of rank to fill
10 a Captain position, and/or a Captain acts out of rank to fill a Battalion Chief position, then
11 each will be considered as "acting out of rank" and will be compensated at the rate of pay
12 for position that he/she is said to be acting for.

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

23
24 D. Any person acting out of rank shall only be compensated as out of rank, for the
25 specific shift that they are said to be acting for. If an employee works any shift other than
26 that specific shift, they will be compensated at his/her regular rate of pay.

27
28 E. If an officer is unable to work for a period of sixty (60) consecutive days or more,
29 this shall be considered a long-term absence in which the employees who have successfully
30 placed on the appropriate promotional list shall be offered the opportunity to voluntarily
31 transfer and act Out of Rank to cover the long-term absence and to be compensated
32 appropriately. Should no eligible person accept the opportunity to voluntarily transfer on
33 such temporary assignment, or should the list have been exhausted, or in the absence or a

1 list, then the long-term absence will be filled in accordance with the remainder of Article
2 II, Section 3.

3 **4. STAFFING**

4 A. The department will be staffed with no less than seventeen (17) full-time,
5 unionized employees, not including the Chief, of the department. The seventeen (17) shall
6 include one (1) Captain, three (3) Lieutenants, and twelve (12) Fire Fighters/EMT, and one
7 (1) Fire Marshal. The Chief will not be a member of the bargaining unit.

8
9 B. This section does not limit the District from hiring more than seventeen (17)
10 employees during the term of this contract

11
12 **5. MINIMUM STAFFING & FACILITIES**

13 A.1. Minimum staffing will be such that each shift within the platoon system is covered
14 with no less than four (4) union members. It shall be further defined that there shall be no
15 less than one (1) officer and three (3) firefighters (not including the Chief of Department,
16 Operation Chief, Assistant Chief, Deputy Chief, Division Chiefs, and members working the
17 Support Division such as the Fire Marshal, Training officer, or EMS Officer) on duty at all
18 times of which at least three shall be EMT-C qualified. Probationary employees do not
19 count towards minimum staffing levels until such time as the probationary employee has
20 successfully completed six months of service, following the initial twelve week recruit
21 school.

22
23 A.2 This section does not limit the District from maintaining more than the minimum
24 number of unionized employees per shift during the term of this contract.

25
26 B. Whenever there is a national, statewide, or local disaster or emergency, which
27 affects the Town of Coventry, the minimum staffing shall be increased, per
28 department policy as developed and agreed upon with the local, until the
29 emergency is officially declared over.

30
31 **6. LAYOFFS AND CONTRACTING OUT**

32
33 A. Should conditions require a layoff, employees with the least departmental seniority

1 shall be laid off first. Employees shall be called back from layoff by departmental
2 seniority, the employee with the highest departmental seniority being the first to be called
3 back.

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

6
7
8 **6A. SUCCESSOR AND ASSIGNEE CLAUSE**

9
10 A. Work presently performed by employees in the bargaining unit shall not be
11 performed or given to any other Fire District, District employer, employee, or independent
12 contractor. If, at any time during the term of this Agreement, the Coventry Fire District
13 decides to form a working agreement with another Fire District/Department, or the Town of
14 Coventry decides to create a Municipal Fire Department, the members covered by this
15 Collective Bargaining Agreement shall be guaranteed their current positions, wages,
16 benefits, working hours and other conditions of employment as set forth in the current
17 Agreement in whatever entity may be created.

18
19 B. This agreement shall be binding upon the successors and assigns of the Coventry
20 Fire District, and no provisions, terms, or obligations herein contained shall be affected,
21 modified, changed or altered in any respect whatsoever by the consolidation, merger,
22 annexation, transfer, or assignment of the Coventry Fire District, or by any change
23 geographically, or otherwise, in the location or place of business of the Coventry Fire
24 District. In the event of a consolidation, merger, annexation, or transfer, the only Articles
25 that shall be opened, shall be those articles that are mutually agreed upon by the Local and
26 the district.

27
28 **7 PROBATION PERIOD**

29
30 A newly hired employee will serve a probation period of one (1) year. The probationary
31 period for new employees shall begin on the member's first day of full-time employment
32 after the initial twelve weeks of training and shall end after one full year of employment.

33 All parts of the contract are in effect for the employee on probation. If the newly hired

1 employee does not perform satisfactorily as a Fire Fighter/EMT during the probation
2 period, the District can terminate the new employee or extend the probation period.
3

4 **7 A. Probationary Firefighter Limitations**

5 Probationary Firefighters will be constrained to the following limitations:

6 1. A probationary firefighter shall not be eligible for overtime until successfully
7 completing six months of probationary time.

8 a. The probationary firefighter may not take any overtime assignment that
9 creates a situation where two (2) probationary firefighters would be working
10 together.

11 b. When filling overtime, a probationary firefighter should not be offered an
12 overtime assignment that creates a situation where two (2) firefighters would
13 be working together. If this should occur, it is treated as a bye and the
14 overtime list is not marked, but left blank.

15 2. Probationary firefighters may not fill civic details. They are eligible to fill details
16 when they have successfully completed their probationary period.

17 3. Two probationary firefighters may not work together, on the same shift
18 assignment.

19 4. Probationary firefighters are allowed to swap shifts with other employees as long
20 as the swap does not create a situation where two (2) probationary firefighters will be
21 working together.

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

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

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

31 6. At discretion of the Chief, probationary firefighters may be moved from their bid
32 positions to other platoons for any amount of time for training and experience purposes.
33

1 **8. PROMOTIONS**

2 *For implementation and clarification, any employee that currently holds rank of*
3 *Lieutenant or Captain shall be said to be "grandfathered" in that rank, however in order*
4 *to progress through to the next rank, the employee shall meet all of the current eligibility*
5 *and promotional requirement as set forth herein.*

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

10

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

15

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

21

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

27

28 5. In the future, the district may add "full-time", permanent, day positions. The
29 positions such as that of an Emergency Medical Services Coordinator and/ or Training
30 Director. Any such position shall be filled based on seniority and will be subject to the
31 eligibility requirements set forth and agreed to by the district and the Local, similar to the
32 procedures of the Fire Marshal.

33

1 6. Should no member apply for the appointment, requests a transfer, or bid to the new
2 position or vacancy, the District may order the least senior officer to said position until
3 such time that another eligible employee requests a transfer to that position or vacancy
4 and/or an appropriate eligibility list is established by the District and Local 3372.
5

6 **8A. PROMOTIONS AND TRANSFERS FOR OFFICERS AND SUPPORT POSTIONS**

7 **1. General:**

8 All promotions will be made from presently employed members, based on the results of a
9 competitive written exam, seniority, oral board, and education points, with the exception of the
10 Fire Marshal, EMS Coordinator, Training Director, or similar support positions. Said support
11 positions shall be subject to promotional or transfer procedures that are mutually developed by
12 the district and the local, or as outlined in the foregoing subsections.

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

28
29 **2 STUDY MATERIAL:** One copy off all source materials shall be provided for the
30 in-station use of employees preparing to take such examinations. Promotional testing material
31 shall consist of the present labor agreement, Current General Orders and SOP's, the most
32 current RI EMS Protocols, and one Fire Service related book that will be mutually selected by
33 the chief of the department and the union.

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

The written exam shall be prepared by a nationally certified testing company. All questions shall be derived from the study material listed above. The exam shall be kept in the original shipping package and shall remain unopened until the exam is ready to be administered. The exam material shall be opened in the presence of a union representative. The written portion of the promotional examination shall consist of 100 multiple-choice and/or True/False style questions. No essay-type questions or fill-in-the-blank will be used for the examination. No trick questions shall be used; the questions shall be clear, concise, and direct. Each question shall be worth one (1) point. The written portion shall be corrected using an annotated answer key provided by the testing company, and shall be corrected by the Chief's designee in the presence of the candidate and a representative of the union executive board immediately after the completion. The candidate's score shall be made immediately available to the individual candidate. Upon written request of the local, the district shall provide a complete review of the test. Said review shall be held within forty-eight hours from the date of the written request. During such review, any candidate shall have the opportunity to challenge the validity and accuracy of any question. If during said review, the union feels as though an answer or question was erroneous, inaccurate, or worded unclear or that the final answer after the review was not accurate or correct, and the Chief or designee also concur, then the question shall be struck from the exam and the total shall be recalculated based on the final number of questions. The final calculation of the written exam shall be determined by dividing the total number of correct answers by two. (i.e.: Candidate A answers seventy-five questions correctly, his total points earned for the written portion of the examination process will be 37.5 points)

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

1
2 **5. Oral Exam. Maximum of Ten (10) points.**

3 There shall be an oral exam consisting of three full-time officers holding the rank of Captain or
4 above, and shall be from full-time, career departments outside of the Town of Coventry. The
5 Chief of the department shall select one examiner, the union shall select one, and those two
6 examiners shall mutually pick the third examiner. The three examiners and the candidate shall
7 be the only persons allowed in the exam room during the oral exam. Upon the completion of
8 the oral examination process, the candidate shall be given his/her score in writing, to include all
9 calculations that resulted in the final score. The final calculations will be tabulated in the
10 presence of one district designee and one union designee. The oral exam shall be held within
11 thirty days of the written exam, but no less than fourteen days from the written.
12

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

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

- 16 • Ten (10) points for a Bachelors degree
- 17 • Five (5) Points for an Associates Degree
- 18 • Two (2) Points for "Pro-Board" certified course over forty (40) hours.
- 19 • One (1) point for each fire/EMS service training certificates.

20 All candidates will have to show proof of courses by certificate or transcript from a school.
21 All proof of education must be earned and submitted to the Chief prior to the start of the
22 written examination. All calculations of educational points shall be verified between the
23 Chief and the Local.
24

25 **8 B. QUALIFICATIONS FOR LIEUTENANT, CAPTAIN, OR BATTALION CHIEF**

26 1. To be eligible for promotion to Lieutenant, Captain, or Battalion Chief, the
27 employee must hold Certification as NFPA Fire Fighter Level 1 & 2 (1001) and have a valid
28 Rhode Island EMT-C License by the date of posting of application.
29

30 2. No employee shall be eligible to take the examination for promotion to
31 Lieutenant until such employee has earned 5 years of departmental seniority by the date of the
32 written exam.

33 3. No employee shall be eligible to take the examination for promotion to Captain

1 until such employee has served 5 years as a Lieutenant by the date of the written exam.

2 4. No employee shall be eligible for promotion to Battalion Chief until such employee
3 has served 2 years as a Captain by the date of the written exam.

4
5 5. For the purpose of this Sub-Section, all seniority and time served shall be computed up
6 to and including the date of the written exam.

7
8 6. If there is no eligible employees that meet the qualifications as set forth herein, the
9 vacant or newly established position will be subject to ARTICLE II, Section 3 Titled
10 TEMPORARY SERVICE OUT OF RANK, and the district will forgo any testing, promotions
11 or assignments to said position until the next testing year as described herein to fill the position.

12
13 **8 C. QUALIFICATIONS FOR FIRE MARSHAL**

14 1. An assistant Deputy State Fire Marshal Certification or equivalent as required by
15 law shall not be required at time of bid. Should the employee whom bids to a Fire Marshal
16 position not have this certification, he/she shall be required to attend the first available class
17 offered by the State of R.I. and obtain such certification upon completion the class. The costs of
18 the class shall be paid for by the district. The employee will only be allowed one attempt to
19 receive such certification.

20
21 2. The Fire Marshal(s) shall maintain the Assistant Deputy State Fire Marshal
22 Certification as a condition of holding the Fire Marshal Position. The District shall be required
23 to provide any re-certification or new certification requirements required by law. The district
24 shall pay all costs associated with training and re-certification, to include training pay if said
25 training is not conducted during regular scheduled working hours.

26
27 3. Employees must have 10 years of continuous service with the Coventry Fire
28 District by the closing date of application for the exam to be eligible to test for the Fire Marshal
29 eligibility list.

30
31 4. Employees must pass a Fire Marshal Exam administered by the Coventry Fire
32 District. The exam will be a pass/ fail exam consisting of only true and False and/or multiple
33 choice style questions taken from one book of the Chief's choice. Such book shall be of general

1 knowledge related to the position of Fire Marshal and shall not include any fire code related
2 questions. Exam materials and exam date shall be posted sixty (60) working days prior to the
3 date of the exam. A score of seventy (70%) percent correct or higher shall be considered a
4 passing score. The exam score is only used to determine a pass or fail status and shall have no
5 bearing on eligibility.

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

8
9 6. Employees shall hold at minimum, an EMT Basic License and maintain such
10 license while occupying a Fire Marshal Position. The district shall pay all costs associated with
11 re-certification, to include training pay if said training is not conducted during regular
12 scheduled working hours.

13
14 7. Candidates shall not be required to have Arson Investigation Training at time of the
15 bid, however, if employee does not have said training, they shall be required to obtain such
16 training and acquire credentials. Only one opportunity shall be provided. Arson Investigation
17 Training will be provided after the employee has successfully obtained an Assistant Deputy
18 State Fire Marshal Certification. At no time, shall a Fire Marshal be required to attend both
19 classes/trainings simultaneously. The district shall pay all costs associated with training and re-
20 certification, to include training pay if said training is not conducted during regular scheduled
21 working hours. The employee will be allowed one attempt to receive such credentials.

22
23 **8 D. ELIGIBILITIES & RESTRICTIONS AS FIRE MARSHAL(S):**

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

27
28 2. The Fire Marshal(s) shall be eligible to take promotional exams for the rank that is
29 one grade higher than the rank that he/she held prior to bidding to a Fire Marshal position,
30 provided that he/she meets all contractual requirements for such rank.

31
32 3. The Fire Marshal(s) shall not be eligible to work regular or overtime shifts within
33 the platoon system and/or detail assignments that are normally and regularly offered to the

1 employees within the platoon system. This does not preclude the fire marshal from being
2 compensated for overtime hours worked when responding back to emergency incidents,
3 training, re-certification, or special details while he/she is normally scheduled to be off
4 duty, or when he/she is requested to be held over his normal working hours by the Chief of
5 the department, or the Chief's designee when needed to perform the duties of fire marshal.

6
7 **8 D.1 QUALIFICATIONS TO BID TO BATTALION CHIEF**

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

1 **8 D.2 FILLING A BATTALION VACANCY**

- 2 a. When a vacancy occurs, the position will be offered to the most senior eligible
3 employee as described above.
- 4 b. If the most senior eligible employee declines to bid to the vacant Battalion position,
5 it shall be offered to the next most senior eligible person and so on until someone
6 accepts the position.
- 7 c. If no employee accepts the vacant Battalion Position, the least senior eligible
8 person as defined above, shall be ordered to the vacant position until such time a
9 more junior employee becomes eligible, or a more senior eligible person bids to the
10 position during a bid session.
- 11 d. If there are no eligible employees to fill the vacancy, then the position may go to a
12 bid to be filled by any Captain as a temporary assignment until such time as an
13 employee meets the qualifications to bid the position permanently. If no Captain
14 bids the temporary assignment, then the most Junior Captain will be ordered to that
15 position until such time another employee becomes eligible to be ordered in to the
16 position or meets the requirements to bid the position permanently.

17
18 **8 E. Testing and Scoring Procedures: ALL EXAMS**

- 19
20 1. All promotional testing shall be conducted by a nationally recognized outside testing
21 agency/organization mutually selected by the District and the union, unless otherwise provided
22 for in this agreement.
- 23
24 2. The district shall provide the testing agency with a copy of all study material as outlined
25 above and the test shall be developed based on an equal number of questions for each piece of
26 study material. (ie: five pieces of study material would mean that there should be 20% of the
27 questions from each subject of study material.)
- 28
29 3. The candidate's final score shall be calculated by adding the employees points earned for
30 the written exam, seniority, education, and oral exam. A minimum overall score of sixty (60) is
31 needed to be placed on the promotional list. The employee that achieves the highest overall
32 score will receive the promotion(s). The remaining candidates will rank on a promotional list

1 according to their overall score. In the case of a tie score, departmental seniority will be
2 deciding factor.

3
4 4. All promotions to vacancies shall be made pursuant to the time schedule as specified within
5 Article II, Section 2 of this Agreement, Titled "Bid".

6
7 **8 F. Work Relief:**

8 The district shall provide work reliefs for members who are on duty in order to take the
9 Promotional Examination without requirement to make up the time. In the event an
10 employee taking the Promotional Examination reduces the workforce below minimum
11 staffing levels, the Chief shall order off duty employees to fill in for those employees taking
12 the examination in accordance with the Collective Bargaining Agreement between the
13 parties. This shall be the only instance where the minimum number of Officers on duty may
14 be temporarily reduced to facilitate the requirements of this section

15
16 **9. HOURS**

17 A. The Captains, the Lieutenants, and the Fire Fighter/EMT personnel shall work a
18 rotating shift schedule of two (2) ten (10) hour dayshifts, two (2) fourteen (14) hour
19 nightshifts, then four (4) days off. This rotating shift schedule is based upon an average
20 forty-two (42) hour workweek over an eight (8) week cycle.

21 This rotating schedule will consist of dayshifts beginning at 0730 hours and ending at 1730
22 hours, and nightshifts beginning at 1730 hours and ending at 0730 hours on the following
23 day.

24
25 B. The Fire Marshal shall be assigned to a 40 hour workweek, working four (4), ten
26 (10) hour days each week. The workweek will be set as Monday through Thursday, 0700-
27 1700.

28
29 C. All new hires, during their initial training, will work a five (5) day schedule from
30 Monday to Friday consisting of forty (40) hours per week with holidays off, until such time
31 as their initial training period is complete and the Chief determines they may be transferred
32 to one of the platoons.

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

8
9 **10. SUBSTITUTIONS**

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

21 **11. CLOTHING ALLOWANCE**

22
23 A. All fire fighters will comply with the dress code as issued by a committee
24 designated by the Chief of the department and the union. This dress code shall be designed
25 for safety of all personnel, uniformity of appearance, and easy identification of district Fire
26 personnel by the public. Each employee shall be responsible to wear presentable uniforms
27 while on-duty for the fire district. Worn or faded clothing; torn clothing; stained shirts,
28 pants, hats, jackets, etc. are not acceptable and are required to be replaced with presentable
29 uniform apparel utilizing the individual's clothing allowance.

30
31 C. A newly hired fire fighter/EMT will receive a full year's clothing allowance of
32 \$1500.00 immediately upon appointment, after successful graduation of recruit
33 school, to purchase Class A & B clothing and incidental supplies; however,

1 should the fire fighter/EMT fail to complete his/her probationary period for any
2 reason, he/she shall pay back a pro-rated share of the allowance. All uniforms
3 shall conform to the class contained in the appropriate edition of NFPA
4 recommendations.
5

6 D. The District shall initially provide to all newly appointed employees assigned to the
7 four-platoon system, two (2) badges, one small shirt badge and one larger coat badge, and
8 all appropriate patches and collar insignias.
9

10 D.1 In the event that an employee is promoted or permanently assigned to a position
11 other than his/her initial or presently assigned position, the District agrees to provide any
12 additional uniform items, which may be required for the new position.
13

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

18 F. All employees assigned to the four-platoon system, and the Fire Marshal position
19 or the Special Services/Support Division, shall be paid a clothing maintenance allowance of
20 \$1,200 per year, to be paid in two (2) equal installments of \$600 each June 1st and
21 December 1st. of each year.
22

23 G. For each (6)-month period that an employee is out of work, he/she will forfeit one
24 (1) \$600 semi-annual payment.
25

26 H. All members of the bargaining unit shall be required to have a department
27 prescribed Class A Dress Uniform. Each employee shall maintain a Class A uniform in
28 serviceable condition and shall present such uniform to the District for inspection purpose
29 when requested on an annual basis. The district agrees to purchase and furnish all
30 employees hired before January 1, 2011 a complete Class A dress uniform with all
31 appropriate badges, hardware, shoes, belts etc...
32

33 I. The Chief of Department can require a Class A Dress Uniform for indoor details

1 based on the type of said detail. For all types of fire watches (indoor and outdoor), and all
2 outside details, the prescribed uniform shall be the Department's station uniform.

3
4 J. The Fire District will pay the Union, tax free, at least seven days prior to December
5 1st, and June 1st, the monies allotted for clothing allowance and the Union will manage the
6 disbursement to the employees. Under no circumstances will any of this money be paid
7 directly to an individual employee by the District, nor will the money be used for anything
8 other than required uniforms, equipment, or maintenance.

9
10
11 **11A. PROTECTIVE EQUIPMENT**

12
13 The Fire District agrees to provide and maintain to its permanent employees a set of NFPA
14 approved protective turnout gear and any other protective equipment needed to safely
15 perform the employee's duties. Protective equipment shall include, but not be limited to:
16 Nomex Hood, Turnout Coat, Bunker Pants, Bunker Boots, Suspenders, Helmet, Gloves,
17 and an SCBA mask.

18
19 All new employees shall be issued brand new protective clothing specifically ordered
20 and fit for that employee. Protective clothing for new employees shall be ordered at
21 least fourteen (14) days prior to the employee being placed on the platoon system.

22 Recycling or re-issuing of protective clothing is not allowed. Any uniform clothing or
23 protective equipment, as listed in this section and Article II, Section 11, issued by the
24 District to a bargaining unit employee, which is damaged or destroyed beyond repair
25 and which is in need of replacement, shall be ordered within fourteen (14) days of date
26 of damage or notice of damage.

27
28 Upon retirement, the employee may keep all badges, collar pins, helmets, shields and/any
29 and all issued equipment, with the exception of portable radios and SCBA masks.

30
31 **12. DEFERRED COMPENSATIONS PLAN & OTHER INVESTMENT PLANS**

32
33 The Fire District will provide payroll deduction for a Deferred Compensation Plan. The

1 district will provide payroll deduction for other employee funded investment plans of the
2 employees' choice providing the district is able to facilitate the transfers. Local 3372 will
3 work out the mechanics and choice of plans offered.
4
5

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ARTICLE III
COMPENSATION

1. SALARIES

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

	4/1/13	4/1/14	4/1/15
Division Chiefs	1144.76	1156.21	1167.78
Battalion Chiefs	1144.76	1156.21	1167.78
Captain s	1120.73	1131.94	1143.27
Lieutenants	1090.50	1101.41	1112.42
Firefighter/EMT Over 24 Months	1021.43	1031.65	1041.97
Firefighter/EMT Over 12 Months	988.31	998.20	1008.18
Firefighter/EMT	955.67	965.23	974.87

All employees holding Rhode Island certification as an EMT Cardiac Technician or greater shall receive incentive pay. Incentive pay shall be added to the employee's weekly salary and shall be considered in all respects for the purpose of calculating pensions.

Schedule: EMT-C \$40.00 per week

Employees hired after January 1, 2011 shall be paid the following salaries:

Division Chiefs	1144.76	1156.21	1167.78
Battalion Chiefs	1144.76	1156.21	1167.78

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Captains	1120.73	1131.94	1143.27
Lieutenants	1090.50	1101.41	1112.42
Firefighter/EMT Over 24 Months	905.01	914.06	923.20
Firefighter/EMT Over 12 Months	824.67	832.91	841.24
Firefighter/EMT	744.31	751.75	759.27

All employees holding Rhode Island certification as an EMT Cardiac Technician or greater shall receive incentive pay. Incentive pay shall be added to the employee's weekly salary and shall be considered in all respects for the purpose of calculating pensions.

Schedule: EMT-C \$40.00 per week

B. The district shall offer direct deposit to all employees at no cost to the employee. The district shall withdraw any and all voluntary deductions that the employee may request providing the district is able to facilitate the transfers. Any deductions shall be disbursed in accordance to the employee's written request or as required by law.

C. Support Division positions of Training Officer and Emergency Medical Services Coordinator (EMSC) shall receive the salary of one pay grade above what they were prior to accepting the transfer if said positions are considered fulltime.

D. Members who are working in the position of the EMSC, Training Officer, or the like shall not be considered to have the rank of what they are being compensated at, be addressed at that rank, use the title of that rank, or wear an insignia, badges, pins, etc., of that rank. They will be recognized for the rank higher in pay for monetary purposes only.

1 E. The regular hourly rate of pay for all full-time employees who work a rotating schedule
2 shall be equal to one forty-second (1/42nd) of his/her regular weekly pay.

3

4 **2. PAID HOLIDAYS**

5

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

7	New Year's Day	Labor Day
8	President's Day	Columbus Day
9	Martin Luther King Day	Veterans Day
10	Memorial Day	Thanksgiving Day
11	Independence Day	Christmas Day
12	Victory Day	

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

16

17 C. Probationary employees working the five (5) days schedule will have legal holidays off
18 with pay. If a legal holiday falls on a Saturday or Sunday the employee will receive eight (8) hours
19 of pay at his/her regular hourly rate of pay.

20

21 E. Support Division Positions other than dispatchers will receive the holiday off with pay in
22 addition to the holiday pay as outlined above. Support Division Personnel shall take off the
23 Monday following a holiday should the holiday fall on a scheduled day off.

24

25 F. As part of a concessionary bargaining agreement, in 2011-2012, the district did not
26 compensate the bargaining unit members for the 2012' calendar year holidays as outlined in that
27 year's effective CBA. In lieu of the holiday payments due for 2012, the district will credit each
28 affected employee eleven "Deferred Holidays" to be paid upon retirement or separation of service.
29 Such payment shall be made to the employee at the rate of holiday pay upon retirement but not less
30 than the holiday rate in effect at the time of deferment.

31

32 G. The employees will forgo the eleven (11) paid holidays for calendar year 2013'. In 2014
33 & 2015' the employees will be compensated for six (6) of the eleven (11) paid holidays each year

1 and will defer payment of the remaining five (5) holidays for each year respectively until retirement
2 or separation of service. The district will credit each affected employee a total of ten (10) "Deferred
3 Holidays" to be paid upon retirement or separation of service. Such payment shall be made to the
4 employee at the rate of holiday pay upon retirement but not less than the holiday rate in effect at the
5 time of deferment. All other sections and subsections of this article shall remain whole and in
6 effect.

7
8 **3. OVERTIME**

9
10 **A. DEFINITION:** Overtime for employees who work a rotating shift schedule shall be
11 defined as time worked in excess of and continuous to a ten (10) hour day tour, or a fourteen (14)
12 hour night tour, or any time that the employee works in excess of his/her normally scheduled
13 hours, or any time an employee works in excess of forty eight hours over a continuous eight day
14 time period. Overtime for employees that do not work on the rotating platoon schedule shall be
15 defined as any time worked in excess of forty hours per pay period. Overtime will be available
16 only by authorization of the Chief or the Officer in charge of the shift, or the person in charge of
17 that division.

18 Overtime pay shall be given in half hour increments, at a minimum of (4) four hour shifts and shall
19 be at a rate of one and one-half (1-1/2) times the employees' regular hourly rate of pay.

20
21 **B. HELD OVER:**

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

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

2 Any employee, who attends a training session or seminar with the prior approval of the Fire
3 Chief, while off duty, shall be compensated with collateral duty pay (employee's regular hourly
4 rate) for total hours at the training.

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

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

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

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

20 **D. PROCEDURES FOR FILLING OVERTIME FOR THE PLATOON SYSTEM:**

21 Overtime shall be assigned based on a member's seniority. The Chief of Department shall
22 keep an overtime list, through the Officer in Charge of the shift. Said list shall be that of an
23 equalized type list that will attempt to offer the same number of overtime shifts to all employees,
24 regardless of platoon assignment. The bargaining unit and the Chief of Department shall design
25 the mechanics of this list.

26 If a member is called and offered overtime and refuses to accept the overtime, he shall receive a
27 refusal. Members on vacation shall not be eligible for overtime on the day or days for which they
28 are scheduled to be on vacation from their regular shift and shall receive a bye. The days between
29 their regular shifts are not considered as being on vacation and the employee shall be offered
30 overtime and marked as a refusal or an accepted. Any member that is attending a District required
31 training or school etc.,(regardless if the district is paying for the course or training, it must be
32 required and not a voluntary course or training) will not lose their position on the overtime list,
33 should their name come up and shall receive a bye. Members on Leave of Absence, Injured on

1 Duty Status, or Military Leave for a period in excess of seven (7) shifts, shall not receive any
2 byes. Members on sick leave shall receive no more than two (2) byes during each leave. All
3 reference to vacation days shall refer to days and nights equally divided. If a member is called for
4 overtime but cannot be contacted, he shall be rotated to the bottom of the overtime list and the
5 Chief, or his designee, shall attempt to contact the next firefighter on the seniority overtime list.
6 All members will be called at their telephone number of choice first. If no contact is made by
7 phone, then the member of the bargaining unit will be called at the number of second choice, if
8 unable to reach the member, a message shall be left and that member will be given ten (10)
9 minutes to return the call to the station. The ten minutes waiting period shall be waived in cases of
10 emergency, or if the overtime that is to be filled is within two hours of the start of the shift.

11
12 Notwithstanding the above, the Fire Chief has the authority to order any member into work
13 where an emergency exists or the Fire Chief determines, in his discretion, that it is necessary to
14 have additional firefighters on duty.

15
16 Not more than one probationary firefighter shall be able to work any shift at the same fire station,
17 unless authorized by the Chief. When a probationary firefighter is already scheduled for that shift,
18 and the next available firefighter for overtime is on probation, the probationary firefighter will not
19 be called for that overtime. The next eligible non- probationary firefighter will be offered the
20 overtime shift.

21
22 The District agrees to use the following lists to hire employees for overtime and collateral duty.

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

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

1 It is further agreed upon that the Chief and the union may work out the mechanics of the above
2 lists and shall set policy/ general orders to accomplish such, as long as said policy does not
3 conflict with the above. Additional lists may be added if needed, at the request of the union.
4

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

13 **H. Procedures for Filling Overtime for the Fire Marshal Division**

14 All vacancies or absences created within the Fire Marshal office by sick, vacation, or personal
15 leave shall be filled by union employees that hold an Assistant Deputy State Fire Marshal
16 certification, and the shift shall be filled in accordance with the current overtime fill policy.

17 Overtime within the fire marshal division shall be filled on an as needed basis, determined by that
18 days scheduled workload. The initials (AFM) shall be placed next to all eligible employees names
19 on the overtime list. Only those persons shall be eligible for overtime within the fire marshal
20 division. Such certification must be produced to the Fire Chief annually to be eligible to be on the
21 list. Any employee that holds such certification shall also be subject to being ordered into fill the
22 fire marshal vacancy, in reverse seniority if the vacancy cannot be filled voluntarily. The fire
23 marshal shall not count towards the maximum number of employees that are allowed time off.
24

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

30 **4. CALLBACK**

31 A. Employees of the District, who are requested to respond to an off duty call, and do
32 so, shall be paid at the rate of time and one-half (1-1/2) for all hours worked on that call,
33 with a (4) four hour minimum. Permanent employees will be offered callbacks to work a

1 ten (10) hour, fourteen (14) hour, or any other position on a shift. Callback will be offered
2 using the overtime list(s) already in place. When any shift or portion of a shift cannot be
3 filled using the seniority list, then the ordering in policy will be used.
4

5 **B.** In all cases where employees of other fire departments outside of The town of
6 Coventry have been called into the District under any mutual aid situation, the Fire District
7 will, after one (1) hour, call back sufficient off-duty employees of the Fire District to assist
8 such mutual aid fire fighters.
9

10 **5. DETAILS, CIVIC AND NON-CIVIC**
11

12 **A.** Whenever a member of the bargaining unit is assigned to a detail of a non-civic
13 nature or where the duties of a Firefighter/EMT may be required by law or at the discretion
14 of the Fire District, the detail shall be paid for by the individual, corporation or
15 organization for who said member is working. Members so detailed shall be compensated
16 for a minimum of four (4) hours at the rate of pay at which the current Coventry Police
17 detail pay is, but not less than forty dollars (\$40.00) per hour, which ever is greater.
18

19 **B.** Any such non-civic detail occurring on Christmas Eve, New Year's Eve or any of
20 the holidays listed in Article III, Section 2, shall be paid for at the rate of double the
21 aforementioned time for a minimum of four (4) hours.
22

23 **C.** Details shall be offered, by seniority basis, to all eligible employees covered under
24 this agreement, with the exception of the fire marshal. If a vacancy remains, after a detail
25 has been offered to all employees, then the Chief may order the least senior firefighter to
26 work the detail. A detail list similar to that of the Overtime list shall be maintained at all
27 times by the Chief of the Department, through his/her chain of command. Said list shall
28 offer details and order backs equally to all eligible employees.
29

30 **D.** Whenever an employee of the District who has been assigned to a private or special
31 detail is injured or contracted an illness in the course of such detail, he shall be considered
32 as Injured On Duty and compensated by said District for all medical and hospital expenses,
33 etc. and the regular rate of pay is to be continued during the period of incapacity as

1 provided by Section 45-19-1 of the General Laws of R.I. 1956, as amended. Should the
2 employee become permanently disabled due to this injury, accident or illness, than the
3 employee will be entitled to disability benefits and pension as expressed and contained
4 within Article V, Section 5 of this agreement and as set forth in RIGL 45-19-1 or 45-19-1.,
5 1956, as amended.

6
7 E. In the event any employee covered by this agreement is sued in any civil
8 proceeding as a result of actions or inactions, performed or not performed, by said
9 employee in the performance of their duties on a private or special detail, the District
10 agrees to provide the employee with all necessary legal assistance and further agrees to pay
11 any judgment rendered against said employee in any such proceedings.

12
13 F. If any apparatus or equipment is needed on a detail, it will require
14 the hiring of two (2) employees to operate each piece of apparatus or equipment.

15
16 **6. COURT ATTENDANCE**

17
18 A. Any employee who is required to appear in Court during off duty hours for any
19 reason, either as a witness, respondent, or defendant, for the purposes related to his/her
20 duties as a Fire Fighter/EMT of the District shall be paid for the hours worked at the
21 employee's regular hourly rate of pay. Notwithstanding the foregoing, no employee shall
22 be paid for a Court appearance with regard to a matter in which the employee is a
23 defendant or respondent for a matter that does not pertain to the employee's duties,
24 obligations, or responsibilities of the fire district.

25
26 B. The following expenses which may be incurred by an employee during a Court
27 appearance, either on duty or off duty, shall be reimbursed by the District upon submission
28 of reasonable and appropriate receipts for such expenses to the Chief.

29 A) Meals;

30 B) Vehicle parking;

31 C) Lodging if not paid by the Court;

32 D) Mileage reimbursement will also be paid if the employee is required to use
33 his/her own personal vehicle. Reimbursement for mileage will be at the rate of

1 Twenty-Five (\$.25) Cents per mile from the headquarters of the District.

2

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

5

6 **7. LONGEVITY BONUS**

7

8 A. A longevity bonus shall be paid to all full-time employees that have five years or
9 more of continuous service with the district. All eligible employees will receive a longevity
10 bonus for continuous years completed as of December 31st.

11

12 B. Longevity bonus shall be paid in full on the pay period following the employee's
13 anniversary date. The employee should submit a request form at least two weeks prior to his/her
14 anniversary date to assure timely compensation. The longevity bonus will be paid according to
15 the following schedule:

	<u>4/1/13</u>	<u>4/1/14</u>	<u>4/1/15</u>	<u>12/30/15</u>	
17 5-9 years	8	8	8	8.5	% of 52 weeks' base salary
18 10-14 years	8.5	8.5	8.5	9	% of 52 weeks' base salary
19 15 years or more	9.5	9.5	9.5	10	% of 52 weeks' base salary

20

21 C. The appropriate pension contributions shall be deducted from any payments.
22 Longevity payments shall be issued as a separate check and shall not be issued with the regular
23 weekly/bi-weekly salary.

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ARTICLE IV
LEAVE

1. **SICK LEAVE**

GENERAL:

Any employee who is unable to appear for work for any reason shall contact the duty officer at least two (2) hours prior to the start of the shift and state the reason for the absence. Employees should give as much notice as possible to allow for notification of replacement. Failure to comply with this provision may result in disciplinary action. The Chief or his/her designee may require a physician's certificate, or other satisfactory evidence, in support of any request for sick leave after four (4) days of continued absence. Unused sick leave shall rollover and accumulates each year. Employees may draw from accumulated sick leave as needed throughout the duration of employment.

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

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

iii. Employees may borrow up to twenty-four (24) days of sick leave against future accruals for good cause with the approval of District Board. In the event the employee terminates employment for any reason, any sick days owed will be paid back to the Department/District.

A. Each employee hired before December 31, 2010 shall be credited sick shifts on January 1st of each year according to the following schedule.

11 shifts per year

1 The district shall compensate each employee hired before December 31st 2010
2 according to the following schedule for giving back sick shifts from the previous
3 contracts. Payments shall be made on the first pay period of February of each year.
4 All payments shall be in a separate check.

5 February 2013' payment to employee shall be \$600.00

6
7 **B. For new employees hired after December 31st 2010, first year sick**
8 **leave shall be credited as follows:**

- | | | |
|----|--|--------------|
| 9 | ▪ Hired before April 1st | 11 Shifts |
| 10 | ▪ Hired between April 1 and July 1st | 7-1/2 Shifts |
| 11 | ▪ Hired between July 1 and October 1st | 5 Shifts |
| 12 | ▪ Hired after October 1st | 2-1/2 Shifts |

- 13 • This sick leave will be credited on the first of the year following the initial hiring, and
14 may be used during that calendar year. There will be no sick leave credited during the
15 period from hiring to the following January 1st.

16
17 **B. CREDIT FOR SICK LEAVE UPON SEPARATION OF SERVICE**

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

24
25 2. An employee may elect to have such unused accumulated sick leave paid out in one of the
26 following methods:

- 27 a. Receive a weekly or monthly check over a twenty four month term for the
28 total dollar amount.
- 29 b. Deposited into the employee's PHEP account over a 24 month term. Equal
30 installments shall be deposited no less than monthly, and shall be tax free as
31 pursuant to IRS tax codes.
- 32 c. Deposited into the employee's Deferred Compensation account as pursuant
33 to IRS tax codes.

1 d. The total dollar value of unused sick time shall be used to continue paying
2 the cost of the employee's medical coverage until such time as the employee no
3 longer has any dollar value to provide for further coverage.
4

5 **C. ACCUMULATED SICK LEAVE ON DEATH**

6 In any case where an employee covered by this Agreement dies leaving unused
7 accumulated sick leave, the District shall pay within six months, to the Executor or
8 Administrator of the employee's estate, or to the employee's widow/widower if there be no
9 Executor or Administrator, or to the next of kin if there be no widow/widower, a lump sum
10 payment equal to the dollar value of all unused accumulated sick leave earned up to the
11 time of the employee's death. Dollar value shall be determined by multiplying the
12 employee's most recent daily rate of pay by the number of unused accumulated shifts of
13 sick leave.
14

15 **2. FAMILY ILLNESS LEAVE**

16 Employees shall be allowed leave to attend a family member who is ill. This shall be
17 charged to the employee's accumulated sick leave, and is limited to twelve (12) uses per
18 calendar year. For the purpose of the section, family member shall be limited to parents or
19 step-parents, step-children, spouse, domestic or life partner, and children. Any additional
20 time required shall be charged to accumulated personal and vacation time.
21

22 **3. DEATH IN THE FAMILY**

23
24 A. In the case of a death of an employee's mother, father, step-parents, grandfather,
25 grandmother, mother-in-law, father-in-law, sister in-law, brother in-law, spouse, domestic
26 or life partner, child, brother, sister, step-child, step-sibling or a dependant family member,
27 or of the employee's wife/husband's immediate family as defined above, the employee
28 shall be entitled to leave with pay from the time of notification of death, to and including
29 the two days following the burial of the deceased, except in cases where unusual travel
30 distances exist, such period shall be extended for three (3) days, and provided further, that
31 in cases of employees of the Jewish faith, said leave shall be for the actual period of
32 mourning observed, but not to exceed seven (7) days from the day of burial, except in cases
33 where unusual travel distances exist, such period shall be extended for three (3) days.

1 B. In the case of a death of an employee's aunt or uncle, the employee shall be
2 entitled to leave for family bereavement, which shall be limited to a maximum of one (1)
3 calendar days of paid leave per occurrence.
4

5 **4. PERSONAL DAYS**
6

7 A. All employees will be credited two (2) shift of leave each year for personal
8 reasons. Personal leave will be credited as of January 1st, and must be used during that
9 calendar year. Personal leave not used during a calendar year cannot be carried into the
10 next year.

11 A.1 The employees agree to temporarily reduce personal leave from two shifts
12 annually, to one (1) shift annually. Said reduction shall sunset on December 30th 2015.
13

14 B. If an employee does not use any personal leave during a calendar year, he she shall
15 be compensated for half of the unused leave. Unused leave shall be calculated at twelve
16 (12) hours per personal day for employees working in the platoon system, and at ten
17 (10) hours for employees working a forty hour work week.
18

19 C. For new employees, personal leave will be credited on January 1st following
20 his/her hiring date.
21

22 D. The selection of personal days shall be at the employee's discretion. The exception
23 is that personal days may not be used on a prime holiday unless pre-booked at least thirty
24 days in advance. Employees with less than ten years of continuous service may not utilize
25 a pre-booked personal day on a prime holiday if it will create an order-in. An employee
26 out-on personal time may not be ordered-in to work. For the purposes of this section, one
27 (1) shift is considered a shift of either a dayshift or a nightshift.
28

29 E. The district shall provide and maintain an accurate and up to date list of all
30 personal leave accrued or used. This list shall be placed in the Officer in Charge office for
31 review by each employee.
32

33 F. Any employee shall be able to transfer, exchange, loan or give accrued or unused

1 personal leave to another employee upon submitting the appropriate paper work.

2
3 **5. VACATION**

4 **A. GENERAL**

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

7 **VACATION SCHEDULE**

8 1-2 Years	4 shifts
9 2-3 Years	8 shifts
10 3-4 Years	10 shifts
11 4-10 Years	14 shifts
12 10-15 Years	18 shifts
13 15-20 Years	22 shifts
14 20 Years & over	26 shifts

15
16 2. For a new employee, vacation will be credited on the day after the employee's one
17 (1) year anniversary. The employee will be credited at that time with one (1) day of
18 vacation for each seven and one-half (7-1/2) weeks left between the employee's anniversary
19 date and January 1st. On January 1st of the upcoming year, the employee will be credited
20 with vacation in accordance with the schedule above.

21
22 3. Two (2) weeks' notice may be required for a vacation of four (4) days or more at
23 one time. All reference to vacation days/shifts shall refer to days and nights equally
24 divided.

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

32
33 5. Upon submitting in writing, employees may elect to bank up to four (4) vacation

1 shifts per year into the employees PHEP account. The district shall provide written
2 confirmation of such request within fourteen days of the employee submittal.

3
4 1. 6. Vacation time credited on January 1st should be used by the end of that year, but
5 may be carried over to and placed into a "special use bank". Any unused vacation
6 time credited prior to January 1, 2013', and any unused time at end of each calendar
7 year thereafter shall be "rolled over" to a "special use bank" that may be accessed by
8 an employee under emergency use only or at separation of service with the district.
9 Under emergency use, employees shall have access to the "special use bank" in the
10 instance of extenuating circumstances which would require the employee to be away
11 from employment for an extended period of time and should the employee have no
12 other leave to access. A formal request shall be made to the Chief of the department
13 for use of said days and no reasonable request to utilize the days shall be denied.
14 Instances include but are not limited to family emergencies and/or personal illness or
15 injuries. Upon separation of service, the employee shall be paid for one hundred
16 percent of the unused vacation time. Said payment shall be made to the employee at
17 the rate of pay upon retirement but not less than the rate in effect at the time of carry
18 over.

19
20 8. The district shall provide an accurate and up to date list of all vacation leave
21 accrued, used, or banked. This list shall be placed in the Officer in Charge office for
22 review by each employee.

23
24 9. Any employee shall be able to transfer, exchange, loan or give accrued or unused
25 vacation leave to another employee upon submitting the appropriate paper work. This
26 includes any time in a "special use bank".

27
28 10. No more than one (1) employee per platoon will be allowed off on vacation at any
29 one time. Vacation request may be denied if another member is already scheduled to be off
30 on compensatory time pursuant to all applicable time limits.

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

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2. Pursuant to a concessionary bargaining agreement, whereas it was agreed upon that the district shall "Bank" all unused and accrued vacation time that an employee had accrued prior to the 2011-13' CBA to retirement. At which time the dollar value amount shall be based on the employees' hourly rate at time of retirement. Days and night shifts equally divided. For the purpose of that particular agreement, each "banked or deferred shift" shall be considered as eighteen hours at time of pay out. Employees shall have access to "banked shifts" in the instance of extenuating circumstances that would require the employee to be away from employment for an extended period of time and should the employee have no other leave to access. A formal request shall be made to the Chief of the department for use of said days and no reasonable request to utilize the days shall be denied.

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

1. Receive a weekly or monthly check over a twenty-four month term, for the total dollar amount of unused or accrued time.
2. Deposited into the employee's PHEP account over a twenty-four month term. Equal installments shall be deposited no less than monthly, and shall be tax free as pursuant to IRS tax codes.
3. Deposited into the employee's Deferred Compensation account as pursuant to IRS tax codes with in thirty days of separation of service.
4. The dollar value of all unused vacation time shall be used to continue paying the cost of the employee's medical coverage until such time as the employee no longer has any dollar value to provide for further coverage.
5. The employee may be granted vacation leave with pay until such time the unused vacation leave is depleted.

6. TIME OFF FOR UNION BUSINESS

A. The President of Local 3372 and one (1) Executive Board member or delegate shall be allowed time off with pay, or the requirement to make up such time, to attend the following Union functions as follows:

1. Monthly meeting of the Rhode Island State Fire Fighters Association

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

6

7 B. The President of Local 3372, if scheduled to work, shall be allowed time off with pay or
8 the requirement to make up such time, to attend the following union functions as follows:

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

12 C. The District will be required to replace the aforementioned Union officials if necessary to
13 maintain minimum manning as set forth herein.

14

15 D. If the president of the local is not an employee of the Coventry Fire District, then the
16 above time off shall be extended to the Shop Steward or the local designee employed
17 by the district and as authorized by the local President.

18

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

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

26

27 B. Employees will be granted leave with pay for attending the EMT-Cardiac Training
28 Program or a department mandated training program.

29

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

33

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

5
6 E. A decision on who will attend if everyone cannot be approved will be decided by if
7 it is in someone's job description (i.e.. officers). All other available spots will be decided
8 by seniority.
9

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11 **8. TUITION REIMBURSEMENT- DEGREE PROGRAMS**
12

13 A. The district will reimburse all employees for any costs incurred for books, fees, and
14 tuition upon successful completion of courses related to the Fire Sciences and EMS as
15 approved in advance by the Board of Directors of the District and for all courses necessary
16 to complete a degree in Fire Sciences, Emergency management, Weapons of Mass
17 Destruction, and Terrorism, as approved in advance by the Board of Directors of the
18 District. Nothing herein shall be construed to require the Board of Directors of the District
19 to approve for purposes of tuition reimbursement any course or degree program. In no
20 event shall the total annual aggregate cost to the District for reimbursement of books, fees,
21 and tuition as provided herein exceed twenty five hundred (\$2500.00) Dollars.
22

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

29 C. Reimbursement shall be made within thirty days of submitting proof of successful
30 completion of said course/class.
31
32

1 **9. EXTENDED LEAVE OF ABSENCE**

2

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

9

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

17

18 **10. MILITARY LEAVE**

19

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

24

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

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11. EMERGENCY LEAVE

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

12. COMPENSATORY TIME

A. Members shall have the option of receiving compensatory time off in lieu of overtime pay to a maximum accumulation of seventy-two (72) hours.

B. Compensatory time shall be charged at a minimum of four (4) hours when used. No more than one (1) member of the department shall be permitted to take compensatory time on any one ten (10) hour day or fourteen (14) hour night. Members must give the Chief or officer in charge forty-eight (48) hours notice, in writing, when they want to use compensatory time. Such leave will be granted on a seniority basis.

C. Comp time usage on a prime holiday:

- 1. Employees with more than 10 years continuous service;
 - (i) The request was submitted at least thirty days prior to the prime holiday.
 - (ii) The employee may be granted the leave and it may create an order-in.

1. A. The request was submitted less than thirty days prior to the prime holiday.

- i. The employee may be granted the leave however if it results in another member being ordered to work the employee requesting the leave will be denied the time off.

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

- (i) The employee will not be allowed to take vacation or compensatory time on a prime holiday if it will result in another

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member being ordered to work.

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

E. Comp-time request may be denied if another member is already scheduled to be off on compensatory time pursuant to all applicable time limits.

FINAL VERSION DO NOT CURE

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ARTICLE V

MEDICAL - PENSION

1. MEDICAL AND DENTAL

A. Each employee shall be enrolled in the Blue Cross/Blue Shield **Health-Mate C2C HDHP 1500/3000.00 Deductible Plan** carried by the Fire District, Single, Family, Subscriber/Children, Subscriber/1Child, and Subscriber & Spouse Plan as appropriate. They will also be provided with Blue Cross Dental Care "Enterprise Platinum Option 5" Plan for Dental Care, Individual or Family Plan as appropriate and SCRIP Prescription Plan for Medications, Individual or Family Plan as appropriate.

1. Per an agreement, herein the Plan, by and between Blue Cross/ Blue Shield of Rhode Island (BCBS) and the District, in an effort by the district to reduce the districts costs and expense for health care, and maintain equivalent healthcare benefits for its employees as required by contract, the district has elected to increase the deductible portion of the health care plan. By doing so, the District will now be responsible to pay for the first one-thousand five hundred dollars of qualified medical deductibles as well as all office visit co-pays and all prescription drug co-pays towards a single plan, and the first three thousand dollars of qualified medical deductibles, all office visit co-pays, and all prescription drug co-pays towards a family plan, at which time when the deductible of \$1500.00/\$3000.00 is met, Blue Cross or the carrier will absorb all qualified medical expenses, including office visit co-pays and prescription co-pays. The district and/or Blue Cross or the carrier, shall pay any and all costs associated with medical co-pays and prescription drug co-pays.

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

1 3. This District will outsource to a third party claims administrator, which will act as the agent
2 for the district with regard to employee medical claims and reimbursement. This third
3 party administrator will be mutually selected by the Bargaining unit and the district.
4

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

12 5. If an employee is required to pay out-of-pocket at the time of a service, for whatever
13 reason, the district shall make the employee whole for any and all medical expenses that
14 it is contractually obligated to pay, in accordance with the plan, and said reimbursement
15 shall be made no later than ten (10) days from the date that the employee notified the
16 district of such expense.
17

18 6. If office visit co-pay requires cash only, then the enrollee may be reimbursed prior to the
19 office visit. The enrollee shall contact the Chief of the Department at least one day prior
20 to the office visit to request the cash. The Chief or his designee will provide an envelope
21 with the cash to cover the expense. The envelope may be picked-up at headquarters or
22 may be left in the enrollee's mail slot. After the office visit, the enrollee shall forward a
23 receipt to the Chief so the cash advance can be documented. As an alternative, if office
24 visit co-pay requires cash only, the enrollee may be reimbursed by presenting a receipt to
25 the Chief at the convenience of the enrollee, Monday through Friday, during normal
26 business hours.
27

28 7. If a medical procedure or medical test deductible requires cash only, then the enrollee may
29 be reimbursed prior to the procedure or test. The enrollee shall contact the Chief at least
30 one day prior to the procedure or test to request the cash. The Chief will provide an
31 envelope with cash to cover the deductible expense. The envelope may be picked-up at
32 headquarters or may be left in the enrollee's mail slot. After the procedure or test, the
33 enrollee shall forward a receipt to the Chief so the cash advance can be documented. As

1 an alternative, if a medical procedure or medical test deductible requires cash only, the
2 enrollee may be reimbursed by presenting a receipt to the Chief at the convenience of the
3 enrollee, Monday through Friday, during normal business hours.

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

9
10 1. If the District insures such medical and/or dental benefits with a insurance carrier
11 other than Blue Cross/ Blue Shield, they shall be required to request bids from at
12 least three carriers. All of the benefits, including the current Participating Provider
13 Network and Pharmacies, which are listed in Exhibit A and B and attached hereto
14 will be at least equal to those provided currently, and as contained herein. The district
15 and the union shall mutually set the specifications for such bids and a copy of each
16 bid shall be provided to the local.

17
18 C. The benefits as described in this section will be in force for the period of this contract.

19
20 D. Full payment for the medical plan as described in this section will be made by the Coventry
21 Fire District.

22
23 E. Active employees receiving the medical plan as described in this section shall pay the
24 following co-shares which shall be deducted weekly on a pre-taxed basis.

25 Effective February 1, 2013

26 Individual Plan	\$17.50	Family Plan	\$35
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27
28 **1A. MEDICAL INSURANCE OPT-OUT**

29
30 A. Members of the bargaining unit shall be given the option to elect to not receive
31 medical insurance as provided in the contract. If a bargaining unit member elects to opt out
32 of medical insurance coverage totally, said member will receive one-half (1/2) of the total

1 premium payment which the Coventry Fire District was contributing on the member's
2 behalf and shall not pay a co-share.

3
4 B. If a bargaining unit member elects to opt out of family coverage, but still elects to
5 receive individual coverage, said member shall receive one-half (1/2) of the difference
6 between the family premium payment and the individual premium payment.

7
8 C. The mechanics of this disbursement shall be worked out mutually between the
9 Local and the District.

10
11 2. Any bargaining unit member, who elects to opt out of coverage either in total or
12 partially, may elect to receive coverage under this article by opting back into the
13 medical insurance plan in accordance with the terms of the plan.

14
15 **2. LIFE INSURANCE**

16
17 The district shall pay to Local 3372 the sum of Two Hundred Fifty (\$250.00) Dollars for
18 each employee on February 1, each year, in lieu of providing life insurance. With this
19 funding, the Union will be required to provide a minimum of Fifty Thousand (\$50,000.00)
20 Dollars in insurance for each employee. The union shall indemnify and hold the District
21 harmless for any breach of the Union's obligation under provisions of this paragraph

22
23 **3. VISION CARE**

24
25 A. The District agrees to pay two hundred (\$200.00) dollars per employee on May 1st
26 each year, to Local 3372 towards Vision Care. The union shall disperse the monies to each
27 employee within seven days of receipt of payment from the district. The Union shall
28 indemnify and hold the District harmless for any breach of the Union's obligations under
29 the provisions of this paragraph.

30
31 B. The District will pay for a Fire Fighter's eyeglasses, if they are lost, stolen, or
32 broken while on duty.

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1 **4. PENSION**

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A. The District will provide each employee with coverage in the pension plan of the Municipal Employee's Retirement System of the State of Rhode Island for Police Officers and Fire Fighters. Coverage will be the twenty (20) year retirement plan with Cost of Living Adjustments, Plan C, as outlined in the publications of the Retirement System of RI. Employee contributions shall be in accordance with Rhode Island General Laws 45-21-14 and 45-21-52. The districts contribution shall be set by the State of Rhode Island's Municipal Employees Retirement System. The district pursuant to a consent agreement executed and awarded by an arbitrator, shall maintain a separate COLA account for previous retired firefighters, the terms and conditions shall be bound by said consent agreement.

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

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

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

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

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

1 B. When an employee has suffered a minor injury in the line of duty, which does not
2 require the care of a physician, and has been treated by a member of the Department or a
3 rescue squad, a report on the injury and treatment shall be made to the Chief of the
4 Department or his/her Designee and become a part of the record of the Department.
5

6 C. Any subsequent worsening of the injury or of the immediate area of the injury
7 which prevents the employee from performing his/her normal duties and functions as a fire
8 fighter shall be considered as injured on duty and shall receive all the benefits as provided
9 for in the General Laws of the State of Rhode Island, Section 45.19.1, and all other
10 applicable statutes of the State of Rhode Island as read April 1, 2008.
11

12 D. A respiratory illness, or a condition of impairment of health caused by smoke
13 inhalation of the lungs or respiratory tract, resulting in total disability or death, is presumed
14 to have been suffered in the line of duty as a result of the inhalation of noxious fumes or
15 poisonous gases.
16

17 E. Any employee of the district that is unable to perform his or her duties in the fire
18 department by reason of a disabling occupational cancer which develops or manifests itself
19 during a period while the employee is in the service of the department, and any retired
20 member of the fire district who develops occupational cancer, is entitled to receive an
21 occupational cancer disability, and he or she is entitled to all of the benefits provided for by
22 law, and under this agreement.
23

24 F. Any employee who is unable to perform his or her duties by reason of exposure to
25 infectious disease as defined in RIGL § 23-28.36-2, and any retired member of the fire
26 district which infectious disease develops or manifests itself as a result of the exposure
27 during a period while the employee is or was in the service of the department, shall be
28 entitled to receive an occupational disability, and he or she shall be entitled to all of the
29 benefits provided for in chapter 19 of title 45, as applicable and all benefits contained
30 within this agreement.
31

32 G. An employee that contracts, develops, suffers from, a condition or illness of
33 coronary heart disease, pulmonary disease, cancer, respiratory illness, high blood pressure,

1 cerebral vascular accident, as well as any other disease or illness that may be considered
2 presumptive or occupational, due to the nature of firefighting or emergency medical
3 services, which prevents the employee from performing his/her normal duties and functions
4 as a fire fighter, shall be considered as injured on duty and shall receive all the benefits as
5 provided for in the General Laws of the State of Rhode Island, chapter 19 of title 45, as
6 read April, 2008, and all other applicable statutes of the State of Rhode Island.

7
8 **6. IN-LINE-OF-DUTY-DEATH**

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

18
19 **8. DISABILITY RETIREMENT**

20
21 A. Employees covered by this agreement, who remain away from their regular
22 employment as firefighters due to compressible line of duty injury or illness in accordance
23 with RIGL 45-19-1 or 45-19-1.1, shall at the expiration of twelve (12) continuous months
24 of absence or upon reaching maximum medical improvement, which ever occurs first,
25 submit to an examination to determine their status.

26
27 B. This examination shall consist of a medical evaluation to determine whether or not
28 the employee is permanently disabled and therefore unable to return to duty. The
29 employee's treating physician shall submit a report to the District upon request. The
30 District may, if not satisfied with the findings, request a further examination by a physician
31 of their choice, at their expense.

32
33 C. If the determination is then made that the employee will be unable to return to duty,
34 the District may initiate an application for an accidental disability pension in accordance

1 with RIGL 45-21.2-9.
2

3 D. In the event that the employee is declined an accidental disability pension as
4 described above, the employee will be placed back on IOD status.
5

6 E. If an employee is retired on an accidental disability, (OJI) as determined by the
7 Municipal Employee's Retirement System of the State of Rhode Island for Police Officers
8 and Fire Fighters and/or an SSI qualified disability, the employee will continue to receive
9 individual or family, whichever is appropriate, coverage for Medical, Dental, and SCRIP
10 Prescription Plan for Medications coverage, that was in effect when the disability occurred,
11 if available, but minimally the same coverage and plans as the current bargaining unit
12 members.
13

14 F. If an employee is retired on an ordinary disability, as determined by the Municipal
15 Employee's Retirement System of the State of Rhode Island for Police Officers and Fire
16 Fighters the employee will continue to receive individual coverage for Medical, Dental, and
17 SCRIP Prescription Plan for Medications coverage, which was in effect when the disability
18 occurred, if available, but minimally the same coverage and plans as the current bargaining
19 unit members.

20 The retiree/employee will also have the option to purchase family or other appropriate
21 coverage, through the district.
22

23 **9. RETIRED EMPLOYEES BENEFITS**
24

25 **A. "Retirement Plan A" 10 Years Medical Insurance**

26 1. The District shall provide employees that have ten (10) or more years of service
27 and that are vested with the R.I. Municipal Employees Pension system as of January 1,
28 2011, who retire with twenty (20) or more years of service at any age, for up to ten (10)
29 years or age sixty-five (65), which ever is first, with the same medical and dental coverage
30 that is offered to full-time employees. The medical plan shall be a single plan for the
31 retired employee only. The retired employee shall have the option to purchase family
32 medical through the district.
33

1 3. As a one-time enrollment, any employee that is eligible for "Retirement Plan A" as
2 specified herein shall have sixty days from the date of execution of this agreement,
3 the right to refuse "Retirement Plan A" and be enrolled in "Retirement Plan B".
4 Such refusal shall be made in writing to the district and a copy shall be forwarded to
5 the local.
6

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

8 1. Each full-time employee of the Fire District that has completed his/her first year of
9 probationary time shall be enrolled, and remain enrolled for duration of employment, in a
10 Post Employment Health Plan. Eligible employees that have elected to receive "Retirement
11 Plan A" will not be enrolled in this PEHP program. The Fire District and Local 3372 agree
12 that the mechanics of the plan will be in accordance within the guidelines of the Nationwide
13 Retirement Solutions Post Employment Health Plan, Insurance Premium Reimbursement
14 Account and applicable IRS regulations.
15

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

20 3. Schedule:

21	April 1, 2013-	5%	of weekly salary
22	April 1, 2014-	5%	of weekly salary
23	April 1, 2015 -	5%	of weekly salary
24	December 30, 2015 -	10%	of weekly salary

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

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

32 3. Any such request to "OPT OUT" of medical and dental coverage and to receive
33 payment in lieu of coverage shall be made in writing to the district and a copy shall be

1 forwarded to the local within thirty days of retirement.

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

4
5 **D. SEVERANCE:**

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

9 a. Deposited into the employee's PHEP account over a twenty-four month term.

10 Equal installments shall be deposited no less than monthly, and shall be tax free as pursuant
11 to IRS tax codes.

12 b. Deposited into the employee's Deferred Compensation account as pursuant to IRS
13 tax codes within thirty days of separation of service.

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

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

30 e. Paid to the employee over a term of 24 months in a weekly, monthly, or quarterly
31 check with all taxes deducted. The terms of the disbursement shall be selected by the
32 employee/retiree, in writing within seven (7) working days of separation of service.

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ARTICLE VI

GRIEVANCE - ARBITRATION

1. GRIEVANCE PROCEDURE

A. Employee Grievances

Any employee, who is allegedly grieved by a difference that has arisen concerning the meaning and application of any provision of this agreement, may file a grievance, and the parties hereto shall make an earnest effort to resolve the same by the following procedures. The matter will be taken up with the Executive Board of the Local and if in the judgment of the Executive Board, the nature of the grievance justifies further action, the Executive Board, through the President or his designee shall move the grievance to the next step. Union representation shall be present at all steps in this procedure

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

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

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

B. EXECUTIVE GRIEVANCES

The president of the local or executive board may file a grievance if the executive board or the president of the union believes that a member of the local, or the best interest of the local, shall be compromised due to a difference that has arisen concerning the meaning and

1 application of any provision of this Agreement. The parties hereto shall make an earnest
2 effort to resolve the same by the following procedures.

3
4 Step 1 The president of the local or his designee, shall present the grievance in writing to
5 the Chief of the Department or his designee, within thirty (30) working days of when the
6 executive board was made aware of such occurrence. If the grievance is not resolved by
7 the Chief of the department or his designee within ten (10) days of his/her receipt thereof;

8
9 Step 2 The matter will be presented to the Board of Directors for resolution. If the matter
10 is presented to the Board of Directors of the District, the Board shall have thirty (30) days
11 after its receipt to act and decide upon it. If the union is not satisfied with the disposition of
12 the grievance at this point, than the matter shall be referred to arbitration.

13
14 **2. ARBITRATION**

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

28
29 **3. SEVERABILITY**

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

33

1 **4. PRIOR AGREEMENTS**

2 This agreement supersedes any and all prior agreements written or oral unless specifically
3 referenced herein.

4 **5. DURATION OF AGREEMENT**

5 The terms of this agreement shall be for three (3) years commencing January 10th, 2013
6 through January 9, 2016. In the event a new contract is not executed prior to the expiration
7 of this Agreement, this agreement and all of its terms and conditions will remain in full
8 force and effect until a new agreement is executed.

9
10 **IN WITNESS WHEREOF**, the District and the Union have caused this Collective Bargaining Agreement to be executed
11 by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

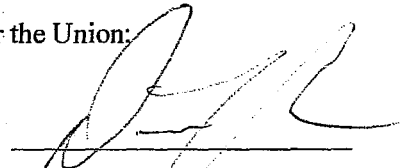
12
13 For the District;

14 

15 _____
16 Coventry Fire District
17 Gary Cote, President

18
19 Date: 1/29/13

20 For the Union:

21 

22 _____
23 David J. Gorman, President
24 IAFF, Local 3372

25 Date: 1/29/2013

26 **EXHIBIT - A Attached**

27 **Medical Insurance minimum specifications**

28 **Exhibit B- Attached**

Dental Insurance minimum specifications