

# AGREEMENT

Between the

CUMBERLAND FIRE DISTRICT  
CUMBERLAND, RI



AND



CUMBERLAND  
PROFESSIONAL FIREFIGHTERS  
LOCAL 2722

INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, AFL-CIO

**July 1, 2015 to June 30, 2016**

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1 **ARTICLE 1 – AGREEMENT**

2  
3 Pursuant to the provisions of Title 28, Chapter 9.1 of the General Laws of the State of Rhode  
4 Island, 1956 as amended, entitled, “Firefighters I Arbitration Act” to provide for the settlement of disputes  
5 concerning wages or rates of pay or other terms and conditions of employment of fire departments, this  
6 agreement is made and entered into the 2nd day of June , 2015 A.D. by and between the Cumberland Fire  
7 District, (hereinafter called “The District”) and Cumberland Professional Firefighters Local 2722  
8 (hereinafter called “The Union”) or its successor.  
9

10 **ARTICLE 2 – RECOGNITION**

11  
12 **Section 1:**

13 The Cumberland Fire District recognizes Cumberland Firefighters Local 2722 International  
14 Association of Firefighters, AFL-CIO, as the sole and exclusive representative and bargaining agent for all  
15 fulltime uniformed Firefighters of the Cumberland Fire District, excepting only the Chief of the  
16 Department, for the purpose of collective bargaining relative to wages, salaries, pension, hours and  
17 working conditions.  
18

19 **Section 2:**

20 The District and Union agree that due the merger in November 2014, the position of Assistant  
21 Chief was created. Furthermore, it is agreed that the Assistant Chief is not part of the bargaining unit and  
22 upon the existing Assistant Chief’s separation of service, this position will either be eliminated or  
23 negotiated with the Union and a member of the current bargaining unit will be promoted to the position  
24 of Assistant Chief.  
25

26 **Section 3:**

27 The District further agrees not to discharge or discriminate in any way against employees for union  
28 membership or activities. It is agreed by the parties that all paid full time firefighters after the effective  
29 date of this contract and after a probation period shall be encouraged to become a member of the union  
30 and maintain their membership in the union and any new firefighters will be made aware of the clause in  
31 this contract and of Rhode Island General Law 21-9.1.5.  
32

33 **ARTICLE 3 – UNION SECURITY**

34  
35 **Section 1:**

36 The District agrees not to discharge or discriminate in any way against employees for union  
37 membership or lawful union activities. All members within the bargaining unit shall and all full time  
38 employees hired into the bargaining unit shall, upon completion of their probationary period, become  
39 and remain members of Local 2722 in good standing as a condition of employment. The District shall  
40 deduct union dues and assessments in accordance with the standard payroll deduction forms as provided  
41 to the District by the Union. Any new employee, hired during the life of this agreement shall not be  
42 required to become a member of the union, but shall be required to pay to the union an amount of money  
43 equal to that paid by members of the union, which amount shall be limited to a sum equal to a members  
44 usual and regular dues, initiation fees and general uniform assessments.  
45

46 **ARTICLE 4 – LEGAL ASSISTANCE AND INDEMNIFICATION**

47  
48 The District shall provide, at its expense, all legal fees and cost for the defense of a member for  
49 actions arising out of their employment for the district. The district shall indemnify any member for any  
50 award against them for any settlement on behalf of the member, providing it is determined by a court of  
51 competent jurisdiction that the employee as acting within the scope of their authority, under cover of law  
52 and/or under the guidelines listed within the district’s Standard Operating Guidelines (SOG) and or  
53 Standard Operating Procedures (SOP) and rules and regulations.  
54

55 **ARTICLE 5 – MANAGEMENT RIGHTS**

56  
57 Except as expressly limited by the terms of this agreement, and the duly established past practices  
58 between the parties, the district retains all rights and powers held by it previous to the certification of  
59 the local as bargaining agent, including, but not limited to, the right to fix and determine the districts  
60 operation budget and capital expenditures, to establish rules and regulations, to determine the physical  
61 location of the firehouse(s), to determine staffing levels and assignments of individual firefighters, to hire,  
62 evaluate, assign, transfer, promote, demote, suspend, discharge or discipline firefighters, to schedule  
63 work and in general to determine how, when, where and by whom the duties of firefighters, as  
64 determined by the district shall be performed.  
65

66 **ARTICLE 6 – SENIORITY**

67  
68 **Section 1:**

69 A member’s seniority shall be determined by the length of his continuous service as a fulltime  
70 paid firefighter on the payroll of the district. In the event that more than one (1) firefighter would  
71 otherwise have the same seniority, the firefighter who scored highest on the district’s entrance  
72 examination shall be deemed senior.  
73

74 **Section 2:**

75 At the end of a twelve (12) month probationary period and upon his/her appointment as a  
76 firefighter, seniority shall be retroactive to the date of hire at which time he is eligible to join the union.  
77 Accurate and up to date seniority lists shall be posted in each station prior to June 1<sup>st</sup> of each year.  
78

79 **Section 3:**

80 Any member who terminates his employment and is reemployed by the district shall be placed at  
81 the bottom of the seniority list.  
82

83 **ARTICLE 7 - TEMPORARY SERVICE OUT OF RANK**

84  
85 **Section 1:**

86 Members of the Cumberland Fire District, up to and including the rank of Deputy Chief, who are  
87 ordered to assume the responsibility of a higher rank, shall be compensated for this service including  
88 holiday pay if the member must work out of rank on a holiday.  
89

90 **Section 2:**

91 Members with 5 years of full-time experience with the approval of the Chief or his/her designee  
92 may serve in an acting officer capacity when the regular shift officer is out. Acting officers shall be decided

93 by seniority on the shift. If the senior member declines acting officer, the least senior member shall be  
94 ordered to be acting officer if qualified.

95  
96 **Section 3:**

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

100  
101 **ARTICLE 8 - PROMOTIONAL VACANCIES**

102  
103 **Section 1:**

104 When an officer's position is vacated, the District agrees to appoint an acting officer, with  
105 differential pay at the appropriate rate, within two (2) weeks of the vacancy. The appointment  
106 shall be made from the appropriate promotional list using the #1 ranked member on the list as  
107 specified in Article 9. If there is not a current promotional list in effect, the appointment will be  
108 made from the most previous appropriate list using the most senior member that took that  
109 promotional exam. That member shall be assigned to the acting officer's position until a new  
110 promotional list is established.

111  
112 **Section 2:**

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

115  
116 **Section 3:**

117 Only Lieutenants shall be eligible for the rank of Captain.

118  
119 **Section 4:**

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

122  
123 **ARTICLE 9 - PROMOTIONAL PROCEDURE**

124  
125 **Section 1:**

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

- 130 1. Examination notice will be posted at all stations of the CFD on the same day, along  
131 with a job description and a reference list for study.
- 132 2. One copy of source material on each reference list shall be provided in each  
133 station for the use of employees preparing to take such examinations. Study  
134 materials are not allowed to be removed from the station. Any changes to the  
135 study materials for an upcoming promotional exam (including edition changes)  
136 will be made and posted a minimum of one hundred twenty days (120) prior to  
137 the date of examination. For the purposes of this article, 'current edition' shall be



- 138 the edition existing as examination material one hundred twenty (120) days prior  
139 to the exam date.
- 140 3. Examination materials for the Lieutenant's exam shall be: IFSTA Essentials of  
141 Firefighting (current edition) and IFSTA Company Officer (current edition).
  - 142 4. Examination materials for the Captain's exam shall be the Lieutenant's  
143 examination material and ICMA 'Effective Supervisory Practices' (current edition).
  - 144 5. The Deputy Chiefs' examination materials will be the Lieutenant's examination  
145 materials, the Captain's examination materials, and John Norman's 'The Fire  
146 Officer's Handbook of Tactics' (current edition).
- 147

148 **Section 2:**

149 Candidates must notify the Chief, in writing that they will take the exam within fifteen  
150 (15) days of posting. Examinations will be given no less than ninety (90) days after the posting  
151 date. Candidates who fail to appear for the exam will not be allowed to retest or make up the  
152 exam.

- 153 1. Eligibility: As specified in Article 8
  - 154 a. Lieutenants with a minimum of ten (10) years full time continuous  
155 employment for the CFD at the time of the test and Captains shall be  
156 eligible for the Deputy Chiefs position.
  - 157 b. Lieutenants shall be eligible for Captains position.
  - 158 c. Full time firefighters with five (5) years full time continuous employment  
159 on the date of the test as a firefighter for the CFD shall be eligible for the  
160 Lieutenants position.
  - 161 d. The union and the district recognize that as a result of the merger of the  
162 four previously existing fire districts in the Town of Cumberland into the  
163 CFD, the eligibility requirements will include members whose continuous  
164 employment may include those former districts up until June 30th, 2025.  
165 Further, the union and the district agree that eligibility is limited to full-  
166 time career members of the department, and continuous employ of the  
167 district or former districts length of service shall be determined by full-time  
168 career employment only.

169 **Section 3:**

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

174

175 **Section 4:**

- 176 A final score will be calculated by adding the following points to the candidates test score:
- 177 a. Seniority points: Seniority points shall consist of one (1) point for each  
178 completed year of full time service with the CFD or one of the former Fire  
179 Districts that were merged into the CFD. (See section 1-d. of this article)
  - 180 b. Education points:
    - 181 I. Associates' degree: 2 point
    - 182 II. Bachelors' degree: 3 points

183 III. Master's degree: 4 points

184  
185 For multiple degrees, points shall be given for highest degree only. For the  
186 purposes of this paragraph, the eligible credits or degrees shall be in Fire Science,  
187 Emergency Management, or Public Administration curriculum programs and shall  
188 be from an accredited institution and provable.

189  
190 c. NFPA certifications successfully completed with an accredited academy or  
191 agency and provable: .25 points each. The maximum number of points  
192 allowed under this paragraph shall be two (2) points.

193 **Section 5:**

194 A final eligibility list in order of finish, ranked by final score, shall be established and  
195 posted, within 14 days of completion of the process. In the case of a tie after all points have been  
196 awarded, ranking will be by seniority. All rankings are final and there shall be no appeal process,  
197 except for computational error (see paragraph 10). Notifications of final test results will be sent  
198 to the union president.

199  
200 All tests shall fall under the following guidelines:

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

213 **Section 6:**

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

217  
218 **Section 7:**

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

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**Section 8:**

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

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

**Section 9:**

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

**ARTICLE 10 – DUTIES**

**Section 1:**

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

268 **ARTICLE 11 – RULES AND REGULATIONS**

269  
270 **Section 1:**

271 The rules and regulations promulgated and revised from time to time by the district shall  
272 be available in writing for examination by members.  
273

274 **ARTICLE 12 – WORK SCHEDULE**

275  
276 **Section 1:**

277 The work schedule for the members shall be a platoon system consisting of four (4)  
278 platoons, 1 through 4. The work schedule shall consist of one (1) twenty four (24) hour shift,  
279 07:00 to 07:00, one (1) twenty four (24) hour day off, one (1) twenty four (24) hour shift, 07:00  
280 to 07:00, followed by five (5) consecutive twenty four (24) hour days off. The average work  
281 schedule shall consist of a forty-two (42) hour workweek.  
282

283 **Section 2:**

284 Deputy Chiefs shall be scheduled on duty for days consisting of four (4) ten (10) hour day  
285 shifts with said shifts scheduled Monday through Friday from 07:00 to 17:00 hours for a forty  
286 (40) hour workweek. A member assigned to this schedule shall have the option of which day  
287 during the week he/she will not work, including holidays listed in Article 33. The Deputy Chiefs  
288 shall notify the Chief of the Department of the following week's schedule seven (7) days in  
289 advance.  
290

291 **ARTICLE 13 – BID SYSTEM**

292  
293 **Section 1:**

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

- 297 1. A vacancy occurs  
298 2. Additional firefighter / EMT positions are added to the district  
299 3. An existing position becomes vacated or available for whatever reason.  
300

301 **Section 2:**

302 **SENIORITY FOR BIDDING:** Seniority for all bidding positions will be from the date of  
303 appointment to the current Cumberland Fire District or one of the former six (6) fire districts of  
304 Cumberland. (Ashton, Valley Falls, Berkeley, Cumberland, Cumberland Hill or North Cumberland)  
305 In all instances, in the event that more than one employee is appointed on the same date, the  
306 employee appearing the highest order on the eligibility list shall be senior.  
307

308 **Section 3:**

309 **INITIAL BID:** On or about September 15, 2015, the executive board of local 2722 shall  
310 convene an initial bid. All members within each rank under Deputy Chief will participate in the  
311 bid. The bidding order will be by rank and seniority. All positions will be considered vacated at

312 the opening of the initial bid process. Captains shall bid first (each company/house shall have a  
313 Captain. Each platoon shall have a Captain. The first Captain will choose from one of the four (4)  
314 station/houses and one of the four (4) platoons. Each successive Captain shall then have a choice  
315 of the remaining station/house and platoon combinations that do not have a Captain assigned  
316 until each station/house and each platoon has a Captain assigned.) Lieutenants shall bid next  
317 (each remaining platoon on each company not filled with a Captain will be filled by a Lieutenant  
318 as company officer until all remaining platoon company officer positions are filled) and  
319 firefighters shall bid next (two (2) firefighters on each company on each platoon)

320

321 **Section 4:**

322 **PROBATIONARY EMPLOYEES EXEMPT:** Probationary employees shall be exempt from  
323 the bid process and may be temporarily assigned to a shift, platoon, or position until the  
324 employee has completed probation. The Chief of the department shall have the authority to  
325 transfer probationary firefighters, as he deems necessary for training and evaluation. If a  
326 probationary employee is assigned to a platoon, shift, or position, that does not preclude a more  
327 senior member from bidding to that position, thus forcing the probationary member out of said  
328 position. Once the employee has completed probation, the chief shall notify the union of such,  
329 and the union shall convene a bid session to fill any new or vacant positions.

330

331 **Section 5:**

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

338

339 **Section 6:**

340 **ANNUAL LIMITED BID:** In addition to the vacancy bid, an annual limited bid shall be held  
341 during the first week of December of each year for voluntary bidding. These transfers will be  
342 completed by January 15th. Within five (5) days of the annual bid, Local 2722 shall notify the  
343 Chief of the outcome of said bid. When movement or transfer is voluntary and not a "forced  
344 transfer" as a result of a promotion, staffing increase, or new assignment, the district will not be  
345 required to pay overtime. In the event a member is forced to transfer, the district will provide for  
346 a minimum of 4 days off for said members affected. The local agrees that for the first year of the  
347 contract the "Annual Limited Bid" will be skipped and resume in December 2016.

348

349

**ARTICLE 14 – SUBSTITUTIONS**

350

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

355

356

357 **ARTICLE 15 - SPECIAL DETAILS**

358  
359 **Section 1:**

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

363  
364 **Section 2:**

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

367  
368 **Section 3:**

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

374  
375 **Section 4:**

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

380  
381 **ARTICLE 16 - COURT TIME**

382  
383 All employees covered by this Agreement, who are required to make a court  
384 appearance or court attendance in relation to the District affairs and which court appearance or  
385 attendance is required as duty of the employee as a member of the Cumberland Fire District,  
386 shall be entitled to receive their normal compensation if said appearance is on the employee's  
387 regularly scheduled shift, and to receive additional compensation at the rate of time and one-  
388 half (1 ½) for all the time spent on such court appearance, if not on said employee's regularly  
389 scheduled shift, with a minimum of four (4) hours for said appearance in the latter instance. All  
390 court attendance and witness fees shall be paid into the general fund of The District.

391  
392 **ARTICLE 17 - TRAINING SCHOOLS AND SEMINARS**

393  
394 Any department personnel who are required by the Chief of the Department to  
395 attend a Training School or Seminar on his off duty time shall be compensated at the rate of time  
396 and one-half (1 ½) for a minimum of four (4) hours. Notice of training schools and seminars  
397 received by The District shall be posted within twenty-four (24) hours after receipt.

## **ARTICLE 18 - PROTECTIVE GEAR**

### **Section 1:**

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

1. Personal protective clothing in compliance with NFPA standards for structural firefighting and manufacturer's instructions
2. SCBA Air Pack Mask with prescription eyeglass kit if required.
3. Leather firefighting Boots in compliance with applicable NFPA standards for structural firefighting and manufacturer's instructions
4. Fire Helmet
5. Face Shield and Goggles
6. Firefighting and extrication gloves
7. Portable handheld radio and battery
8. Personal Flashlight and battery (charger to be supplied at each station)

### **Section 2:**

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

## **ARTICLE 19 - UNIFORM ALLOWANCE**

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

## **ARTICLE 20 - PERSONNEL FILES**

Members shall have reasonable access to their own personnel files.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

### **Section 1:**

Alleged grievances of the members of the Fire Department or the Union executive board with respect to wages, rates of pay or other terms and conditions of employment arising under this agreement or in connection with the interpretation thereof shall be handled in accordance with the following grievance procedure:

### **Section 2:**

Any individual having a grievance shall present his/her grievance to his/her immediate superior, either personally or through his/her Union Steward within ten (15) calendar days of the subject incident. Every effort shall be made to resolve grievances on this level before resorting

445 to formal procedures. A grievance remaining after foregoing procedure shall be referred to the  
446 Officer in Charge or Deputy Chief, who shall make a serious and sincere attempt to settle the  
447 complaint within ten (10) calendar days.

448

449 **Section 3:**

450 If the Union Executive Board has a grievance, it shall present it's grievance in writing  
451 directly to the Chief of the Department. Every effort shall be made to resolve said grievance on  
452 this level before resorting to formal procedures.

453

454 **Section 4:**

455 If the proceeding procedure fails to resolve the grievance, the individual shall, in writing,  
456 through their Steward, deliver it to the executive board of Local 2722. Said executive board shall,  
457 within five (5) calendar days of the receipt of said grievance, arrange for the individual to present  
458 his/her alleged grievance at a meeting of the majority of the executive board. It shall be the  
459 responsibility of the executive board to determine the justification of the complaint. If in the  
460 judgment of the executive board, the nature of the grievance justifies further action, it shall,  
461 through the President, Vice President, or the President's appointee of Local 2722 carry the  
462 grievance to the Chief of the Fire Department.

463

464 **Section 5:**

465 The Chief of the Fire Department shall meet with the President or Vice President of the  
466 Local, or the President's appointee, within ten (10) calendar days of the receipt of request from  
467 said officer of the Local. Within ten (10) calendar days (unless otherwise agreed upon) of the first  
468 meeting between the Chief of the Fire Department and the President or Vice President of the  
469 Local, the Chief shall render his/her decision in writing, a copy of same to be delivered to the  
470 President of Local 2722.

471

472 **Section 6:**

473 If agreement cannot be reached via this method, then the President and Executive Board  
474 of Cumberland Local 2722 may request through the Chief of the Department, a hearing  
475 before the board of Commissioners for final disposition of the grievance. Said hearing is to  
476 begin within ten (10) calendar days of the request (or longer by agreement); and the Chairman  
477 of the Fire Commissioners shall give an answer, in writing, within five (5) calendar days of the  
478 grievance being heard, or longer as agreed, or the Union may proceed to the next step in the  
479 grievance process.

480

481 **Section 7:**

482 If an agreement cannot be reached via this method, then the President, Vice President  
483 and Executive Board of the Local may file for arbitration in accordance with the Arbitration Rules  
484 of the American Arbitration Association. The decision made by the arbitrator shall be final and  
485 binding upon the grievant, the Union and the District, and the fees shall be borne equally by the  
486 parties.

487

488



489 **ARTICLE 22 – ARBITRATION**

490  
491 **Section 1:**

492 If agreement cannot be reached via the procedure set forth in the Article 21 on any  
493 grievance, the grievance may be referred to arbitration. Either party will give written notice. The  
494 parties shall endeavor to select an impartial arbitrator by mutual agreement; but in the absence  
495 of such agreement within seven (7) calendar days after receipt of such notice, the matter shall  
496 be referred to the American Arbitration Association for selection of an arbitrator and arbitration  
497 proceedings in accordance with its Voluntary Labor Arbitration Rules. The fees and expenses of  
498 the impartial arbitrator shall be born equally by both parties.  
499

500 **ARTICLE 23 –SAFETY**

501  
502 **Section 1:**

503 It is in the interests of both parties to this agreement that the equipment used and  
504 practices followed in the discharge of duties of the Firefighters conform to the N.F.P.A. 1500 or  
505 other applicable standard of safety.  
506

507 The Chief or his designee shall create a NFPA 1500 - compliant Health and Safety  
508 committee (H & S comm.) The H & S committee will serve as an advisory group to the Chief of  
509 the department.  
510

511 The Chief of the department shall be advised of any unsafe equipment or practices  
512 promptly. Unsafe equipment or practices reported and not corrected shall be grieved in  
513 accordance with the provisions of ARTICLE 21 contained herein.  
514

515 **ARTICLE 24 - MINIMUM MANPOWER**

516  
517 **Section 1:**

518 There shall be a minimum of twelve (12) firefighters scheduled, on duty, and able to  
519 respond on four (4) in service apparatus at all times.  
520

521 **Section 2:**

522 There will be a minimum of three (3) firefighters per apparatus on duty at all times. This  
523 does not prevent the Company Officer from detailing one (1) member to another piece of  
524 apparatus for a special call (example: brush fire with brush truck) special detail or other  
525 department related/sanctioned activity.  
526

527 **Section 3:**

528 At no time will there be more than one (1) probationary firefighter assigned to an  
529 individual apparatus at one time.  
530  
531

532 **Section 4:**

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

536

537 **Section 5:**

538 There shall be one captain and three lieutenants (company officers), and eight firefighters  
539 assigned to each platoon. There shall be four companies (engine or ladder) manned at all times.  
540 There shall be a minimum of one company officer or acting officer and two firefighters on duty  
541 for each of the four companies (engines or ladders) at all times. The following is the table of  
542 organization per platoon. (Physical locations of the companies is at the discretion of the district  
543 and companies are noted and locations may be changed without altering the intent of this  
544 section.):

545

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

550

551 **ARTICLE 25 - LIFE INSURANCE**

552

553 The Union shall be responsible for providing life insurance for all active members. The  
554 District will pay to the Local one hundred fifty (\$150.00) Dollars per member payable on August  
555 1st of each year after invoicing in lieu of providing life insurance.

556

557 **ARTICLE 26 - TUITION REIMBURSEMENT**

558

559 **Section 1:**

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

563

- 564 1. Fire Science
- 565 2. Emergency Management
- 566 3. Public Administration
- 567 4. Other degree approved by the district.

568

569 **Section 2:**

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

573

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

576

577 **Section 3:**  
578 Members shall show proof of a passing grade and proof of payment in order to be  
579 reimbursed for expenses.  
580

581 **Section 4:**  
582 Incentive Pay for members holding a Bachelor's or Associate's degree will be paid in a  
583 separate check in the 1st pay period of August.  
584

585 **Section 5:**  
586 Members who possess a Bachelor's Degree in Fire Science shall receive an annual  
587 incentive payment of \$1,000.00. Upon meeting the graduation requirements of a Bachelor's  
588 degree the member agrees to continue employment with the fire district for three (3) years.  
589 Failure to do so will result in the member reimbursing the district for all costs borne by the district  
590 associated in obtaining the Bachelor's Degree.  
591

592 **Section 6:**  
593 Members who possess an Associate's Degree in Fire Science shall receive an annual  
594 incentive payment of \$500.00. Upon graduation with an Associate's degree program sufficient to  
595 graduate the member agrees to continue employment with the fire district for two (2) years.  
596 Failure to do so will result in the member reimbursing the District for all costs borne by the District  
597 associated in obtaining the Associate's Degree.  
598

599 **Section 7:**  
600 Members separating employment with the district that have at least twenty (20) years of  
601 service, will not be required to reimburse the district.  
602

603 **Section 8:**  
604 Upon reimbursement by the district, the member will also receive a statement  
605 summarizing costs borne by the district to date for the individual.  
606

## 607 **ARTICLE 27 – PAYROLL**

608  
609 The pay period shall be Sunday through Saturday. The Cumberland Fire District agrees  
610 that the weekly paychecks shall be available on the following Thursday at 12:00PM.  
611

## 612 **ARTICLE 28 – OFF DUTY RESPONSES**

613  
614 **Section 1:**  
615 Any bargaining unit members who, when requested by the district, responds "off-duty"  
616 in any capacity to any emergency call of the District shall be deemed "on-duty" for the purposes  
617 of rights and benefits under this Agreement. Request notification by the district shall include:  
618

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

622 4. Other means

623

624 **Section 2:**

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

630

631 **Section 3:**

632 For Calls related to:

633

634 1. Drivers for the Rescue

635 2. Air Supply Requests

636 3. Dive team response

637 4. Foam task force response

638 5. Other specific needs as determined by the district

639

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

655

656 **Section 4:**

657 Should the ranking officer on duty, the IC of an incident, or a chief officer of the  
658 department, determine more personnel are required, or by automatic circumstance as provided  
659 for by department SOG or dispatch policy, to mitigate an incident or insure public safety in the  
660 district; a general recall shall be initiated. The dispatcher shall be requested to activate the radio  
661 system pager tone for all-station manpower request so as to get as many off duty members as  
662 possible called in. Members responding to the request for manpower shall report to a location  
663 as requested, or where required by a schedule agreed to by the local and the district.  
664 Compensation for members responding shall be at each member's hourly overtime rate, with a  
665 four hour minimum. Members shall be on-duty until dismissed by the ranking officer; such

666 dismissal shall not be unreasonably denied following mitigation of the incident or at special  
667 request of the member due to circumstances.

668

669

## **ARTICLE 29 - EMERGENCY CALLBACK**

670

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

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

682

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

688

689

## **ARTICLE 30 - VACATION TIME**

690

### **Section 1:**

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

694

695 Years 01 to 04 096 Hours

696

697 Years 05 to 09 144 Hours

698

699 Years 10 to 14 192 Hours

700

701 Years 15 to 19 240 Hours

702

703 Years 20 to 24 264 Hours

704

705 Years 25 and over 288 Hours

706

### **Section 2:**

708 Anniversary dates will be used to determine number of vacation days allowed. Any  
709 member of the Collective Bargaining Agreement shall be allowed to bank forty-eight (48) hours  
710 of vacation leave per year up to a maximum of one hundred ninety-two hours (192). This vacation

711 may be taken in subsequent years, will not be unreasonably denied, and will be paid for upon  
712 retirement. All members on a daytime schedule shall fall under the above schedule.

713  
714 **Section 3:**  
715 Payment for unused vacation and personal time upon separation from employment shall  
716 be compensated at one hundred percent (100%) of the unused vacation and personal time.  
717 Payment shall be determined by the number of vacation hours accrued. This number shall then  
718 be multiplied by the member's hourly rate.

719  
720 **Section 4:**  
721 All requests for vacation must be made in writing and will have to be made Forty-Eight  
722 (48) hours prior to the start of the shift for which the vacation time is requested. All  
723 requests made under these guidelines shall be granted, except in the case of declared periods  
724 of emergency or the District's having exhausted all other methods of providing coverage for  
725 said vacation requests.

## 726 ARTICLE 31 –SICK LEAVE

727  
728  
729 **Section 1:**  
730 On July 1 of each year, every firefighter who has at least one (1) year's seniority as of that  
731 date will be credited one hundred thirty two (132) sick leave hours to use in the event of a bona  
732 fide injury or illness. For the purposes of hire's appointed after July 1, once their probation is  
733 completed the district agrees to pro-rate their sick time.

734  
735 **Section 2:**  
736 Payment for unused sick hours upon retirement shall be forty percent (40%) of all unused  
737 sick leave with a cap of six hundred (600) hours paid out.

738  
739 **Section 3:**  
740 Sick leave to be used in the event of a bona-fide illness or off duty injury. Sick leave may  
741 also be used for attendance upon members of the family whose bona-fide illness requires the  
742 care of such employee for a period not to exceed twenty-four (24) hours each occurrence. A  
743 certificate of illness signed by a physician shall be required when more than one (1) consecutive  
744 shift is taken for the attendance upon a member of the family. Members shall be charged for  
745 hours used.

746  
747 **Section 4:**  
748 Sick leave not used during the year may be accumulated from year to year to a maximum  
749 of one thousand four hundred forty (1440) hours.

750  
751 **Section 5:**  
752 An examination and certificate of illness or injury, signed by a physician may be required  
753 by the Board of Fire Commissioners or Fire Chief in excess of forty-eight (48) hours of consecutive  
754 sick leave.

755

756 **Section 6:**  
757 All firefighters will be paid for holidays whether they work on the holiday or not.  
758

759 **Section 7:**  
760 Sick leave is to be used solely for the benefit of the member and may not be transferred  
761 or used for any reason by any other member covered by this agreement.  
762

763 **Section 8:**  
764 In excess of forty-eight consecutive hours of sick leave related to an off duty injury or  
765 illness, a certificate stating that the member has been released from care and may return to work  
766 shall be signed by a physician and forwarded to the Chief or his designee before the member may  
767 return to work.  
768

769 **Section 9:**  
770 If a member is calling out sick for their tour of duty, the entire tour shall be taken with  
771 sick time and cannot be split between tours. The exception shall be a member using a four (4)  
772 hour block of sick time for a doctor's appointment.  
773

774 **Section 10:**  
775 Members calling out family sick are not required to use sick time for the entire twenty-  
776 four (24) hours of their shift. Members may elect to take family sick time for the Day or Night  
777 tour of their twenty-four (24) hour shift, however any time taken must be a minimum of four (4)  
778 hours. The exception shall be a member using a four (4) hour block of sick time for a doctor's  
779 appointment.  
780

781 **Section 11:**  
782 A member covered under this agreement with more than 1008 (one thousand eight)  
783 hours of sick time accrued as of December 1st each year will be eligible to convert those hours  
784 to a cash payout, with a maximum of 48 (forty eight) hours convertible to cash. This payout will  
785 be made during the second pay period in December at the member's hourly rate as of December  
786 1st of that year.  
787

## **ARTICLE 32 - BEREAVEMENT LEAVE**

788  
789  
790 When a death occurs in the immediate family of a firefighter, such employee shall be paid  
791 at his current rate for time necessarily lost from his normal schedule workweek in accordance  
792 with the following: In case of the death of a father, mother, stepfather, stepmother, wife, child,  
793 step-child, brother, sister of an employee, such employee shall be entitled to a leave of absence  
794 with pay from the time of the notification of the death to and including the day following the  
795 burial of the deceased, not to exceed four (4) days for members on the administrative schedule  
796 and forty-eight (48) hours for members on the platoon schedule.  
797 In case of the death of a mother-in-law, father-in-law, grandmother, grandfather, grandchild,  
798 aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, such employee shall be  
799 entitled to a leave of absence with pay from the time of the notification of the death to and

800 including the day of burial not to exceed two (2) days for members on the administrative schedule  
801 and thirty-eight (38) hours for members on the platoon schedule.  
802 Days may be held through agreement with the Chief, if the service is to be held at a later date.  
803

804 Sick time may be used for any additional bereavement time as needed.  
805  
806

## 807 **ARTICLE 33 – PAID HOLIDAYS**

### 808 **Section 1:**

809 These holidays shall be paid holidays for all members covered by this Agreement. Each  
810 member shall receive an additional one (1) day's pay for each holiday covered whether the  
811 member works on that particular holiday or not.  
812

813 **Section 2:** Any firefighter who calls out sick on a holiday will not receive the holiday pay and will  
814 receive the sick pay only.  
815

### 816 **Section 3:**

817 For purposes of Holiday pay computation a "day's pay" shall equal one-fourth (1/4) of the  
818 member's weekly base pay.  
819

### 820 **Section 4:**

821 Members on an administrative schedule shall be granted the day off for all actual holidays  
822 or observed days covered under this agreement in addition to the provisions of this article.  
823

### 824 **Section 5:**

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

826 New Year's Day	Martin Luther King Day
827 President's Day	Easter Day
828 Memorial Day	Independence Day
829 Victory Day	Labor Day
830 Columbus Day	Veteran's Day
831 Thanksgiving Day	Christmas Day

## 832 **ARTICLE 34 - PERSONAL TIME**

### 833 **Section 1:**

834 All members covered by this Agreement shall be entitled to thirty four hours (34) for  
835 personal use to be noncumulative. The member shall give at least twelve hours' notice of their  
836 request.  
837

838  
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841



## ARTICLE 35 - WAGES

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### **Section 1:**

The following wages are to be paid weekly.                      Effective 07/01/2015:

Rank	BASE*
Deputy Chief	\$1172.07
Captain	\$1129.65
Lieutenant	\$1091.72
Firefighter	\$1009.73

\*See Article 38 for EMT Incentive

### **Section 2:**

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

### **Section 3:**

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

## ARTICLE 36 - PENSION PLAN

### **Section 1:**

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

### **Section 2: Specific to members of the former Valley Falls Fire District [VFFD]**

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

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

887 **ARTICLE 37 – LONGEVITY**

888  
889 **Section 1:**

890 All firefighters shall be entitled to the following longevity payments in addition to their  
891 regular salary:

892	Years	05 to 09	3.5%
893	Years	10 to 14	4.5%
894	Years	15 and up	5.5%

895  
896 **Section 2:**

897 Payments will be made on the firefighter’s anniversary and be computed in their hourly  
898 rate.

899  
900 **ARTICLE 38 - EMT INCENTIVE PAYMENTS**

901  
902 In additions to their weekly salary, all personnel shall be paid the following for maintaining  
903 Emergency Medical Technician Certificate, EMT-B shall receive \$1,300 per year and EMT-C shall  
904 receive \$2,000 per year, which shall be paid to the members in their weekly paychecks

905  
906 **ARTICLE 39 –OVERTIME**

907  
908 **Section 1:**

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

911  
912 **Section 2:**

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

915  
916 **Section 3:**

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

919  
920 **Section 4:**

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

925  
926 **Section 5:**

927 All overtime shall first be offered to the available full time Union members. Available full  
928 time Union members shall not include firefighters on vacation, out on sick time, personal time,  
929 or firefighters already scheduled to work the shift. Members participating in union duties as  
930 stipulated shall be bypassed for overtime while performing these duties. Management agrees to  
931 use a fair and equitable system to attempt to distribute overtime (rotating callback). There shall

932 be two (2) (one Detail and one Regular) overtime list established which will designate the number  
933 of overtime hours worked. When overtime is needed, the member who is qualified to fill that  
934 shift with the least amount of overtime hours worked shall be asked first. If a member passes an  
935 overtime opportunity, the number of hours passed will be listed and will count towards the  
936 members total overtime hours worked.

937  
938 **Section 6:**  
939 The hourly rate of pay for overtime shall be computed by adding the member's weekly  
940 base rate, annual EMT rate divided by 52, and annual longevity amount divided by 52. This sum  
941 shall then be divided by 42 for line members assigned to a 24 hour shift schedule, or 40 for  
942 administrative members assigned to a 40 hour per week schedule. The resultant shall be  
943 multiplied by 1.5 to determine the rate.

944  
945 **Section 7:**  
946 Members of the honor guard shall be allowed a "bypass" if attending a department event.

947  
948 **Section 8:**  
949 The District shall supply the Local with an hours summary report showing the hours  
950 worked by each employee for the preceding week. This report will be due to the Local on the  
951 same day as paychecks.

952  
953 **ARTICLE 40 - HEALTH INSURANCE**

954  
955 **Section 1:**  
956 The District agrees to assume the full cost of family coverage Vantage Blue \$2000/\$4000  
957 by Blue Cross/Blue Shield of Rhode Island. RX \$3/12/35/60/100.

958  
959 **Section 2:**  
960 All regular employees covered by this contract shall be entitled to receive health care  
961 coverage as defined above.

962  
963 **Section 3:**  
964 The District agrees to pay the full cost of said deductibles (up to \$4,000 family or \$2,000  
965 individual) to a prepaid credit/debit card that shall be administered by a third party company or  
966 the Health Care Provider.

967  
968 **Section 4:**  
969 The Life Insurance (death benefit), Disability Insurance and Liability Insurance programs  
970 currently in effect and covering firefighters shall remain in effect for the duration of this  
971 Agreement. The District will provide firefighters with a written summary of insurance coverage  
972 within thirty (30) days of signing this agreement.

973  
974

975 **Section 5:**

976 As of July 1, 2015 each member of the Local receiving health insurance coverage from  
977 the District will contribute thirty (\$30) dollars per week for a family plan and fifteen (\$15) for an  
978 individual plan, which shall be deducted from his/her weekly salary on a pre-tax basis.

979

980 **ARTICLE 41 - DENTAL INSURANCE**

981

982 **Section 1:**

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

988

989 **ARTICLE 42 - HEALTH INSURANCE BENEFIT OPTION**

990

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

994

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

999

1000 **ARTICLE 43 - VISION CARE**

1001

1002 The Union shall be responsible for providing a private vision plan for all members covered  
1003 by this agreement in the active employ of the district. The District shall pay to the Local the sum  
1004 of one hundred dollars (\$100.00), annually, per member, for the purpose of providing this plan.  
1005 The District shall make the payment to the Local for the vision plan on August 1st of each year.

1006

1007 **ARTICLE 44 - HEALTHCARE FOR FAMILY FROM L.O.D.D.**

1008

1009 The District agrees to continue the health care plan benefits and dental plan benefits  
1010 (individual or family) for the widow/widower and/or dependent child/children of the member  
1011 who died in the line of duty. The District shall provide said benefits for the widow/widower until  
1012 age 65 or up until he/she remarries or becomes eligible for a health care plan benefits from  
1013 another employer. The child/children shall be covered in accordance with State and Federal Law  
1014 or they become eligible for health care plan benefits through another employer. The District  
1015 agrees to fully pay for the health care plan benefits and dental plan benefits with no cost to the  
1016 member's family.

1017

1018

1019 **ARTICLE 45 - HEALTHCARE FOR BENEFITS FOR RETIREES WHO ARE PLACED ON**  
1020 **AN OCCUPATIONAL DISABILITY**

1021  
1022 The District agrees to continue the health care plan benefits and dental plan benefits  
1023 (individual or family) for members of the department who are awarded a job related disability  
1024 pension by the Municipal Employees Retirement System of Rhode Island. The District shall  
1025 provide said benefits for the retiree and his/her family until age 65, when the retiree becomes  
1026 eligible for Medicaid. In the event the retiree dies while retired on an occupational disability and  
1027 the death was related to the injury and/or illness of said disability, the district shall provide health  
1028 care and dental benefits as provided for the previous section.

1029  
1030 **ARTICLE 46 – HOLIDAY BONUS**

1031  
1032 Any member of the department who is determined by the Chief to have performed a duty  
1033 over and above the normal duties may be awarded, by the Chief, one additional day off.

1034  
1035 **ARTICLE 47 - TIME OFF WHILE PERFORMING UNION DUTIES**

1036  
1037 **Section 1:**

1038 Union officers, stewards and/or delegates, not to exceed four (4) in number, shall be  
1039 granted time off with pay during working hours for participating in, RISAFF Health and Safety  
1040 conference, District and Local labor contract negotiations, arbitration, and grievance hearings  
1041 and proceedings related to a grievance (once filed), and State Association yearly conventions.  
1042 Four (4) Union officer, steward or designee shall be granted such time off to attend monthly State  
1043 Association meetings.

1044  
1045 **Section 2:**

1046 Union officers and/or stewards, not to exceed two (2) in number, plus the aggrieved, shall  
1047 be granted time off with pay during working hours to investigate and seek settlement of a  
1048 grievance.

1049  
1050 **Section 3:**

1051 Union officers and/or stewards, agree that before they leave their assigned duties to  
1052 conduct any activities, pursuant to this section, they shall receive approval from the Chief of the  
1053 Department or his designee. Such time shall not be unreasonably denied.

1054  
1055 **Section**

**4:**

1056 The Union agrees that it will submit to The District, on an annual basis or whenever any  
1057 changes are made, the names of any employees selected to serve as Officers and/or Stewards.

1058  
1059 **Section 5:**

1060 No More than a total of two hundred (200) cumulative hours in one calendar year will be  
1061 used.

## ARTICLE 48 - LINE-OF-DUTY-ILLNESS

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

### **Section 1:**

Members of the Fire Department, covered by this agreement who are injured in the line of duty, shall receive full salary or wages and benefits while their incapacity exists or until they are placed on a disability retirement by the Municipal Employees Retirement System. All other provisions of RIGL 45-19-1 shall also apply.

### **Section 2:**

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

### **Section 3:**

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

## ARTICLE 49 –MUTUAL AID

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

## ARTICLE 50 - ASSIGNMENT TO OUTSIDE DEPARTMENTS OR AGENCIES

### **Section 1:**

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

1107 **Section 2:**

1108 No disciplinary action or harassment of any kind shall be brought against any member  
1109 who chooses to not work outside of the Cumberland Fire District.

1110  
1111 **Section 3:**

1112 The current practice of providing Mutual Aid during emergency incidents to outside  
1113 districts shall not be affected.

1114  
1115 **Section 4:**

1116 No member shall be detailed or assigned to any other municipal department within the  
1117 Town of Cumberland or any other jurisdiction with the exception of emergency situations as  
1118 determined by the Chief or his designee.

1119  
1120 **ARTICLE 51 - BULLETIN BOARDS**

1121  
1122 Bulletin boards shall be allowed in the station for the posting of Union Notices. The  
1123 District agrees to provide reasonable bulletin board space where notices of official Union matters  
1124 submitted by the Union may be posted, and such matters may not be removed from the bulletin  
1125 board by anyone other than the Union Representatives.

1126  
1127 **ARTICLE 52 - CERTIFICATIONS**

1128  
1129 **Section 1:**  
1130 All firefighters hired after July 1, 2015 are required to be and maintain their EMT-C & CPR  
1131 certifications.

1132  
1133 **Section 2:**  
1134 All current members prior to the signing of this agreement will remain certified at their  
1135 current level. In the event a member is not an EMT prior to the signing of this agreement, they  
1136 will be exempt from the article.

1137  
1138 **ARTICLE 53 - COMPENSATION AT SEPARATION OF EMPLOYMENT**

1139  
1140 All members covered by this agreement, upon their retirement, resignation, death, or layoff, shall  
1141 be compensated in cash at their regular rate of pay for any unused accumulation of vacation,  
1142 personal and sick time at the prescribed rate (as outlined in Article 31) when they are  
1143 permanently separated from the service. In the event of a member's death, this payment shall  
1144 be made to the member's spouse, beneficiary or estate.

1145  
1146 **ARTICLE 54- LAYOFF**

1147  
1148 **Section 1:**  
1149 In event that The District at any time during the term hereof lay off employees covered  
1150 by this agreement, the same shall be done, if not forbidden by law, on the basis of strict seniority,

1151 that is, the last employee hired in the bargaining unit (including probationary employees) shall  
1152 be the first to be laid off and so on until the number required to be laid off has been met.

1153

1154 **Section 2:**

1155 Employees shall be called back from layoff by seniority; the employee with the highest  
1156 seniority shall be called back first.

1157

1158

**ARTICLE 55 - MILITARY LEAVE**

1159

1160 Members covered by this agreement who, by reason of membership in the United States  
1161 Armed Forces and Reserves, or the Rhode Island National Guard, are required by the appropriate  
1162 authorities to participate in training activities or in active duty, shall be granted military leave in  
1163 accordance with applicable state and federal laws. The District shall pay the difference between  
1164 the members' regular salary and the members' military pay for mandatory annual training and  
1165 all active duty in the event that the military pay is less than the members' regular District salary.

1166

1167

**ARTICLE 56 - NEW HIRE**

1168

1169 All new hires shall be placed on a training schedule for a period of not less than four (4)  
1170 weeks. The chief at his discretion after reviewing all records and input from the training officer  
1171 may add additional training time as he sees fit. In certain circumstances the chief after reviewing  
1172 all records and having input from the training officer may reduce the training period to less than  
1173 four (4) weeks.

1174

1175

**ARTICLE 57 - NON-DISCRIMINATION**

1176

1177 **Section 1:**

1178 The District and the Union agree not to discriminate in any way against employees  
1179 covered by this contract on the basis of race, religion, creed, color, sex, age, and physical  
1180 handicap, country of ancestral origin, sexual orientation, marital status, or political affiliation.

1181

1182 **Section 2:**

1183 All references to employees in this contract designate both sexes; and wherever the male  
1184 gender is used, it shall be construed to include male and female employees.

1185

1186

**ARTICLE 58 –LEAVE OF ABSENSE**

1187

1188 The approval of the Fire Committee is required for all leaves of absence and extensions  
1189 thereof. Requests will not be unreasonably denied unless the leave requested is to pursue a  
1190 position in another Fire Department or Public Safety Agency.

1191

1192



1193 **ARTICLE 59 - PHYSICAL FITNESS**

1194  
1195 **Section 1:**

1196 Members who wish to participate in on-duty physical fitness activity may do so in such a  
1197 manner that it does not interfere with the normal operation of daily duties and emergency  
1198 incidents.

1199  
1200 **Section 2:**

1201 Members shall be allowed to wear athletic clothing during these periods and also be  
1202 allowed to utilize shower facilities upon completion of physical fitness periods. Members shall be  
1203 prepared to quickly don protective clothing should an alarm be transmitted during PT periods or  
1204 shower periods.

1205  
1206 **Section 3:**

1207 All members may be required to obtain an annual physical examination from their  
1208 primary care doctor. If the District requires such physical examination, the member shall obtain  
1209 certification from their primary care doctor that they have obtained their yearly physical which  
1210 shall be submitted to the chief and will be kept in the members personnel file. The cost of the  
1211 annual physical shall be made via the member's health plan.

1212  
1213 **ARTICLE 60 - REPLACEMENT POLICY**

1214  
1215 **Section 1:**

1216 Upon the effective date of this agreement, all shifts on a rotating schedule, vacant due to  
1217 injury, illness, vacation, personal leave, bereavement leave, or whatever reason shall be filled  
1218 by bargaining unit members or a probationary employee in accordance with the Overtime  
1219 policy in effect.

1220  
1221 **Section 2:**

1222 In instances where all members have declined voluntary overtime, the least senior  
1223 member on duty on the shift (town-wide) shall be held over. In instances where a shift officer is  
1224 required and none of the eligible acting officers are available the least senior officer, acting or  
1225 permanent, shall be held over.

1226  
1227 **ARTICLE 61 – SEVERABILITY**

1228  
1229 Each and every clause of this Agreement shall be deemed separable from each and every  
1230 other clause of this Agreement to the end that in the event any clause or clauses shall be finally  
1231 determined to be in violation of any law, then, and in such event, said clause or clauses only, to  
1232 the extent that any may be so in violation, shall be deemed of no force and effect and  
1233 unenforceable without impairing the validity and enforceability of the rest of the Agreement,  
1234 including any and all provisions in the remainder of any clause, sentence, or paragraph which  
1235 such offending language may appear.

1237 In the event of such contract clause invalidation, both the District and the Union agree to  
1238 meet within ten (10) days of such determination and if possible to negotiate a valid clause  
1239 reflecting the intent of the parties and reach such agreement concerning such valid clause within  
1240 thirty (30) days. Said thirty (30) days may be extended by mutual consent of both parties.

1241

1242

## **ARTICLE 62– UNIFORMS**

1243

### **Section 1:**

1245 Uniform golf shirts and sweatshirts bearing the approved insignia's (as posted Jan 2015)  
1246 shall be allowed to be worn by members anytime during the year. Detail uniforms shall be the  
1247 departmental work uniform. T-shirts shall be allowed as station wear between the hours 17:00  
1248 and 07:00 anytime of the year, and also at the discretion of the company officer during hot  
1249 weather, or during the performance of duties not conducive to wearing a golf shirt. Members  
1250 shall be allowed to wear NFPA shorts from May 15<sup>th</sup> until to September 30<sup>th</sup>. Members agree that  
1251 during walkthrough's or inspections of any business in town, a pair of approved uniform pants  
1252 will be worn.

1253

### **Section 2:**

1255 Uniform parts, damaged, contaminated, stained or otherwise rendered not suitable for  
1256 duty, do to job related activity, while the wearer was on duty, and shall be replaced by the district.

1257

### **Section 3:**

1259 If the district requires a changed of uniform, the district shall be responsible for the initial  
1260 cost to supply three (3) sets of the changed items. Any changes to the uniform policy shall be  
1261 negotiated between the district and the local.

1262

1263

## **ARTICLE 63 - DEFERRED COMPENSATION ANNUITY**

1264

1265 The District shall continue to provide at least one (1) public employee deferred  
1266 compensation plan (the present 457b plan) through a company mutually agreed to by the District  
1267 and the Local, for all employees of the Department electing to participate. The parties agree that  
1268 any change in the deferred compensation plan shall be agreeable to both the District and the  
1269 Union.

1270

1271

## **ARTICLE 64 - COLLATERAL DUTIES**

1272

1273 In the event the district deems it necessary to have duties performed outside of the  
1274 normal duties as described for company officers and firefighters and that are not in the scope of  
1275 non-civic details, these duties shall be considered 'collateral duties'. Any collateral duties, the  
1276 compensation for, the performance of, and selection process (bid system) for staffing the same,  
1277 shall be negotiated by and between the Union and the District.

1278

1279 **ARTICLE 65 - BINDING EFFECT**

1280  
1281 This agreement is binding upon the Cumberland Fire District and its' successors, and  
1282 assigns, and should the Cumberland Fire District ever be incorporated into or merged with  
1283 another legal entity, this agreement shall be binding on that legal entity.

1284  
1285 This agreement is entered into pursuant to RI General Laws including, but not limited to,  
1286 Chapter 45-19 at et seq.

1287  
1288  
1289 **ARTICLE 66- DURATION**

1290  
1291 This Agreement shall begin July 1, 2015 and terminate at midnight June 30, 2016,  
1292 provided a notice in writing of intent to terminate and negotiate a new agreement is served by  
1293 one of the parties upon the other dated no later than February 7, 2016 by certified mail, which  
1294 is at least 120 days prior to the 2016 setting of the Cumberland Fire District Budget that occurs  
1295 no later than June 6, 2016. The required delivery address for the District is 3502 Mendon Road,  
1296 Cumberland, RI. The required delivery address for the Union is 7 Cray Street, Cumberland, RI. If  
1297 no such notice is served or if service is untimely, this agreement shall renew itself from year to  
1298 year until such notice is given. This contract shall remain in effect after June 30, 2016, until a new  
1299 contract is negotiated to replace this contract

1300  
1301 IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the part of the  
1302 District by its Chairman and on the Part of the Local by its President this 2<sup>nd</sup> day of June, 2015.

1303  
1304  
1305  
1306 By: \_\_\_\_\_  
1307 Bruce Lemois – Chairman Ronald Champagne - Witness  
1308 Cumberland Fire District

1309  
1310  
1311  
1312  
1313  
1314 By: \_\_\_\_\_  
1315 Brian Bernardo – President Jeffrey McCabe - Witness  
1316 Cumberland Firefighters Local 2722  
1317 International Association of firefighters  
1318

1319  
1320 **Note: Two original contracts are valid with initials on each page**

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